COMMISSIONERS COURT MINUTES

13 10-6-80 - 12-29-80

FORT BEND COUNTY

SPECIAL SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 6th day of October, 1980, the Commissiners' 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	Commissiner Precinct #2
Tony Jebbia	Commissioner Precinct #
Ed. H. Helwig	Commissioner Precinct #4

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

RE: APPROVE MINUTES:

On Moton of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the Court approved the minutes of Special Sessions of September 22, 1980 and October 2, 1980.

---

2 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 Depsitory Pledge Conttracts.

First National Bank of Richmond, Texas to release $300,000.00 U. S. Treasury Bills due 9/25/80, receipt #336792 to be replaced with $300,000.00 U. S. Treasury Bill Due 3/26/81, Receipt #348572.

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3 RE: ORDER TO REJECT ALL BIDS FOR FINANCING LAND FILL COMPACTOR:

On Motion of Commissiner Tony Jebbia, seconded by Commissiner Ed. H. Helwig, and duly passed, the court ordered that all bids for financing Land fill Compactor be rejected.

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4 RE: OPEN BIDS FOR THE FOLLOWING: A COMPRESSOR AND HIGH-PRESSURE CLEANER FOR NEW JAIL MAINTENANCE BUILDING:

Bids not ready to be accepted. No further action taken.

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5 RE: APPROVE REQUEST FOR TRANSFER OF LINE ITEMS IN 1980 BUDGET:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized the requests for transfer of line items in 1980 budget for the Welfare Department, Precinct #2 and the Sheriff's Department with no change in the budget, as follows:

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 6th day of October, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Tony Jebbia and duly carried by the following vote:

AYES: 4

NAYES: _____

The following amendment (s) to said budget are hereby authorized:

DEPT.	FROM	TO	INCREASE (DECREASE)
WELFARE			
GROCERY	$ 27,000.00	$ 24,000.00	DECREASE
MEDICINE	13,000.00	16,000.00	INCREASE

3

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct.

Ed. Helwig, Comm. Pct. 4

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 6th day of October 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Tony Jebbia and duly carried by the following vote:

13

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

.30 Precinct No. 2 Fund DEPT.	FROM	TO	INCREASE (DECREASE)
Tires and Tubes	20,000.00	10,000.00	10,000.00 Dec.
Repairs and Parts	50,000.00	60,000.00	10,000.00 Inc.
Lumber and Hardware	110,000.00	100,000.00	10,000.00 Dec.
Repairs and Parts	60,000.00	70,000.00	10,000.00 Inc.

DATE: _____

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt
W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 6th day of October, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Tony Jebbia and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Sheriff's DEPT.	FROM	TO	INCREASE (DECREASE)
Expense county cars and radios	$138,500.00	$168,000.00	$29,500.00
Salaries - Deputies	$1,044,077.80	$1,029,077.80	($15,000.0
Insurance	$90,446.29	$80,946.29	($9,500.00)
Retirement	$75,041.69	$70,041.69	($5,000.00)

DATE: Sept. 22, 1980

DEPT HEAD: Orrin Kusta, Sheriff

THE COUNTY OF FORT BEND

BY: Jodie E. Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 6th day of October, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Tony Jebbia and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Sheriff's DEPT.	FROM	TO	INCREASE (DECREASE)
Groceries	$45,000.00	$52,463.06	$7,463.06
Matching Funds	$10,000.00	$ 2,536.94	($7,463.06)
Telephone	$11,020.98	$15,220.98	$4,200
Utilities	$32,500.00	$28,500.00	($4,200)

DATE: Sept. 22, 1980

DEPT HEAD: Orvin Kusta, Sheriff

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

6 RE: AMEND THE COUNTY WELFARE DEPARTMENT BUDGET FROM 1980 GENERAL FUND RECEIPTS FOR PREGNANCY CARE:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized to amend the budget of the County Welfare Department receipts for in the amount of $2300.40 from/Pregnancy Care back into the County Welfare budget.

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7 RE: APPROVE 1979 AUDIT CONDUCTED BY DELOITTE, HASKINS & SELLS ON FORT BEND COUNTY, TEXAS AND FORT BEND COUNTY DRAINAGE DISTRICT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court ordered to accept the 1979 Audit conducted by Deloitte, Haskins & Sells on Fort Bend County, Texas and Fort Bend County Drainage District. Financial Statements and Supplementary Financial information for the Year ended December 31, 1979 and Auditors' Opinions, as follows:

FORT BEND COUNTY, TEXAS

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(Rest of the report recorded in the minutes in full)

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Deloitte
Haskins + Sells

1200 Travis
Houston, Texas 77002
(713) 651-1700
Telex 762840

AUDITORS' OPINION

Honorable Jodie E. Stavinoha, County Judge,
and Members of the Commissioners Court
of Fort Bend County, Texas:

We have examined the combined financial statements of Fort Bend County, Texas (the "County") as of December 31, 1979 and for the year then ended, listed in the foregoing table of contents. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

As described in Note 1, the combined financial statements referred to above do not include financial statements of the general fixed assets account group which should be included to conform with generally accepted accounting principles.

The County has kept its records and prepared its financial statements for previous years on the cash basis of accounting with no recognition having been accorded to receivables, payables or fund balances. In addition, the County has prepared its financial statements for previous years by individual funds. At the beginning of the current year, as described in Note 2, the County adopted the modified accrual basis of accounting and began financial reporting by fund type which included financial position for the first time. Although appropriate adjustments have been made to establish fund balances as of the beginning of the year, it was not practicable to determine what adjustments would be necessary in the combined financial statements of the preceding year to restate them in conformity with the accounting principles used in the current year.

In our opinion, except that the omission of the financial statements described above results in an incomplete presentation, as explained in the second preceding paragraph, the combined financial statements present fairly the financial position of Fort Bend County, Texas at December 31, 1979 and the results of its operations for the year then ended, in conformity with generally accepted accounting principles.

Our examination was made for the purpose of forming an opinion on the combined financial statements taken as a whole. The supplementary financial information by individual fund and account group as of December 31, 1979 and for the year then ended, listed in the foregoing table of contents, is presented for purposes of additional analysis and is not a required part of the combined financial statements of Fort Bend County, Texas. The information has been subjected to the auditing procedures applied in the examination of the combined financial statements and, in our opinion, is fairly stated in all material respects in relation to the combined financial statements taken as a whole.

Deloitte Haskins & Sells

FORT BEND COUNTY, TEXAS

COMBINED BALANCE SHEET
ALL FUND TYPES AND ACCOUNT GROUP, DECEMBER 31, 1979

	GOVERNMENTAL FUND TYPES				FIDUCIARY FUND TYPE	ACCOUNT GROUP	TOTAL
	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	AGENCY	GENERAL LONG-TERM DEBT	(MEMORANDUM ONLY)
ASSETS							
CASH - Demand deposits	$ 98,603	$ 170,239	$ 30,179	$ 93,268	$2,692,900		$ 3,085,189
TEMPORARY CASH INVESTMENTS	258,109	1,181,573	9,552	3,594,548	977,909		6,021,691
DUE FROM OTHER FUNDS	1,080,434	1,325,061	142,699				2,548,194
PROPERTY TAXES RECEIVABLE:							
Current	2,719,739	3,241,611	359,211				6,320,561
Less allowance for estimated uncollectibles	(152,007)	(182,667)	(20,076)				(354,750)
Delinquent	295,193	376,232	9,173				680,598
Less allowance for estimated uncollectibles	(250,914)	(319,797)	(7,797)				(578,508)
AMOUNT AVAILABLE IN DEBT SERVICE FUNDS						$ 182,430	182,430
AMOUNT TO BE PROVIDED FOR RETIREMENT OF GENERAL LONG-TERM DEBT						3,429,752	3,429,752
TOTAL ASSETS	$4,049,157	$5,792,252	$522,941	$3,687,816	$3,670,809	$3,612,182	$21,335,157
LIABILITIES, DEFERRED REVENUES AND FUND BALANCE							
LIABILITIES:							
Vouchers payable	$ 110,901	$ 318,115		$ 316,476	$ 160,285		$ 905,777
Retainages payable				120,551			120,551
Due to other funds					2,548,194		2,548,194
Due to other governmental units					962,330		962,330
Deferred income		11,064					11,064
Bonds and instalment purchase contracts payable						$3,612,182	3,612,182
Total liabilities	110,901	329,179		437,027	3,670,809	3,612,182	8,160,098
DEFERRED REVENUES - Uncollected taxes receivable	2,612,011	3,115,379	$340,511				6,067,901
FUND BALANCE	1,326,245	2,347,694	182,430	3,250,789			7,107,158
TOTAL LIABILITIES, DEFERRED REVENUES AND FUND BALANCE	$4,049,157	$5,792,252	$522,941	$3,687,816	$3,670,809	$3,612,182	$21,335,157

See notes to the financial statements.

FORT BEND COUNTY, TEXAS

COMBINED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
ALL GOVERNMENTAL FUND TYPES
FOR THE YEAR ENDED DECEMBER 31, 1979

	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	TOTAL (MEMORANDUM ONLY)
REVENUES:					
Taxes - primarily property	$3,549,838	$4,399,996	$144,846		$ 8,094,680
Fees and fines	1,537,684	270,284			1,807,968
Intergovernmental revenues	110,472	736,023			846,495
Interest	99,851	213,735	69,602	$ 177,582	560,770
Donations		54,566		853,291	907 857
Nonbudgeted	331,800				331,800
Miscellaneous	255,476	58,744		778	314,998
Total revenues	5,885,121	5,733,348	214,448	1,031,651	12,864,568
OTHER INCREASES IN FUND BALANCE:					
Proceeds from sale of bonds	-			3,517,430	3,517,430
Transfer from other funds			35,440		35,440
Total revenues and other increases in fund balance	5,885,121	5,733,348	249,888	4,549,081	16,417,438
EXPENDITURES:					
Current operating:					
Roads and bridges - maintenance		3,721,941			3,721,941
Administration of justice	2,390,952	127,614			2,518,566
Health services	653,933	92,631			746,564
General administration	737,440	16,301	16,630		770,371
Tax administration	445,186				445,186
Cooperative work	366,155	4,438			370,593
Libraries and education	307,564	64,701			372,265
Parks		33,382			33,382
Nonbudgeted	331,800				331,800
Miscellaneous	57,317				57,317
Capital outlay	60,677	1,301,659		2,047,567	3,409,903
Debt service:					
Principal retirement			45,000		45,000
Interest and fiscal charges			95,024		95,024
Total expenditures	5,351,024	5,362,667	156,654	2,047,567	12,917,912
OTHER DECREASE IN FUND BALANCE - Transfer to other funds				35,440	35,440
Total expenditures and other decrease in fund balance	5,351,024	5,362,667	156,654	2,083,007	12,953,352
NET INCREASE IN FUND BALANCE DURING THE YEAR	534,097	370,681	93,234	2,466,074	3,464,086
FUND BALANCE - January 1 (Note 2)	792,148	1,977,013	89,196	784,715	3,643,072
FUND BALANCE - December 31	$1,326,245	$2,347,694	$182,430	$3,250,789	$ 7,107,158

See notes to the financial statements.

FORT BEND COUNTY, TEXAS

COMBINED STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL AND SPECIAL REVENUE FUNDS FOR THE YEAR ENDED DECEMBER 31, 1979

	GENERAL FUND			SPECIAL REVENUE FUNDS			TOTAL (MEMORANDUM ONLY)		
	BUDGET	ACTUAL	OVER (UNDER) BUDGET	BUDGET	ACTUAL	OVER (UNDER) BUDGET	BUDGET	ACTUAL	OVER (UNDER) BUDGET
REVENUES:									
Taxes - primarily property	$3,065,825	$3,549,838	$ 484,013	$3,851,378	$4,399,996	$ 548,618	$6,917,203	$ 7,949,834	$1,032,631
Fees and fines	1,413,400	1,537,684	124,284	220,000	270,284	50,284	1,633,400	1,807,968	174,568
Intergovernmental revenues	188,749	110,472	(78,277)	736,023	736,023		924,772	846,495	(78,277)
Interest	55,000	99,851	44,851	71,000	213,735	142,735	126,000	313,586	187,586
Donations					54,566	54,566		54,566	54,566
Nonbudgeted		331,800	331,800					331,800	331,800
Miscellaneous	372,605	255,476	(117,129)	18,472	58,744	40,272	391,077	314,220	(76,857)
Total revenues	5,095,579	5,885,121	789,542	4,896,873	5,733,348	836,475	9,992,452	11,618,469	1,626,017
EXPENDITURES:									
Current operating:									
Roads and bridges - maintenance				4,183,810	3,721,941	(461,869)	4,183,810	3,721,941	(461,869)
Administration of justice	2,740,310	2,390,952	(349,358)	126,722	127,614	892	2,867,032	2,518,566	(348,466)
Health services	653,610	653,933	323	78,400	92,631	14,231	732,010	746,564	14,554
General administration	1,092,526	737,440	(355,086)		16,301	16,301	1,092,526	753,741	(338,785)
Tax administration	433,160	445,186	12,026				433,160	445,186	12,026
Cooperative work	425,010	366,155	(58,855)	4,616	4,438	(178)	429,626	370,593	(59,033)
Libraries and education	315,488	307,564	(7,924)	5,920	64,701	58,781	321,408	372,265	50,857
Parks				23,419	33,382	9,963	23,419	33,382	9,963
Nonbudgeted		331,800	331,800					331,800	331,800
Miscellaneous	62,225	57,317	(4,908)				62,225	57,317	(4,908)
Capital outlay	82,500	60,677	(21,823)	890,602	1,301,659	411,057	973,102	1,362,336	389,234
Total expenditures	5,804,829	5,351,024	(453,805)	5,313,489	5,362,667	49,178	11,118,318	10,713,691	(404,627)
NET INCREASE (DECREASE) IN FUND BALANCE DURING THE YEAR	(709,250)	534,097	1,243,347	(416,616)	370,681	787,297	(1,125,866)	904,778	2,030,644
FUND BALANCE - January 1 (Note 2)	792,148	792,148		1,977,013	1,977,013		2,769,161	2,769,161	
FUND BALANCE - December 31	$ 82,898	$1,326,245	$1,243,347	$1,560,397	$2,347,694	$ 787,297	$ 1,643,295	$ 3,673,939	$2,030,644

See notes to the financial statements.

7.

FORT BEND COUNTY, TEXAS

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 1979

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accounts of the Governmental Fund Types (the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Projects Funds) are maintained, and the financial statements have been prepared, on the modified accrual basis of accounting. Modifications in such method from the accrual basis are as follows:

(a) Revenues are recorded as received in cash, except for revenues susceptible to accrual and material revenues that are not received at their normal time.

(b) Expenditures are recorded on the accrual basis except for prepaid expenses, which are not recorded, and interest on general long-term debt, which is an expenditure when due.

The budgets for the General Fund and Special Revenue Funds are prepared on the cash basis which approximates the modified accrual basis of accounting.

The accounts of the Fiduciary Fund Type-Agency Funds are maintained, and the financial statements have been prepared, on the cash basis which approximates the modified accrual basis of accounting.

Purpose of Funds and Account Group

General Fund - used to account for all revenues and expenditures, not accounted for in other funds, relating to general operations of Fort Bend County, Texas (the "County").

Special Revenue Funds - used to account for general and special revenues, expenditures of which are designated for special purposes.

Debt Service Funds - used to account for payment of principal and interest on County general long-term debt.

Capital Projects Funds - used to account for proceeds of County general long-term debt and other revenues whose expenditures are restricted to the construction and acquisition of major capital facilities.

Agency Funds - used to account for assets which are held by the County as agent pending distribution to authorized recipients. As the agent for certain legal entities, the County (through various fee officers) collects certain revenues and assessments from taxpayers and others and remits the amounts so collected to the respective legal entities.

A summary of cash transactions in the Agency Funds accounts for the year ended December 31, 1979 is as follows:

Collections pending distribution.....	$4,086,978
Distribution of collections.....	2,352,809
Net increase.....	1,734,169
Cash and temporary cash investments - January 1.....	1,936,640
Cash and temporary cash investments - December 31.....	$3,670,809

The financial statements do not include certain escrow monies held in trust by the District Clerk and the County Clerk of the County, subject to judicial order, for the account of designated parties.

General Long-Term Debt Account Group - used to record and account for the County's outstanding general obligation bonded debt and instalment purchase contracts payable. Bonded debt is payable serially from proceeds of general property tax revenues levied for that purpose. Instalment purchase contracts are payable from the revenues of the General Fund and of the Road and Bridge (Special Revenue) Fund.

Temporary Cash Investments

Temporary cash investments in U.S. government obligations are stated at cost which approximates quoted market value.

Property Taxes

Revenues from property taxes are recognized on the modified accrual basis. The related receivables at year-end are not susceptible to accrual and, therefore, have not been included in revenues for the year but are shown as receivables on the balance sheet with an offsetting contra account, "Deferred Revenues - Uncollected Taxes Receivable."

General Fixed Assets

General fixed assets acquired are accounted for as expenditures in the applicable governmental fund type at the time of purchase. The cost of such general fixed assets are not, however, recorded in a General Fixed Assets Account Group since the County does not maintain separate detail accounting records of its general fixed assets.

Vacation Pay and Sick Leave

Employees are credited with vacation leave at rates of from ten to fifteen days per year and may accumulate up to a maximum of fifteen days. Upon termination employees are paid for any unused accumulated vacation.

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Employees are credited with sick leave at the rate of six days per year. Upon termination employees are not paid for any unused sick leave.

The County's policy for granting such vacation and sick leave was adopted by the Commissioners Court in April 1979. The County's liability for vacation pay and sick leave benefits was not material at December 31, 1979.

2. ACCOUNTING AND REPORTING CHANGES

In previous years the County maintained its accounts and prepared its published annual financial statements on the cash basis of accounting whereby revenues were recorded when collected and expenditures were recorded when paid and receivables, payables, and fund balances were not recorded. Additionally, the financial statements presented in previous years included financial information only on a fund basis.

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Effective as of January 1, 1979 the County made several significant changes in its accounting and reporting policies in order to conform with the accounting and reporting requirements set forth in Statement 1, Governmental Accounting and Financial Reporting Principles issued in 1979 by the National Council on Governmental Accounting. A summary of the more significant changes which are reflected in the accompanying financial statements are as follows:

1. As described in Note 1, the modified accrual basis of accounting has been generally adopted and followed for all of the County's funds.

2. Financial information necessary to present the financial position (assets, liabilities, and fund balances) of each fund has been recorded and presented.

3. The various funds of the County have been grouped and their financial position and results of operations combined into fund types.

4. Financial information necessary to present the General Long-Term Debt Account Group has been recorded and presented.

Although appropriate adjustments have been made to establish fund balances as of January 1, 1979, the County's lack of adequate financial records in previous years makes it impracticable to determine what adjustments would be necessary in the financial statements of the preceding year to restate the financial position and results of operations in conformity with the accounting and reporting principles followed in the current year.

The above-mentioned changes increased (decreased) the net increase in fund balance during the year ended December 31, 1979 as follows: General Fund, $556,745; Special Revenue Funds, $357,560; Debt Service Funds, $142,699; and Capital Projects Funds, $(437,027).

3. GENERAL LONG-TERM DEBT

General long-term debt at December 31, 1979 consists of the following:

Limited Tax Jail Building Bonds, Series 1979, dated March 1, 1979, maturing serially 1980 through 1994, and bearing interest at 5.10-6.00% - payable solely from property taxes levied on taxable property within the County..	$3,500,000
Instalment purchase contract payable dated in September 1979, payable in 12 monthly instalments of $9,606, including interest at 9.55% - collateralized by a security interest in the related equipment.....	109,521
Instalment purchase contract payable dated in June 1978, payable in 23 monthly instalments of $650 and one instalment of $105, including interest at 7.5% - collateralized by a security interest in the related equipment..	2,661
Total general long-term debt.....	$3,612,182

Future principal maturities of the Limited Tax Jail Building Bonds, Series 1979 are summarized as follows:

1981.....	225,000
1982.....	225,000
1983.....	225,000
1984 - 1994.....	2,600,000

4. RETIREMENT PLAN

All officials and full-time employees of the County and the Fort Bend County Drainage District (the "District") are joint members of the Texas County and District Retirement System, under which the member and the County (or District) each contributes an amount equal to 7% of the member's earnings. These amounts include amortization of prior service cost over an eight-year period. The County's policy is to fund all retirement plan costs as they accrue.

Based on the latest actuarial valuation, which was made as of December 31, 1978, the excess of the actuarially computed value of vested benefits over the net assets of the retirement

plan fund for both County and District employees, who are considered as one group for this purpose, was about $1,062,000. Total contributions to the plan by the County for 1979 were as follows:

General Fund	$175,280
Special Revenue Funds	83,885
Total	$259,165

The District contributed $33,788 to the plan in 1979.

5. CONTINGENT LIABILITIES

The County is contingently liable in respect of lawsuits and other claims in the ordinary course of its operations. The settlement of such contingencies under the budgetary process would not materially affect the financial position of the County at December 31, 1979.

6. FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION

During 1979 the Commissioners Court of the County authorized the formation of the Fort Bend County Industrial Development Corporation (the "Corporation") as a nonprofit corporation pursuant to the provisions of the State statutes. The County Judge and Commissioners of the County are serving as Directors of the Corporation.

The Corporation is to act on behalf of the County for the specific public purpose of promoting and developing commercial, industrial and manufacturing enterprises in order to promote and encourage employment and the public welfare. As a means of accomplishing such purpose the Corporation is empowered to issue industrial development bonds after receiving appropriate written approval from the County. Such bonds would not constitute an indebtedness of the County, the State or any other political corporation, subdivision or agency of the State and would be secured solely by revenues derived from the sale or lease of properties acquired from the bond proceeds.

7. SUBSEQUENT EVENTS

In January 1980 the County contracted for the restoration of the County Courthouse at an estimated cost of $1,800,000. In order to finance part of this cost, in January 1980 the County authorized the issuance of $1,250,000 of certificates of obligation. The certificates bear interest at the rate of 6% per year and provide for annual payments over a ten-year period beginning March 1, 1981. As of June 6, 1980, $345,000 of the certificates were outstanding.

FORT BEND COUNTY, TEXAS

COMBINING BALANCE SHEET
SPECIAL REVENUE FUNDS
DECEMBER 31, 1979

	ROAD AND BRIDGE FUND	FARM TO MARKET AND LATERAL ROADS FUND	LATERAL ROAD ACCOUNT FUND	REVENUE SHARING FUND	COUNTY LAW LIBRARY FUND	VOTER REGISTRATION FUND	BRANCH LIBRARIES FUND	AMBULANCE SERVICE PARA-MEDICS' FUND	FEDERAL AND STATE GRANTS FUNDS	TOTAL
ASSETS										
CASH - Demand deposits	$ 66,140	$ 47,449	$(12,212)	$ 43,192	$ 7,360	$202	$ 6,419	$625	$11,064	$ 170,239
TEMPORARY CASH INVESTMENTS	586,628	292,882	97,280	166,355	18,778		19,590			1,181,573
DUE FROM OTHER FUNDS	713,494	611,567								1,325,061
PROPERTY TAXES RECEIVABLE:										
Current	1,796,054	1,445,557								3,241,611
Less allowance for estimated uncollectibles	(100,382)	(82,285)								(182,667)
Delinquent	213,526	162,706								376,232
Less allowance for estimated uncollectibles	(181,497)	(138,300)								(319,797)
TOTAL ASSETS	$3,094,023	$2,339,576	$ 85,068	$209,547	$26,138	$202	$26,009	$625	$11,064	$5,792,252
LIABILITIES, DEFERRED REVENUES AND FUND BALANCE										
LIABILITIES:										
Vouchers payable	$ 74,925	$ 213,190		$ 30,000						$ 318,115
Deferred income									$11,064	11,064
Total liabilities	74,925	213,190		30,000					11,064	329,179
DEFERRED REVENUES - Uncollected taxes receivable	1,727,701	1,387,678								3,115,379
FUND BALANCE	1,291,397	738,708	$ 85,068	179,547	$26,138	$202	$26,009	$625		2,347,694
TOTAL LIABILITIES, DEFERRED REVENUES AND FUND BALANCE	$3,094,023	$2,339,576	$ 85,068	$209,547	$26,138	$202	$26,009	$625	$11,064	$5,792,252

FORT BEND COUNTY, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
SPECIAL REVENUE FUNDS
FOR THE YEAR ENDED DECEMBER 31, 1979

	ROAD AND BRIDGE FUND	FARM TO MARKET AND LATERAL ROADS FUND	LATERAL ROAD ACCOUNT FUND	REVENUE SHARING FUND	COUNTY LAW LIBRARY FUND	VOTER REGISTRATION FUND	BRANCH LIBRARIES FUND	AMBULANCE SERVICE PARA-MEDICS' FUND	FEDERAL AND STATE GRANTS FUNDS	TOTAL
REVENUES:										
Taxes - primarily property	$2,441,510	$1,958,486								$4,399,996
Fees and fines	257,565				$ 8,840	$3,879				270,284
Intergovernmental revenues			$ 47,518	$ 552,195					$136,310	736,023
Interest	115,561	70,496	2,794	20,200	1,683		$ 3,001			213,735
Donations							51,906	$ 2,660		54,566
Miscellaneous	58,036	136							572	58,744
Total revenues	2,872,672	2,029,118	50,312	572,395	10,523	3,879	54,907	2,660	136,882	5,733,348
EXPENDITURES:										
Current operating:										
Roads and bridges - maintenance	2,142,683	1,441,250	14,894	123,114						3,721,941
Administration of justice				14,012	4,559				109,043	127,614
Health services				87,432				5,199		92,631
General administration				12,511		3,790				16,301
Cooperative work				4,438						4,438
Libraries and education							58,781		5,920	64,701
Parks									21,919	33,382
Capital outlay	202,056	309,739		11,463						1,301,659
Total expenditures	2,344,739	1,750,989	14,894	789,864						
NET INCREASE (DECREASE) IN FUND BALANCE DURING THE YEAR	527,933	278,129	35,418	1,042,834	4,559	3,790	58,781	5,199	136,882	5,362,667
FUND BALANCE - January 1	763,464	460,579	49,650	(470,439)	5,964	89	(3,874)	(2,539)		370,681
FUND BALANCE - December 31	$1,291,397	$ 738,708	$ 85,068	649,986	20,174	113	29,883	3,164		1,977,013
				$ 179,547	$26,138	$ 202	$26,009	$ 625		$2,347,694

FORT BEND COUNTY, TEXAS

COMBINING BALANCE SHEET
DEBT SERVICE FUNDS
DECEMBER 31, 1979

	UNLIMITED TAX ROAD BONDS, SERIES 1962	TIME WARRANTS, SERIES 1969	LIMITED TAX JAIL BUILDING BONDS, SERIES 1979	COUNTY COURTHOUSE IMPROVEMENT CERTIFICATES OF OBLIGATION	TOTAL
ASSETS					
CASH - Demand deposits	$18,007	$ 2,547	$ 9,414	$ 211	$ 30,179
TEMPORARY CASH INVESTMENTS		9,552			9,552
DUE FROM OTHER FUNDS			126,798	15,901	142,699
PROPERTY TAXES RECEIVABLE:					
Current			319,185	40,026	359,211
Less allowance for estimated uncollectibles			(17,839)	(2,237)	(20,076)
Delinquent	6,773	2,400			9,173
Less allowance for estimated uncollectibles	(5,757)	(2,040)			(7,797)
TOTAL ASSETS	$19,023	$12,459	$437,558	$53,901	$522,941
DEFERRED REVENUES AND FUND BALANCE					
DEFERRED REVENUES - Uncollected taxes receivable	$ 1,016	$ 360	$301,346	$37,789	$340,511
FUND BALANCE	18,007	12,099	136,212	16,112	182,430
TOTAL DEFERRED REVENUES AND FUND BALANCE	$19,023	$12,459	$437,558	$53,901	$522,941

FORT BEND COUNTY, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
DEBT SERVICE FUNDS
FOR THE YEAR ENDED DECEMBER 31, 1979

	UNLIMITED TAX ROAD BONDS, SERIES 1962	TIME WARRANTS, SERIES 1969	LIMITED TAX JAIL BUILDING BONDS, SERIES 1979	COUNTY COURTHOUSE IMPROVEMENT CERTIFICATES OF OBLIGATION	TOTAL
REVENUES:					
Taxes - primarily property	$ 256		$128,478	$16,112	$144,846
Interest	2,367	$ 786	66,449		69,602
Total revenues	2,623	786	194,927	16,112	214,448
OTHER INCREASE IN FUND BALANCE - Transfer from other funds			35,440		35,440
Total revenues and other increase in fund balance	2,623	786	230,367	16,112	249,888
EXPENDITURES:					
Current operating -					
General administration	15,630	1,000			16,630
Debt service:					
Principal retirement	35,000	10,000			45,000
Interest and fiscal charges	569	300	94,155		95,024
Total expenditures	51,199	11,300	94,155		156,654
NET INCREASE (DECREASE) IN FUND BALANCE DURING THE YEAR	(48,576)	(10,514)	136,212	16,112	93,234
FUND BALANCE - January 1	66,583	22,613			89,196
FUND BALANCE - December 31	$18,007	$12,099	$136,212	$16,112	$182,430

FORT BEND COUNTY, TEXAS

COMBINING BALANCE SHEET
CAPITAL PROJECTS FUNDS
DECEMBER 31, 1979

	LIMITED TAX JAIL BUILDING FUND	COUNTY BUILDING FUND	LIBRARY BUILDING FUND	SMITHERS LAKE ROAD FUND	ROAD BOND AVAILABLE FUND	FAIRGROUNDS PROPERTY FUND	SCHUMANN ROAD FUND	TOTAL
ASSETS								
CASH - Demand deposits	$ 11,414	$ 4,515	$24,950	$24,125	$ 11,337	$8,561	$8,366	$ 93,268
TEMPORARY CASH INVESTMENTS	2,560,619	942,569			91,360			3,594,548
TOTAL ASSETS	$2,572,033	$947,084	$24,950	$24,125	$102,697	$8,561	$8,366	$3,687,816
LIABILITIES AND FUND BALANCE								
LIABILITIES:								
Vouchers payable	$ 282,816	$ 33,660						$ 316,476
Retainages payable	120,551							120,551
Total liabilities	403,367	33,660						437,027
FUND BALANCE	2,168,666	913,424	$24,950	$24,125	$102,697	$8,561	$8,366	3,250,789
TOTAL LIABILITIES AND FUND BALANCE	$2,572,033	$947,084	$24,950	$24,125	$102,697	$8,561	$8,366	$3,687,816

FORT BEND COUNTY, TEXAS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
CAPITAL PROJECTS FUNDS
FOR THE YEAR ENDED DECEMBER 31, 1979

	LIMITED TAX JAIL BUILDING FUND	COUNTY BUILDING FUND	LIBRARY BUILDING FUND	SMITHERS LAKE ROAD FUND	ROAD BOND AVAILABLE FUND	FAIRGROUNDS PROPERTY FUND	SCHUMANN ROAD FUND	TOTAL
REVENUES:								
Interest	$ 89,819	$ 63,151		$ 14,636	$ 8,203	$ 1,773		$ 177,582
Donations		801,291	$25,000				$27,000	853,291
Miscellaneous		778						778
Total revenues	89,819	865,220	25,000	14,636	8,203	1,773	27,000	1,031,651
OTHER INCREASE IN FUND BALANCE - Proceeds from sale of bonds	3,517,430							3,517,430
Total revenues and other increase in fund balance	3,607,249	865,220	25,000	14,636	8,203	1,773	27,000	4,549,081
EXPENDITURES - Capital outlay	1,403,143	168,629	50	429,738		27,373	18,634	2,047,567
OTHER DECREASE IN FUND BALANCE - Transfer to other funds	35,440							35,440
Total expenditures and other decrease in fund balance	1,438,583	168,629	50	429,738		27,373	18,634	2,083,007
NET INCREASE (DECREASE) IN FUND BALANCE DURING THE YEAR	2,168,666	696,591	24,950	(415,102)	8,203	(25,600)	8,366	2,466,074
FUND BALANCE - January 1		216,833		439,227	94,494	34,161		784,715
FUND BALANCE - December 31	$2,168,666	$913,424	$24,950	$ 24,125	$102,697	$ 8,561	$ 8,366	$3,250,789

FORT BEND COUNTY, TEXAS

COMBINING BALANCE SHEET
AGENCY FUNDS
DECEMBER 31, 1979

	TAX COLLECTOR'S FUND	SOCIAL SECURITY FUND	CRIMINAL JUSTICE PLANNING FUND	LAW ENFORCEMENT OFFICERS' STANDARDS AND EDUCATION FUND	TOTAL
ASSETS					
CASH - Demand deposits	$2,554,551	$131,159	$4,342	$2,848	$2,692,900
TEMPORARY CASH INVESTMENTS	948,783	29,126			977,909
TOTAL ASSETS	$3,503,334	$160,285	$4,342	$2,848	$3,670,809
LIABILITIES					
VOUCHERS PAYABLE		$160,285			$ 160,285
DUE OTHER FUNDS	$2,548,194				2,548,194
DUE OTHER GOVERNMENTAL UNITS	955,140		$4,342	$2,848	962,330
TOTAL LIABILITIES	$3,503,334	$160,285	$4,342	$2,848	$3,670,809

FORT BEND COUNTY, TEXAS

COMBINING STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
AGENCY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 1979

FUNDS	COLLECTIONS (PENDING DISTRIBUTION)	DISTRIBUTION OF COLLECTIONS	NET INCREASE (DECREASE) IN CASH BALANCE	TOTAL ASSETS JANUARY 1	TOTAL ASSETS DECEMBER 31
TAX COLLECTOR'S FUND	$3,504,517	$1,834,899	$1,669,618	$1,833,716	$3,503,334
SOCIAL SECURITY FUND	540,915	477,844	63,071	97,214	160,285
CRIMINAL JUSTICE PLANNING FUND	29,887	31,255	(1,368)	5,710	4,342
LAW ENFORCEMENT OFFICERS' STANDARDS AND EDUCATION FUND	11,169	8,321	2,848		2,848
COMPENSATION TO VICTIMS OF CRIME FUND	490	490			
TOTAL	$4,086,978	$2,352,809	$1,734,169	$1,936,640	$3,670,809

FORT BEND COUNTY, TEXAS

STATEMENT OF GENERAL LONG-TERM DEBT
GENERAL LONG-TERM DEBT ACCOUNT GROUP
DECEMBER 31, 1979

AMOUNT AVAILABLE IN DEBT SERVICE FUNDS	$ 182,430
AMOUNT TO BE PROVIDED FOR RETIREMENT OF:	
General obligation bonds	3,317,570
Instalment purchase contracts	112,182
Total available and to be provided	$3,612,182
GENERAL LONG-TERM DEBT PAYABLE:	
Serial bonds payable	$3,500,000
Instalment purchase contracts payable	112,182
Total general long-term debt payable	$3,612,182

FORT BEND COUNTY DRAINAGE DISTRICT

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FORT BEND COUNTY, TEXAS

STATEMENT OF CHANGES IN GENERAL LONG-TERM DEBT
GENERAL LONG-TERM DEBT ACCOUNT GROUP
FOR THE YEAR ENDED DECEMBER 31, 1979

	BALANCE JANUARY 1, 1979	ADDITIONS	RETIREMENTS	DEBT SERVICE FUNDS OPERATIONS	BALANCE DECEMBER 31, 1979
AMOUNT AVAILABLE IN DEBT SERVICE FUNDS	$ 89,196			$ 93,234	$ 182,430
AMOUNT TO BE PROVIDED FOR RETIREMENT OF:					
General obligation bonds	(44,196)	$3,500,000	$45,000	(93,234)	3,317,570
Installment purchase contracts	23,219	109,521	20,558		112,182
Total available and to be provided	$ 68,219	$3,609,521	$65,558		$3,612,182
GENERAL LONG-TERM DEBT PAYABLE:					
Serial bonds	$ 45,000	$3,500,000	$45,000		$3,500,000
Installment purchase contracts	23,219	109,521	20,558		112,182
Total general long-term debt payable	$ 68,219	$3,609,521	$65,558		$3,612,182

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AUDITORS' OPINION

Honorable Jodie E. Stavinoha, County Judge,
and Members of the Commissioners Court
of Fort Bend County, Texas:

We have examined the combined financial statements of Fort Bend County Drainage District (the "District") as of December 31, 1979 and for the year then ended, listed in the foregoing table of contents. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

As described in Note 1 the combined financial statements referred to above do not include financial statements of the general fixed assets account group which should be included to conform with generally accepted accounting principles.

The District has kept its records and prepared its financial statements for previous years on the cash basis of accounting with no recognition having been accorded to receivables, payables or fund balances. In addition, the District has prepared its financial statements for previous years by individual funds. At the beginning of the current year, as described in Note 2, the District adopted the modified accrual basis of accounting and began financial reporting by fund type which included financial position for the first time. Although appropriate adjustments have been made to establish fund balances as of the beginning of the year, it was not practicable to determine what adjustments would be necessary in the combined financial statements of the preceding year to restate them in conformity with the accounting principles used in the current year.

In our opinion, except that the omission of the financial statements described above results in an incomplete presentation, as explained in the second preceding paragraph, the combined financial statements present fairly the financial position of Fort Bend County Drainage District at December 31, 1979 and the results of its operations for the year then ended, in conformity with generally accepted accounting principles.

Deloitte Haskins + Sells

June 6, 1980

FORT BEND COUNTY DRAINAGE DISTRICT

COMBINED BALANCE SHEET
ALL FUND TYPES, DECEMBER 31, 1979

	GOVERNMENTAL FUND TYPES		FIDUCIARY FUND TYPE	
	MAINTENANCE AVAILABLE (GENERAL)	BOND AVAILABLE (CAPITAL PROJECTS)	SOCIAL SECURITY (AGENCY)	TOTAL (MEMORANDUM ONLY)
ASSETS				
CASH - Demand deposits	$ (670)	$ 16,741	$23,142	$ 39,213
TEMPORARY CASH INVESTMENTS	184,511	140,267		324,778
DUE FROM COUNTY TAX ASSESSOR AND COLLECTOR	448,482			448,482
PROPERTY TAXES RECEIVABLE:				
Current	1,124,037			1,124,037
Less allowance for estimated uncollectibles	(62,900)			(62,900)
Delinquent	153,633			153,633
Less allowance for estimated uncollectibles	(130,588)			(130,588)
TOTAL ASSETS	$1,716,505	$157,008	$23,142	$1,896,655
LIABILITIES, DEFERRED REVENUES AND FUND BALANCE				
LIABILITIES - Vouchers payable	$ 19,063		$23,142	$ 42,205
DEFERRED REVENUES - Uncollected taxes receivable	1,084,182			1,084,182
FUND BALANCE	613,260	$157,008		770,268
TOTAL LIABILITIES, DEFERRED REVENUES AND FUND BALANCE	$1,716,505	$157,008	$23,142	$1,896,655

See notes to the financial statements.

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FORT BEND COUNTY DRAINAGE DISTRICT

COMBINED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE ALL GOVERNMENTAL FUND TYPES FOR THE YEAR ENDED DECEMBER 31, 1979

	MAINTENANCE AVAILABLE (GENERAL)	BOND AVAILABLE (CAPITAL PROJECTS)	TOTAL (MEMORANDUM ONLY)
REVENUES:			
Taxes - primarily property	$1,474,573		$1,474,573
Interest	64,356	$ 12,517	76,873
Miscellaneous	159,070		159,070
Total revenues	1,697,999	12,517	1,710,516
EXPENDITURES:			
Current operating:			
General administration	80,370		80,370
Tax administration	5,500		5,500
Flood control projects - maintenance	1,224,920		1,224,920
Capital outlay	206,614		206,614
Total expenditures	1,517,404		1,517,404
NET INCREASE IN FUND BALANCE DURING THE YEAR	180,595	12,517	193,112
FUND BALANCE - January 1 (Note 2)	432,665	144,491	577,156
FUND BALANCE - December 31	$ 613,260	$157,008	$ 770,268

See notes to the financial statements.

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FORT BEND COUNTY DRAINAGE DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL MAINTENANCE AVAILABLE (GENERAL) FUND FOR THE YEAR ENDED DECEMBER 31, 1979

	BUDGET	ACTUAL	OVER (UNDER) BUDGET
REVENUES:			
Taxes - primarily property	$1,349,600	$1,474,573	$124,973
Interest	35,000	64,356	29,356
Miscellaneous	73,860	159,070	85,210
Total revenues	1,458,460	1,697,999	239,539
EXPENDITURES:			
Current operating:			
General administration	113,692	80,370	(33,322)
Tax administration	5,500	5,500	
Flood control projects - maintenance	1,218,850	1,224,920	6,070
Capital outlay	205,000	206,614	1,614
Total expenditures	1,543,042	1,517,404	(25,638)
NET INCREASE (DECREASE) IN FUND BALANCE DURING THE YEAR	(84,582)	180,595	265,177
FUND BALANCE - January 1 (Note 2)	115,281	432,665	317,384
FUND BALANCE - December 31	$ 30,699	$ 613,260	$582,561

See notes to the financial statements.

FORT BEND COUNTY DRAINAGE DISTRICT

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 1979

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accounts of the Governmental Fund Types, the Maintenance Available (General) Fund and Bond Available (Capital Projects) Fund, are maintained, and the financial statements have been prepared, on the modified accrual basis of accounting. Modifications in such method from the accrual basis are as follows:

(a) Revenues are recorded as received in cash, except for revenues susceptible to accrual and material revenues that are not received at their normal time.

(b) Expenditures are recorded on the accrual basis except for prepaid expenses, which are not recorded.

The budget for the Maintenance Available (General) Fund is prepared on the cash basis which approximates the modified accrual basis of accounting.

The accounts of the Fiduciary Fund Type - Social Security (Agency) Fund are maintained, and the financial statements have been prepared, on the cash basis which approximates the modified accrual basis of accounting.

Purpose of Funds

Maintenance Available (General) Fund - used to account for all revenues and expenditures, not accounted for in other funds, relating to general operations of the Fort Bend County Drainage District (the "District").

Bond Available (Capital Projects) Fund - used to account for proceeds of District general obligation bond sales and other revenues whose expenditures are restricted to the construction of major flood control projects and improvements.

Social Security (Agency) Fund - used to account for assets which are held by the District in the capacity of agent pending distribution to authorized recipients.

A summary of cash transactions in the Social Security (Agency) Fund for the year ended December 31, 1979 is as follows:

Collections pending distribution.....	$75,179
Distribution of collections.....	63,887
Net increase.....	11,292
Cash balance - January 1.....	11,850
Cash balance - December 31.....	$23,142

Temporary Cash Investments

Temporary cash investments in U.S. government obligations are stated at cost which approximates quoted market value.

Property Taxes

Revenues from property taxes are recognized on the modified accrual basis. The related receivables at year-end are not susceptible to accrual and, therefore, have not been included in revenues for the year but are shown as receivables on the balance sheet with an offsetting contra account, "Deferred Revenues - Uncollected Taxes Receivable."

General Fixed Assets

General fixed assets acquired are accounted for as expenditures in the applicable governmental fund type at the time of purchase. The cost of such general fixed assets are not, however, recorded in a General Fixed Assets Account Group since the District does not maintain separate detail accounting records of its general fixed assets.

Vacation Pay and Sick Leave

Employees are credited with vacation leave at rates of from ten to fifteen days per year and may accumulate up to a maximum of fifteen days. Upon termination employees are paid for any unused accumulated vacation.

Employees are credited with sick leave at the rate of six days per year. Upon termination employees are not paid for any unused sick leave.

The District's policy for granting such vacation and sick leave was adopted by the Commissioners Court in April 1979. The District's liability for vacation pay and sick leave benefits was not material at December 31, 1979.

2. ACCOUNTING AND REPORTING CHANGES

In previous years the District maintained its accounts and prepared its published annual financial statements on the cash basis of accounting whereby revenues were recorded when collected and expenditures were recorded when paid and

receivables, payables, and fund balances were not recorded. Additionally, the financial statements presented in previous years included financial information only on a fund basis.

Effective as of January 1, 1979 the District made several significant changes in its accounting and reporting policies in order to conform with the accounting and reporting requirements set forth in Statement 1, Governmental Accounting and Financial Reporting Principles issued in 1979 by the National Council on Governmental Accounting. A summary of the more significant changes which are reflected in the accompanying financial statements are as follows:

1. As described in Note 1, the modified accrual basis of accounting has been generally adopted and followed for all of the District's funds.

2. Financial information necessary to present the financial position (assets, liabilities, and fund balances) of each fund has been recorded and presented.

3. The various funds of the District have been grouped and their financial position and results of operations combined into fund types.

4. Financial information necessary to present the General Long-Term Debt Account Group has been recorded and presented.

Although appropriate adjustments have been made to establish fund balances as of January 1, 1979, the District's lack of adequate financial records in previous years makes it impracticable to determine what adjustments would be necessary in the financial statements of the preceding year to restate the financial position and results of operations in conformity with the accounting and reporting principles followed in the current year.

The above-mentioned changes increased the net increase in fund balance during the year ended December 31, 1979 in the Maintenance Available (General) Fund by $201,965.

3. RETIREMENT PLAN

All officials and full-time employees of the District and Fort Bend County, Texas (the "County") are joint members of the Texas County and District Retirement System, under which the member and the District (or County) each contributes an amount equal to 7% of the member's earnings. These amounts include amortization of prior service cost over an eight-year period. The District's policy is to fund all retirement plan costs as they accrue.

Based on the latest actuarial valuation, which was made as of December 31, 1978, the excess of the actuarially computed value of vested benefits over the net assets of the retirement plan fund for both District and County employees, who are considered as one group for this purpose, was about $1,062,000. Total contributions to the plan by the Maintenance Available (General) Fund of the District for 1979 were $33,788. The County contributed $259,165 to the plan in 1979.

8 RE: MR. JOHN HAYES, SPAW GLASS INC., - FINAL PAYMENT ON CHANGE ORDERS AND THE RECONCILATION OF ALLOWANCES:

The Court did not act on this matter.

---

9 RE: MR. WAYNE MYERS - PROPOSAL TO SUPERVISE MOVING OF COUNTY CLERK'S OFFICE:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, Commissioner Johnnie Pustka abstained, and duly passed, the court authorized Mr. Wayne Myers proposal to supervise moving of the County Clerk's Office, subject to a written proposal be presented to the court at the next court meeting. The quoted price of $2500.00 to be paid out of the George Building Fund.

---

10 RE: ADVERTISE FOR BIDS ON FORMS FOR THE DATA PROCESSING DEPARTMENT- ACCOUNTING SYSTEM:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized to advertise for bids on forms for the Data Processing Department for the accounting system.

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11 RE: APPROVE BOND FOR BETTY MUSSIL, DEPUTY TAX ASSESSOR/COLLECTOR:

On Motion of Commissioner Johnnie Pustka, seconded by Commissiner Tony Jebbia, and duly passed, the court approved the bond in the amount of $5,000.00 for Betty Mussil, Deputy Tax Assessor/Collector.

---

12 RE: COMMISSIONER ED. H. HELWIG - ACCEPT PENNY LAKE DRIVE INTO THE COUNTY ROAD SYSTEM IN PRECINCT #4:

No action taken. Passed until next week court meeting.

---

13 RE: COMMISSIONER TONY JEBBIA - DISCUSSION OF FM-1092:

The court heard from Mr. William A. Clark, Resident Engineer for the State Department of Highways and Public Transportation discussed with the court, the work being done on FM-1092. Mr. Clark told the court, that as soon as the Right-of-Ways have been acquired the work on FM-1092 will resume.

---

14 RE: DISCUSS DISCONTINUANCE OF FIRE AND EMERGENCY CALLS IN THE COUNTY BY SUGAR LAND FIRE DEPARTMENT:

The court discussed the discontinuance of fire and emergency calls in the County by Sugar Land Fire Department. The Court suggested that there be a rate classification for fires to differentitate between major and minor fires. The court will discuss the fire rate of $150.00 paid every time a run is made by the fire departments in the county, at the budget hearing.

The following is a letter presented to the court, from the Sugar Land Fire Department.

CITY OF SUGAR LAND

P. O. BOX 110
SUGAR LAND, TEXAS 77478
AREA CODE 713 494 1126

R. L. CORDES, Mayor
M. POMIKAL, Alderman
A. V. BLAIR, Alderman
MARINA M. SUKUP
Administrative Assistant to the Mayor

LEE DUGGAN, Alderman
WALTER S. McMEANS, Alderman
VI CHANDLER, Alderwoman
AUDRE Y NICHOLS
City Secretary

October 1, 1980

County Judge J. E. Stavinoha
County Court House
Richmond, Texas 77469

Dear Judge Stavinoha:

We wish to advise you of the action of the City Council on September 30, 1980. As a matter of policy, the City of Sugar Land will provide fire and emergency medical service only to those areas within the corporate city limits, to tax exempt properties adjacent to the City and to the following municipal utility district: City of Cities, Fort Bend MUD 16, and Fort Bend MUD 12, effective 12:00 midnight, October 7, 1980.

This action has been made necessary because of the financial burden incurred by the taxpayers of the City in maintaining an effective fire fighting force. This policy will not affect mutual assistance calls requested by jurisdictions with whom such agreements exist. The City will answer mutual assistance requests from the cities of Houston, Richmond, Rosenberg, Stafford and Missouri City. We regret that some hardship may result from this policy, but it is the opinion of the Sugar Land City Council that provision of service beyond these boundaries is an unjustifiable economic hardship for the taxpayers of the City, and for the residents of areas which do contribute financially to the maintenance of our fire department.

We request that persons adversely affected by this decision be notified immediately that alternate arrangements for fire protection and emergency medical service is available.

Sincerely,

CITY OF SUGAR LAND

By Marina M. Sukup
Marina M. Sukup
Administrative Assistant to the Mayor

MMS/an

13

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15 RE: APPROVE FINAL ACCEPTANCE OF NEW COUNTY SUB-STATION AT SUGAR CREEK AND APPROVE FINAL PAYMENT TO SCHULTZ & LEMBO ON CONSTRUCTION OF THIS BUILDING:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig; and duly passed, the court approved the payment of $21,749.00 to Schultz & Lembo on construction of Sub-Station at Sugar Creek and approval of final acceptance of the new County Sub-station at Sugar Creek, subject to affidavits by the Contractors.

Bill as follows:

15.

TO: Fort Bend County

FROM: Schultz & Lembo, Inc.

1328 South Loop West, Suite 208, Houston, Texas, 77054

PROJECT: Fort Bend County Sub-Station

JOB NO. 102

PAYMENT REQUEST NO. Four

PERIOD August 26, 19 80, to Sept. 25, 19 80.

STATEMENT OF CONTRACT ACCOUNT:

1. Original Contract Amount	$ 89,873.
2. Approved Change Order Nos. 0 (As per attached breakdown) (Net)	$ 0
3. Adjusted Contract Amount	$ 89,873.
4. Value of Work Completed to Date: (As per attached breakdown)	$ 89,873
5. Value of Approved Change Orders Completed: (As per attached breakdown)	$ 0
6. Materials Stored on Site: (As per attached breakdown)	$ 0
7. Total to Date	$ 89,873.
8. Less Amount Retained (_____%)	($ 500.
9. Total Less Retainage	$ 89,373.
10. Total Previously Certified (Deduct)	$ 68,229.
11. AMOUNT DUE THIS REQUEST	$ 21,144. 605 = 21,749.

CERTIFICATE OF THE SUBCONTRACTOR:

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and Fort Bend County relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the contractor, to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used in or in connection with the performance of this Contract. I further certify I have complied with Federal, State and local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this Contract.

Date Sept. 26, 1980

Schultz & Lembo, Inc.
SUBCONTRACTOR

Subscribed and sworn before me this 26th day of September, 1980

BY: _____
(authorized signature)

Notary Public: Eugenia Mapp

My Commission Expires: 12-31-80

TITLE: Vice Pres

EUGENIA MAPP
Notary Public in Harris County, Texas
My Commission Expires December 31, 1980
Bonded by Standard Surety Lawyers Surety Corp.

Form 4689
BLACK GOLD PRESS - LIBERTY

13

34

3

15

Job #102

Owner: Fort Bend County

Building: Fort Bend County Sub-Station

Date: 9/26/30

Draw: Four

SCHEDULE OF VALUES

Item No.	Description of Work	Scheduled Value	Work Completed: Previous Applications	This Application	Stored Materials			
	Site Work	$ 4,402	4,402	0	0	4,402	0	0
	Foundations	11,318	11,818	0	0	11,818	0	0
	Framing & Cornice	16,484	16,484	0	0	16,484	0	0
	Roofing	3,897	3,897	0	0	3,897	0	0
	Brickwork	5,657	5,657	0	0	5,657	0	0
	Garage Doors	1,765	1,765	0	0	1,765	0	0
	Sheetrock	3,633	3,633	0	0	3,633	0	0
	Interior Trim	3,366	3,000	366	0	3,366	0	0
	Hardware	783	400	383	0	783	0	0
	Folding Partition	1,000	0	1,000	0	1,000	0	0
	Cabinets	7,033	7,033	0	0	7,033	0	0
	Insulation	1,200	1,200	0	0	1,200	0	0
	Ceramic Tile	1,000	0	1,000	0	1,000	0	0
	Paint	1,277	800	477	0	1,277	0	0
	Wallpaper	500	0	500	0	500	0	0
	Vinyl	792	0	792	0	792	0	0
	Toilet Partitions	800	0	800	0	800	0	0
	Carpet	2,917	0	2,917	0	2,917	0	0
	Mirrors	642	0	642	0	642	0	0
	Electrical	6,577	5,500	1,077	0	6,577	0	0
	Plumbing	4,477	3,000	1,477	0	4,477	0	0
	Air Conditioning	6,838	5,000	1,838	0	6,838	0	0
	Teller Counter Glass	145	0	145	0	145	0	0
	Range Hood	50	0	50	0	50	0	0
	Shower Door	125	0	125	0	125	0	0
	Bonds & Insurance	1,716	1,716	0	0	1,716	0	0
	Flag Pole	618	500	118	0	618	0	0
	Letters	361	0	361	0	361	0	0
	Subtotal	$ 89,873	75,805	14,068	0	89,873	0	0

HUD-FHA Form 5197

10

15

SCHULTZ & LEMBO, INC.

GENERAL CONTRACTORS
1328 SOUTH LOOP WEST, SUITE 208
HOUSTON, TEXAS 77054
713/747-2190

Sept. 25, 1980

INVOICE

Fort Bend County Sub-Station
1514 Parkway Blvd.
Sugar Creek, Texas

To:-Fort Bend County
P.O. Box 1028
Sugar Creek, Texas

ADD
Change doors and drywall in garage area to comply with Sugar Creek building code as directed by Fort Bend County Representative.

$250.

DELETE
Teller Glass ~~125.~~ 145

Total Due ~~$125.~~ 105

Sincerely,

Jim Schultz, Vice-President

CC:-File

15

SCHULTZ & LEMBO, INC.

GENERAL CONTRACTORS

1328 SOUTH LOOP WEST, SUITE 208
HOUSTON, TEXAS 77054
713/747-2190

Oct. 3, 1980

INVOICE

To:-Fort Bend County

For:-Upon final acceptance of the Fort Bend Sub-Station and of all Insurances pertaining, closing amount of the balance of the contract remaining is $500.00

13

CC:-File

Jim Schultz, Vice-Pres.

---

16 RE: APPROVE APPLICATION FROM PETRO-LEWIS CORPORATION TO LAY PIPELINE ACROSS BRUMBELOW ROAD IN PRECINCT #1:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the application from Petro-Lewis Corporation to lay pipeline across Brumbelow Road in Precinct #1.

Permit Bond in the amount of $20,000.00 recorded in the Bond to Pay Liens and Claims in the County Clerks' Office.

16

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Petro-Lewis Corporation proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Brumbelow Rd	2620ft S-1994	81 ft	✓			✓

13

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	To	Distance

GENERAL DESCRIPTION

The location and description of the proposed installation and appurtenances is mor fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintainence and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintair ence and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Alons Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980 recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436 Vernon's Texas Civil Statutes.

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-2863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

APPROVED _____
County Judge

DATE _____

COMPANY NAME: PETRO-LEWIS CORPORATION
AGENT and/or
OWNER (accessible 24 hrs/day, 7 days/wee

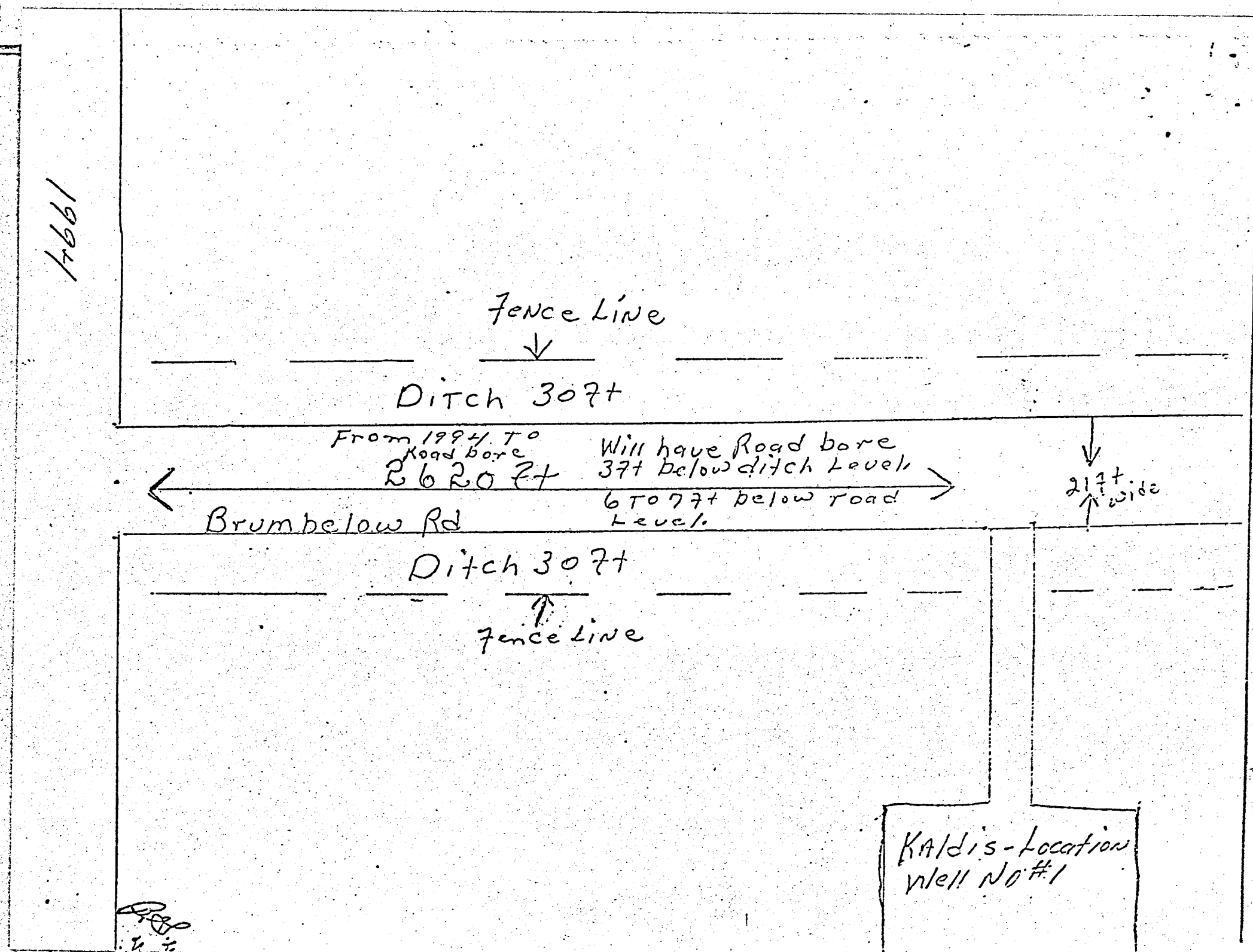
D K Gregg
Signature

NAME & TITLE: D.D.GREGG, DIST.MGR.
Please Print

DATE: 9/24/80

ADDRESS: 12400 North Fwy, Suite 207
Street/P.O. Box
Houston, Texas 77060
City State Zip

TELEPHONE NO: 448-7350 440-8982
Business Home


1994
Fence Line
Ditch 30ft
From 1994 To Road bore
2620 ft
Will have Road bore 37ft below ditch Level.
6 To 7ft below road Level.
21ft wide
Brumbelow Rd
Ditch 30ft
Fence Line
Kaldis-Location Well No #1

16

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole Line activity in Fort Bend County, dated 9/24/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY Stanley L. Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

---

17 RE: APPROVE APPLICATIONS FROM HOUSTON PIPELINE COMPANY TO LAY PIPELINES ACROSS HARLEM AND MORTON ROADS IN PRECINCT #4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the applications from Houston Pipeline Company to lay Pipelines across Harlem and Morton Roads in Precinct #4.

17

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

) COUNTY OF FORT BEND

)MMISSIONERS COURT

Precinct No. 4
Key Map Ref. _____
Notification No. HB-21-4

rmal notice is hereby given that HOUSTON PIPE LINE COMPANY oposes to lay, construct, maintain and/or repair a cable, conduit and/or pole ne, upon, along, across the right of way of a County road within, Fort Bend unty, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

oad Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Morton	in Harlem Road	50'	x			x

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

oad Name	Distance & Direction From Nearest Intersection	To	Distance
Harlem	intersection of Harlem Rd. & Morton Rd.	North	10535'

GENERAL DESCRIPTION

e location and description of the proposed installation and appurtenances is mor lly shown on the attached plans and drawings. (Plans and drawings of Proposed stallation and appurtenances are required.)
e laying, construction, maintainence and/or repair of the proposed installation all be subject to "A Revised Order Regulating the Laying, Construction, Maintain- ce and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Along ads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of e Commissioners Court of Fort Bend County, Texas," as passed by Commissioners urt of Fort Bend County, Texas, dated the 14 day of January, 1980. corded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend unty, Texas, to the extent that such order is not inconsistent with Article 1436a rnon's Texas Civil Statutes.

NOTICE

tify building inspection section 48 urs in advance of construction. ceptionist 342-2863

Violation of this requirement shall nstitute grounds for job shutdown.

NSPECTION FEE: $25.00

COMPANY NAME: HOUSTON PIPE LINE COMPANY
AGENT and/or
OWNER (accessible 24 hrs/day, 7 days/week

Ted Williams
Signature

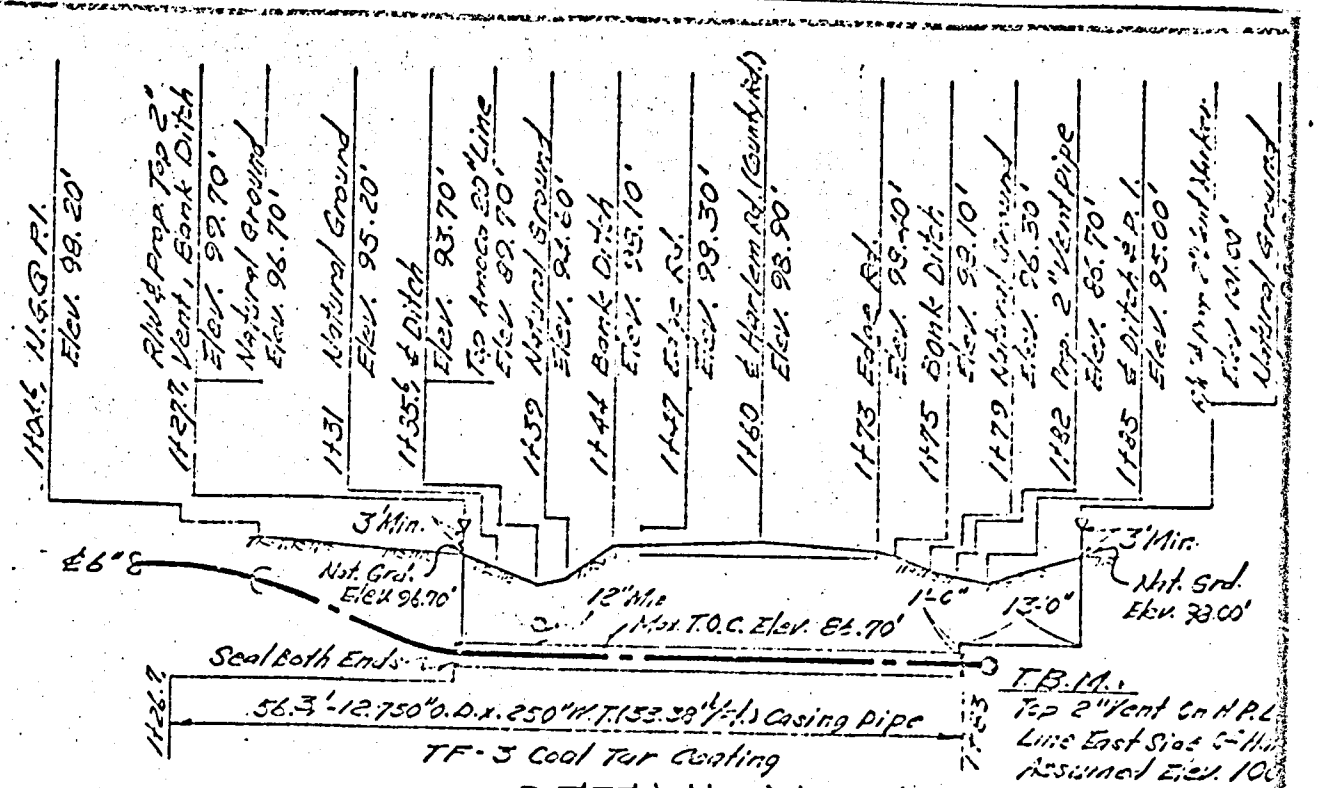
NAME & TITLE: Ted Williams, Right of Way Agent
Please Print

DATE: September 18, 1980

ADDRESS: P. O. Box 1188
Street/P.O. Box

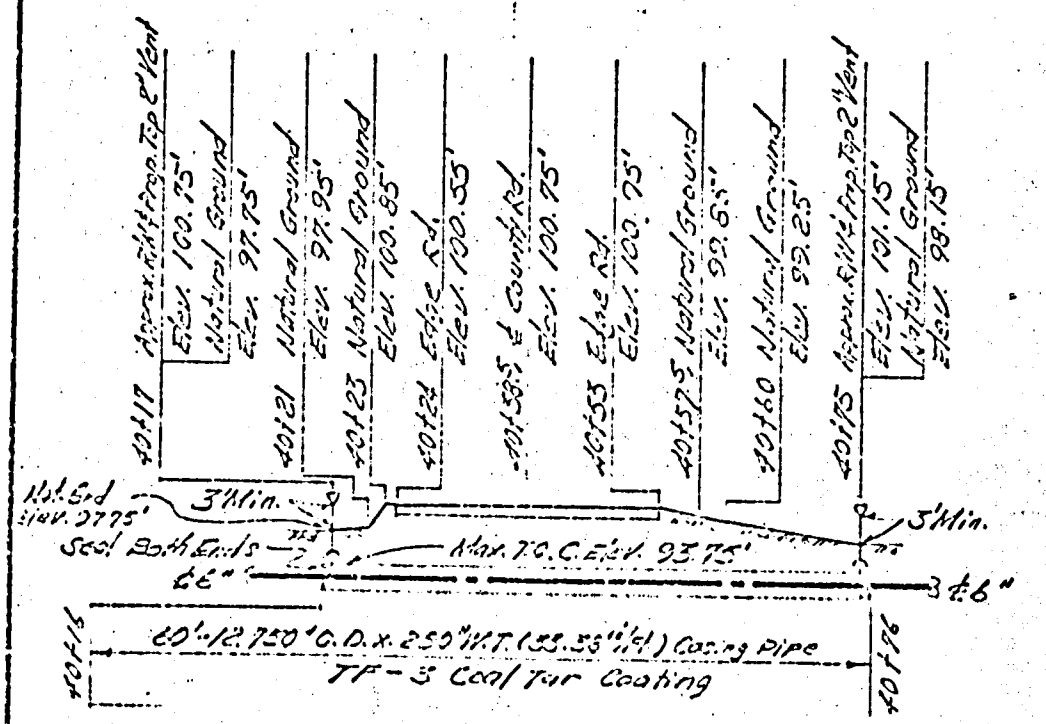
Houston Texas 77001
City State Zip

TELEPHONE NO: 654-6426 354-2365
Business Home



DETAIL NO. 1

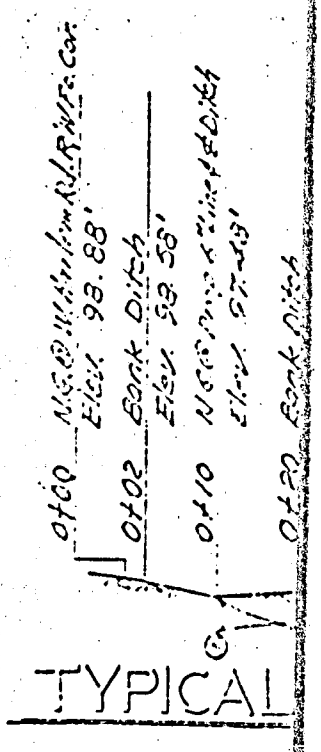
Scale: 1" = 20' H. & V.



DETAIL NO. 2

Scale: 1" = 20' H. & V.

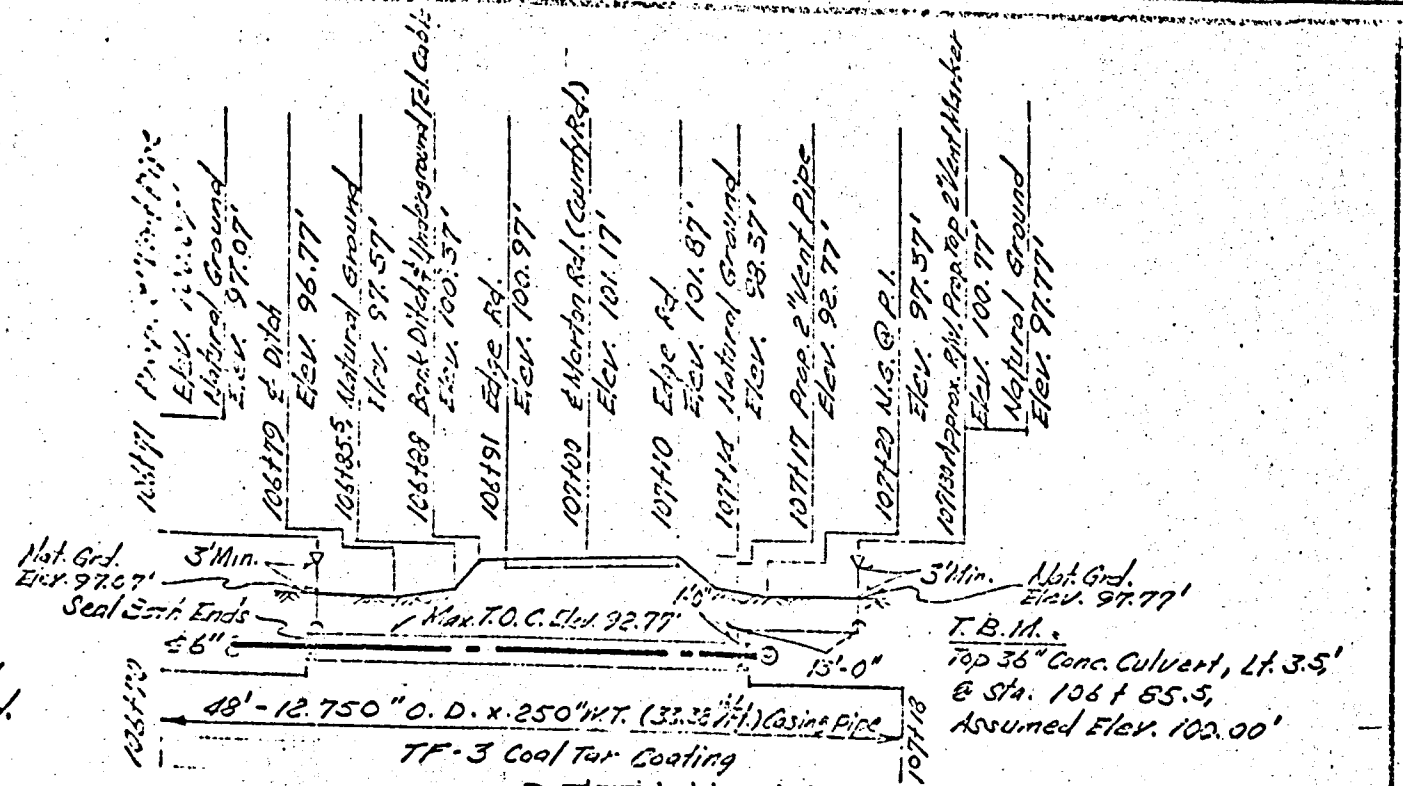
T.B.M.: R.R. Spike in Power Pole @ S. R/W of Co. Rd. 4 E. R/W of Harlem Rd. Assumed Elev. 100.00'



TYPICAL

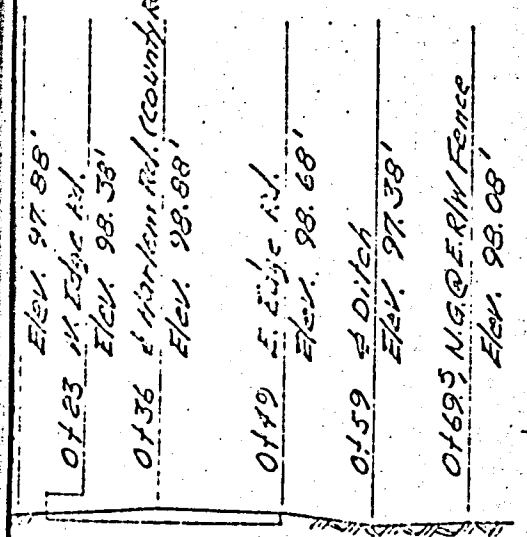
NOT DET DW

17



DETAIL NO. 3

Scale: 1" = 20' H. & V.



T.B.M. 60D Nail in 10" Creosote Post Rt. 10' @ Sta. 8+98.5 Assumed Elev. 100.00'

CROSS SECTION

Scale: 1" = 20' H. & V.

PIPE SPECIFICATIONS

Carrier Pipe:
6.625" O.D. x .188" W.T. (12.89 #/Ft.) A.P.I. 5LX
Gr. X-42 E.R.W. Pipe (U.S. Steel)

Test Pressure: 1600 P.S.I.G.
Max. Operating Press.: 1000 P.S.I.G.
Min. Yield Strength: 42000 P.S.I.

Casing Pipe:
12.750" O.D. x .250" W.T. (33.38 #/Ft.) Casing Pipe

Min. Yield Strength: 35,000 P.S.I.

E:
AILS TO BE USED WITH
G. HB-1379-10-H

1365 27-28
BOOK: 1430 PAGE: 6-7

HOUSTON PIPE LINE COMPANY
ENGINEERING DEPARTMENT • HOUSTON, TEXAS

PROP. PECAN GROVE FIELD 6" LINE
IN HARLEM & MORTON RD (COUNTY RD. R/W)
PROFILE DETAILS
FORT BEND COUNTY, TEXAS

DESIGNED BY	DATE	APPROVED BY	DATE
DRAWN BY	DATE 2-80	APPROVED BY	DATE
CHECKED BY	DATE 2-80	APPROVED BY	DATE 9-17-80
CORRECT BY	DATE	CHIEF ENGINEER	
W. O. NO.	SCALE	HB-1379-11-H	
FILE	SHEET OF		

REVISION BY DATE

13

17

FORT BEND COUN

LEONARD BURKNAPP
A-108

TEXAS INDUSTRIES, INC.

Exist. H.P.L.Co. 30" Line

N. 60°12'W.

S. 29°48'W.

P.I. 0°10 ΔRt. 90.00'

P.I. 1°04.6 ΔLt. 30°13'

P.I. 1°45 ΔLt. 89°27'

COUNTY RD. R/W

Prop. H.P.L.Co. 6" Line

10'

℄

R/W

10'

27'

19'

SEE DETAIL NO. 1

S. 00°08'W.

8'

1-8

S. 89°35'W.

℄ Rd. Ditch

Amoco 20" Pipeline

62+00

℄ Shell Dr.

R/W

℄ Farm Rd.

Rancho 20" Pipeline

℄ Farm Rd.

Mobile 12" Pipeline

TEXAS I

MATCH LINE

Juction Box

S. 00°15'W.

Juc. Box

℄ Ditch

P.I. 87

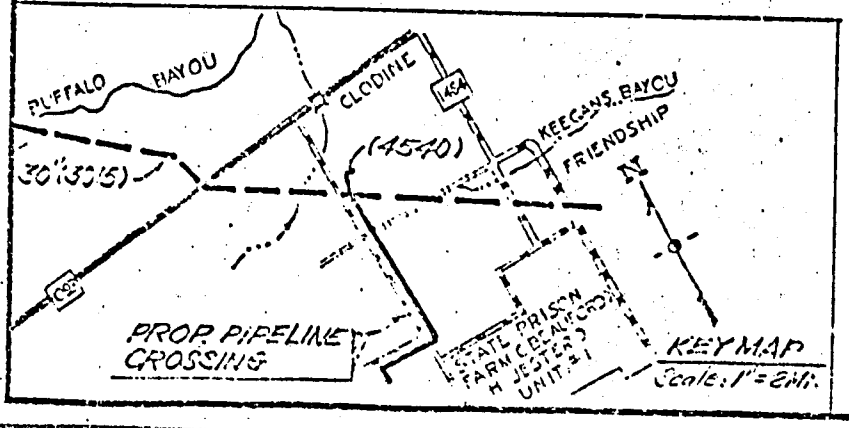
Underground Tel. Cable

℄ Rock Rd. To Houston Lighting & Power

Prop. H.P.L.Co. 6" Line

FOR DETAILS SEE DWG. HB-1379-11-H

SEE TYPI SECTION AT STA.



PIPE SPECIFICATIONS

Carrier Pipe:

6.625" O.D. x .188" W.T. (12.8
A.P.I. 5LX Gr. X-42 E.R.W. Pip

Test Pressure : 1850
Max. Operating Press. : 1000
Min. Yield Strength : 42,000

Casing Pipe :

12.750" O.D. x .250" W.T. (33.5
Min. Yield Strength :

13

17

TY, TEXAS

N

R/W 40 FT. S 21° 10' 07" R/W

℄ County Rd.
COUNTY RD. R/W
SEE DETAIL NO. 2

℄ Dirt Rd.

℄ Harlem Rd. (County Rd.)

22'

Dow 12" Pipeline

63'

S. 00° 15' W.

62 ± 00

MATCH LINE

, G.N.R.R.
A-367

℄ Morton Rd. (County Rd.)

INDUSTRIES, INC.

10' 27' 19'

SEE DETAIL NO. 3

STATE OF TEXAS
HARLEM STATE PRISION FARM

67.5'

R/W

S. 00° 3' E.

10'

℄ Rd. Ditch

R.I. 107 ± 20 ARC 89° 29'

COUNTY RD. R/W

℄ Dirt Field Dr.

5'

98.6 ± 4 LT. 0° 12'

℄ Road

I. & G.N.R.R.
A-367

R/W

55'

W. M. MORTON
A-62

COUNTY RD. R/W

5'

50'

S. 69° 26' W.

56.5'

Tower

℄ Farm Rd.

CAL CROSS
FOR DETAIL
87 + 98.6

1430 1 - 5
BOOK: 1365 PAGE: 24 - 26

2" I.P.

(F) (U.S. Steel)

P.I. 122 + 83.5 Δ LT. 0° 15'

P.S.I.C.
P.S.I.C.
P.S.I.

P.I. 124 + 41.5 Δ LT. 31° 06'

50'

S. 89° 11' W.
S. 1° 55' E.

(F) Casing Pipe
P.S.I.

HOUSTON PIPE LINE COMPANY
ENGINEERING DEPARTMENT • HOUSTON, TEXAS

PROP. PECAN GROVE FIELD 6" LINE
IN HARLEM ROAD & MORTON ROAD
(COUNTY RD. R/W)
FORT BEND COUNTY, TEXAS

DESIGNED BY	DATE	APPROVED BY	DATE 9-20
DRAWN BY	DATE 7-60	APPROVED BY	DATE
CHECKED BY E.K.	DATE 9-60	APPROVED BY	DATE 9-17-60
CORRECT BY	DATE		CHIEF ENGINEER
W. O. NO. 60-137	SCALE 1"=200'		HB-1379-10-H
FILE	SHEET OF		

REVISION: NO. | DATE | BY

17

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole Line Activity in Fort Bend County, dated 9/18/1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kuchwara
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

17

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

COUNTY OF FORT BEND

MMISSIONERS COURT

Precinct No. 4
Key Map Ref.
Notification No.

rmal notice is hereby given that HOUSTON PIPE LINE COMPANY
poses to lay, construct, maintain and/or repair a cable, conduit and/or pole
ne, upon, along, across the right of way of a County road within, Fort Bend
unty, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

oad Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased

13

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

oad Name	Distance & Direction From Nearest Intersection	To	Distance
Morton	1721.5' west of Harlem Road	Intersection of Harlem & Morton Rds.	1721.5'

GENERAL DESCRIPTION

location and description of the proposed installation and appurtenances is mor
ly shown on the attached plans and drawings. (Plans and drawings of Proposed
tallation and appurtenances are required.)
laying, construction, maintainence and/or repair of the proposed installation
ll be subject to "A Revised Order Regulating the Laying, Construction, Maintain-
e and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Along
ds, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of
Commissioners Court of Fort Bend County, Texas," as passed by Commissioners
rt of Fort Bend County, Texas, dated the 14 day of January, 1980.
orded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend
nty, Texas, to the extent that such order is not inconsistent with Article 1436
non's Texas Civil Statutes.

NOTICE

ify building inspection section 48
rs in advance of construction.
eptionist 342-2863

Violation of this requirement shall
stitute grounds for job shutdown.

SPECTION FEE: $25.00

COMPANY NAME: HOUSTON PIPE LINE COMPANY
AGENT and/or
OWNER (accessible 24 hrs/day, 7 days/week

Ted Williams
Signature

NAME & TITLE: Ted Williams, Right of Way Agent
Please Print

DATE: September 18, 1980

ADDRESS: P. O. Box 1188
Street/P.O. Box

Houston Texas 77001
City State Zip

TELEPHONE NO: 654-6426 Business 354-2365 Home

17

FORT BEND COUN

Exist. H.P.L.Co. 30" Line

N.60°12'W.

S.29°48'W.

P.I. 0+10 Δ Rt. 90.00'

P.I. 1+04.6 Δ Lt. 30°13'

P.I. 1+85 Δ Lt. 89°27'

LEONARD BURKNAPP
A-108

TEXAS INDUSTRIES, INC.

COUNTY RD. R/W

Prop. H.P.L.Co. 6" Line

10'

℄

R/W

27'

19'

10'

8'

SEE DETAIL NO. 1

S.89°35'W.

℄ Rd. Ditch

Amoco 20" Pipeline

S.00°08'W.

1. &

62+00

℄ Shell Dr.

R/W

℄ Farm Rd.

Rancho 20" Pipeline

℄ Farm Rd.

Mobile 12" Pipeline

TEXAS I

MATCH LINE

Juction Box

S.00°15'W.

Underground Tel. Cable

Juc. Box

℄ Ditch

P.I. 87

℄ Rock Rd. To Houston Lighting & Power

Prop. H.P.L.Co. 6" Line

FOR DETAILS SEE DWG. HB-1379-11-H

SEE TYPIC SECTION F AT STA. 8

BUFFALO BAYOU

CLODINE

KEEGANS BAYOU

FRIENDSHIP

(1540)

30"(3015)

PROP. PIPELINE CROSSING

STATE PRISON FARM (BEAUFORD H JESTER) UNIT #1

KEYMAP

Scale: 1" = 2 Mi.

PIPE SPECIFICATIONS

Carrier Pipe:

6.625" O.D. x .188" W.T. (18.89 #/

A.P.I. 5LX Gr. X-42 E.R.W. Pipe (

Test Pressure : 1800 P

Max. Operating Press. : 1000 P

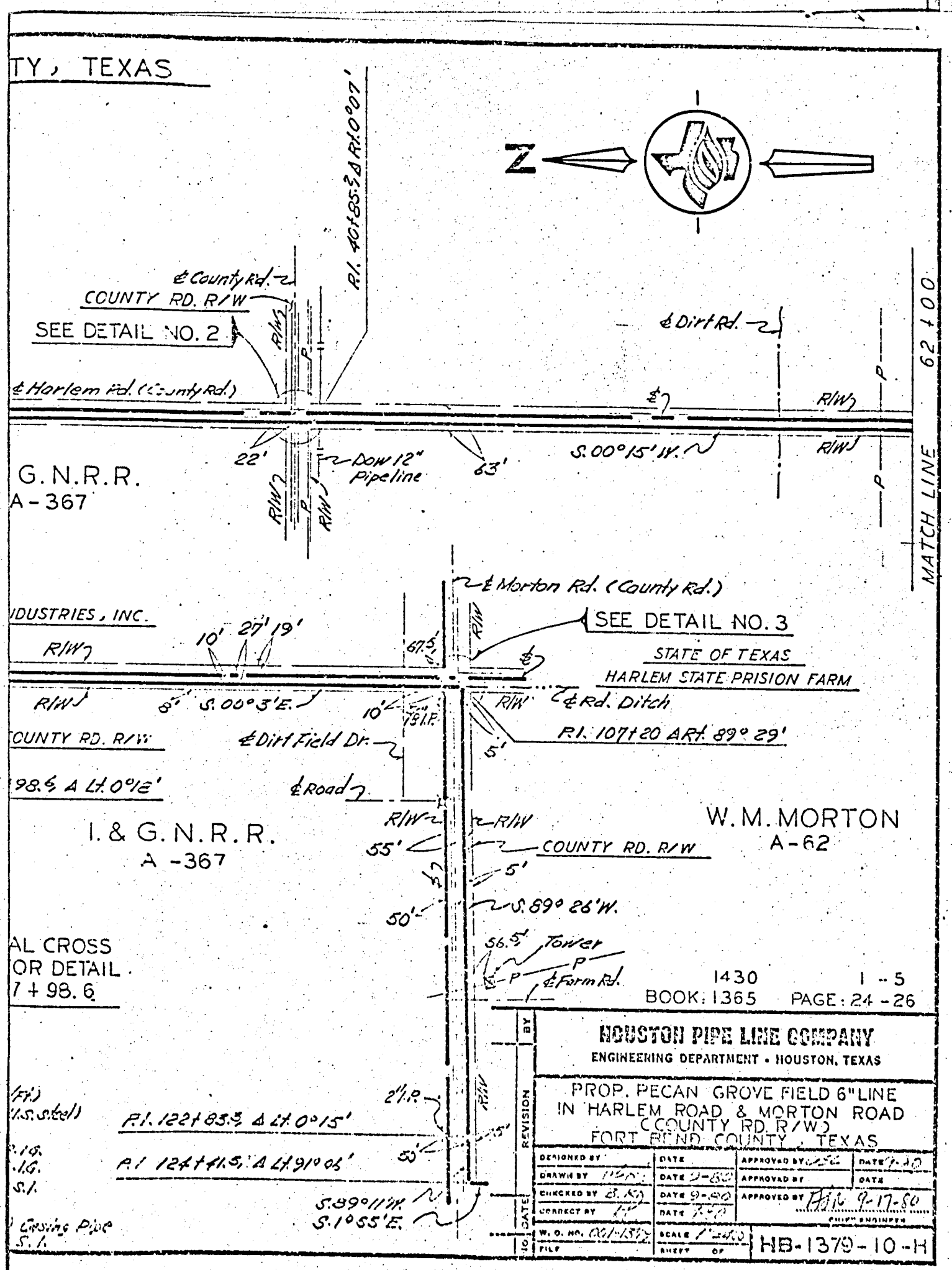
Min. Yield Strength : 42,000 P

Casing Pipe :

12.750" O.D. x .250" W.T. (33.30 #/F

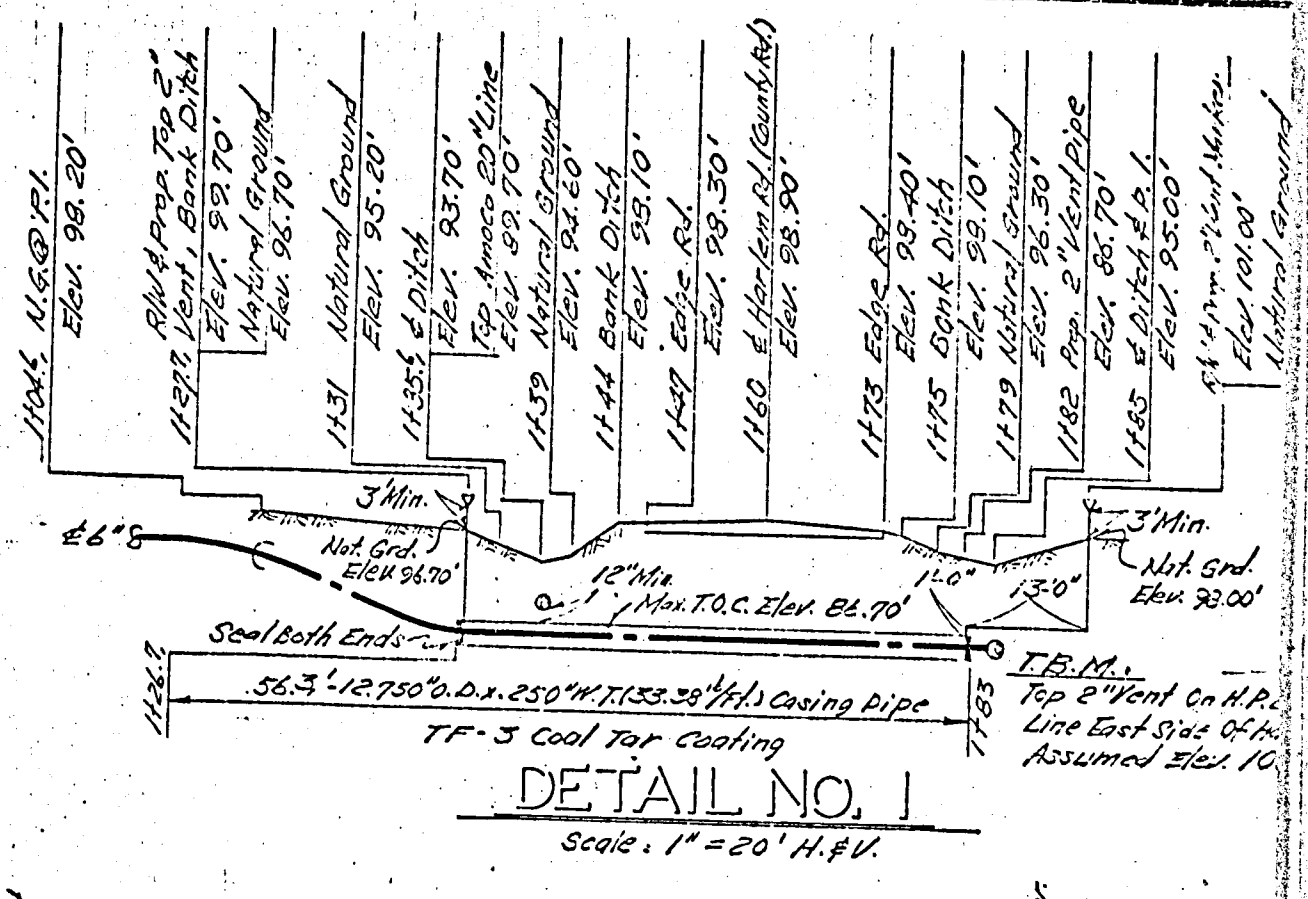
Min. Yield Strength : 35,000 P

17


TY, TEXAS
Z
P.I. 40+85.3 Δ Rt. 0°07'
℄ County Rd.
COUNTY RD. R/W
SEE DETAIL NO. 2
R/W
P
℄ Dirt Rd.
℄ Harlem Rd. (County Rd.)
℄
R/W
P
62+00
22'
Dow 12" Pipeline
63'
S. 00°15' W.
R/W
G.N.R.R.
A-367
R/W
P
R/W
P
MATCH LINE
℄ Morton Rd. (County Rd.)
IDUSTRIES, INC.
R/W
10'
27'
19'
67.5'
R/W
SEE DETAIL NO. 3
STATE OF TEXAS
HARLEM STATE PRISION FARM
R/W
8'
S. 00°3' E.
10'
78 I.P.
R/W
℄ Rd. Ditch
COUNTY RD. R/W
℄ Dirt Field Dr.
P.I. 107+20 Δ Rt. 89° 29'
5'
98.6 Δ Lt. 0°12'
℄ Road
R/W
R/W
W.M. MORTON
A-62
I. & G.N.R.R.
A-367
55'
COUNTY RD. R/W
5'
50'
S. 89° 26' W.
AL CROSS
OR DETAIL
7 + 98.6
56.5'
Tower
P
P
℄ Farm Rd.
1430
1-5
BOOK: 1365
PAGE: 24-26
HOUSTON PIPE LINE COMPANY
ENGINEERING DEPARTMENT • HOUSTON, TEXAS
PROP. PECAN GROVE FIELD 6" LINE
IN HARLEM ROAD & MORTON ROAD
(COUNTY RD. R/W)
FORT BEND COUNTY, TEXAS
DESIGNED BY
DATE
APPROVED BY
DATE
DRAWN BY
DATE 9-80
APPROVED BY
DATE
CHECKED BY
DATE 9-80
APPROVED BY
9-17-80
CORRECT BY
DATE
CHIEF ENGINEER
W. O. NO.
SCALE
FILE
SHEET OF
HB-1379-10-H
REVISION
BY
DATE
NO.
2" I.P.
R/W
P.I. 122+83.5 Δ Lt. 0°15'
P.I. 124+41.5 Δ Lt. 91° 06'
50'
5'
S. 89° 11' W.
S. 1° 55' E.
Casing Pipe
S.I.

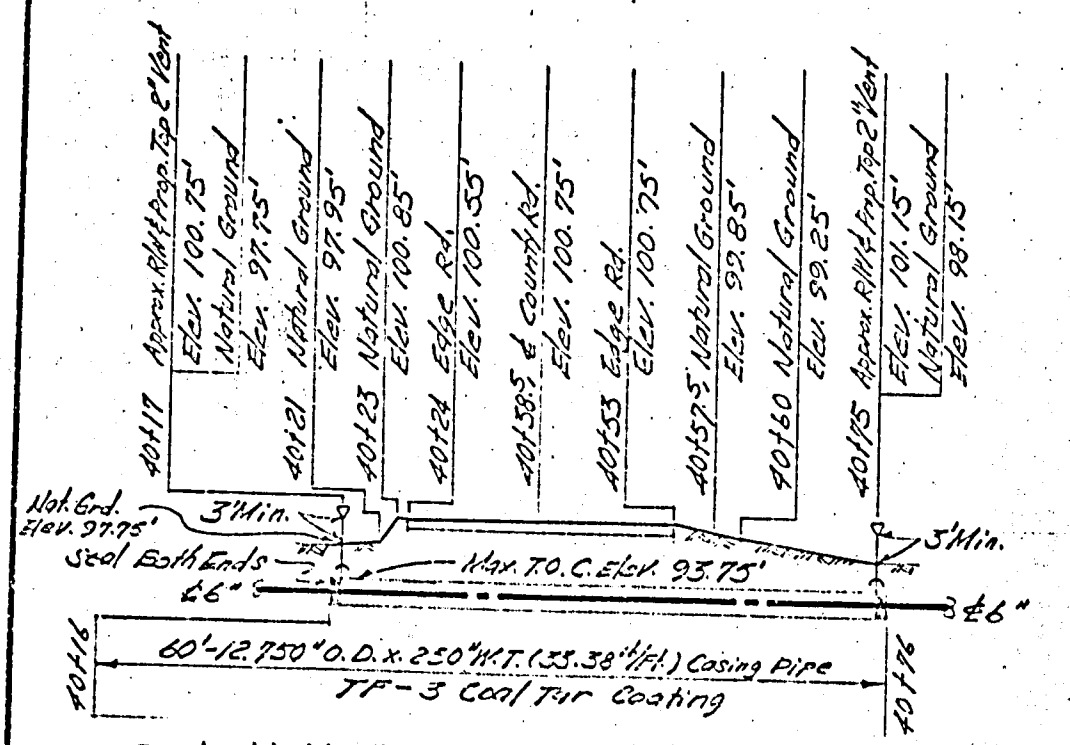
13

17.



DETAIL NO. 1

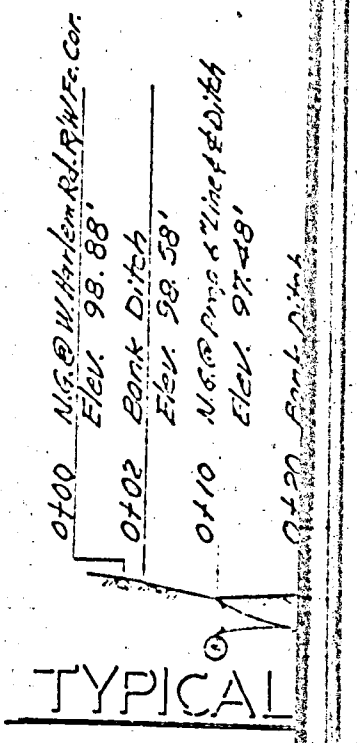
Scale: 1" = 20' H. & V.



DETAIL NO. 2

Scale: 1" = 20' H. & V.

T.B.M.: R.R. Spike In Power Pole @ S. R/W Of Co. Rd. & E. R/W Of Harlem Rd. Assumed Elev. 100.00'

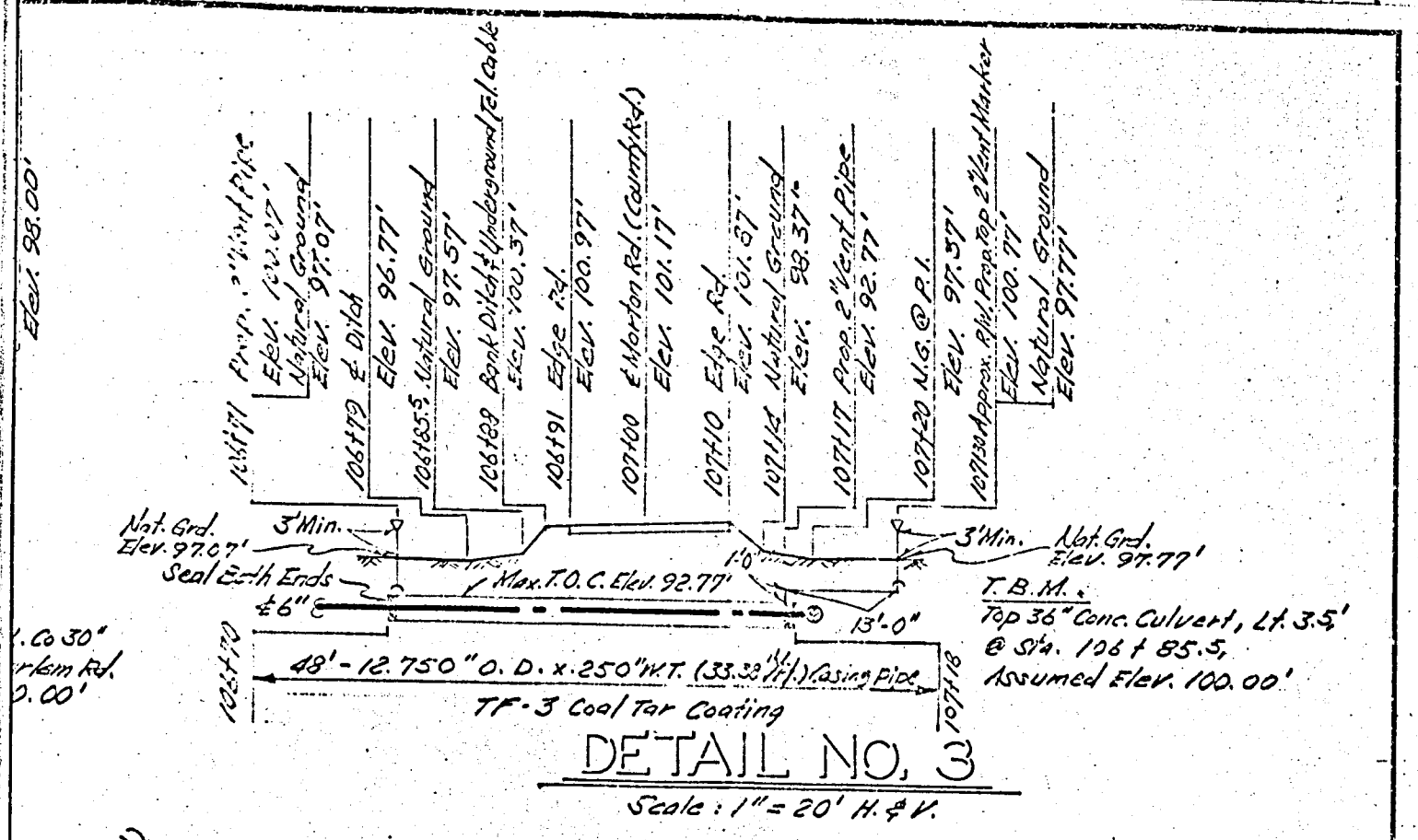


TYPICAL

NOT
DET
DW

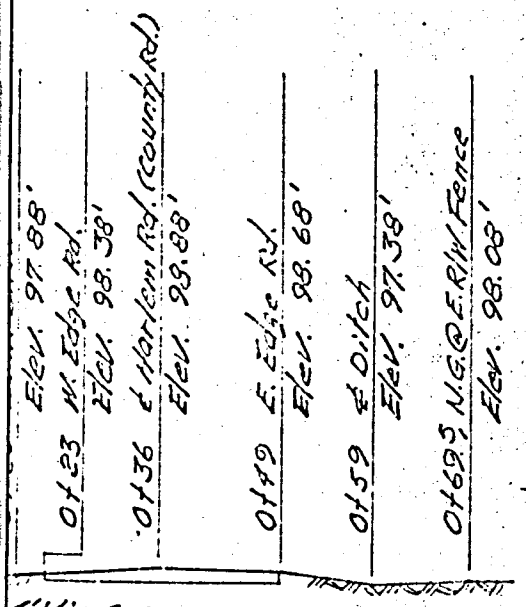
13

17



DETAIL NO. 3

Scale: 1" = 20' H. & V.



CROSS SECTION

Scale: 1" = 20' H. & V.

PIPE SPECIFICATIONS

Carrier Pipe:
6.625" O.D. x .188" W.T. (12.89 lb/Ft.) A.P.I. 5LX
Gr. X-42 E.R.W. Pipe (U.S. Steel)

Test Pressure: 1800 P.S.I.G.
Max. Operating Press.: 1000 P.S.I.G.
Min. Yield Strength: 42,000 P.S.I.

Casing Pipe:
12.750" O.D. x .250" W.T. (33.38 lb/Ft.) Casing Pipe

Min. Yield Strength: 35,000 P.S.I.

E:
AILS TO BE USED WITH
G. HB-1379-10-H

1365 27-28
BOOK: 1430 PAGE: 6-7

HOUSTON PIPE LINE COMPANY
ENGINEERING DEPARTMENT - HOUSTON, TEXAS

PROP. PECAN GROVE FIELD 6" LINE
IN HARLEM & MORTON RD. (COUNTY RD. R/W)
PROFILE DETAILS
FORT BEND COUNTY, TEXAS

DESIGNED BY	DATE	APPROVED BY	DATE 1-80
DRAWN BY	DATE 2-80	APPROVED BY	DATE
CHECKED BY B.K.D.	DATE 2-80	APPROVED BY	DATE 9-17-80
CORRECT BY	DATE 1-6		CHIEF ENGINEER
W. O. NO. 231-1379	SCALE Noted	HB-1379-11-H	
FILE	SHEET OF		

REVISION BY DATE NO

17

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole line activity in Fort Bend County, dated 9/18/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L. Kucheck
COUNTY ENGINEER.

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

17

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 4
Key Map Ref.
Notification No. HD-22-4

Formal notice is hereby given that HOUSTON PIPE LINE COMPANY proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Harlem	3853.5' North of Old Canal Road	56'	x			x

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	To	Distance

13

GENERAL DESCRIPTION

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintainence and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintainance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a Vernon's Texas Civil Statutes.

NOTICE

Notify building inspection section 48 hours in advance of construction.
Receptionist 342-2863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: HOUSTON PIPE LINE COMPANY
AGENT and/or
OWNER (accessible 24 hrs/day, 7 days/week

Ted Williams
Signature

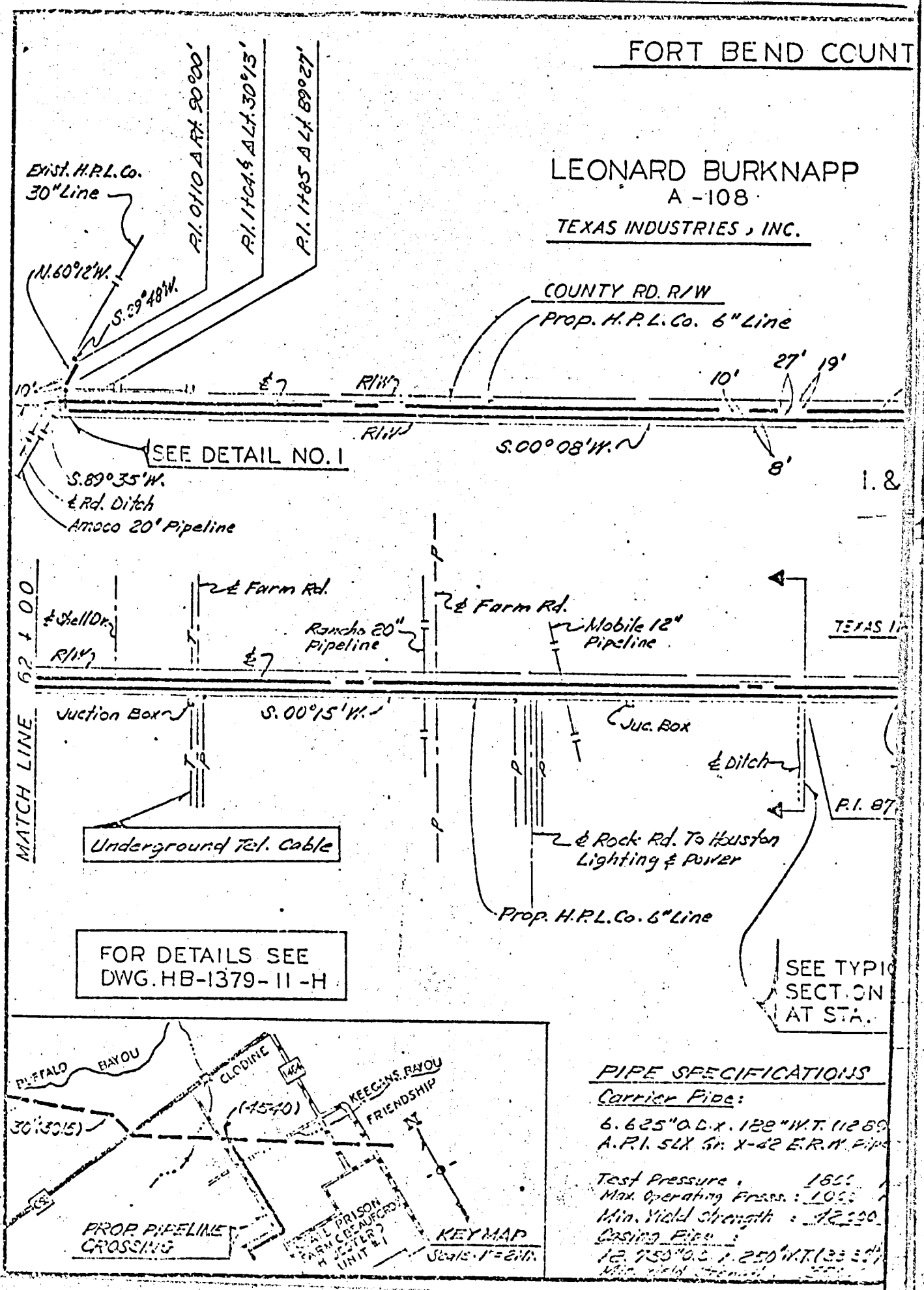
NAME & TITLE: Ted Williams, Right of Way Agent
Please Print

DATE: September 18, 1980

ADDRESS: P. O. Box 1188
Street/P.O. Box

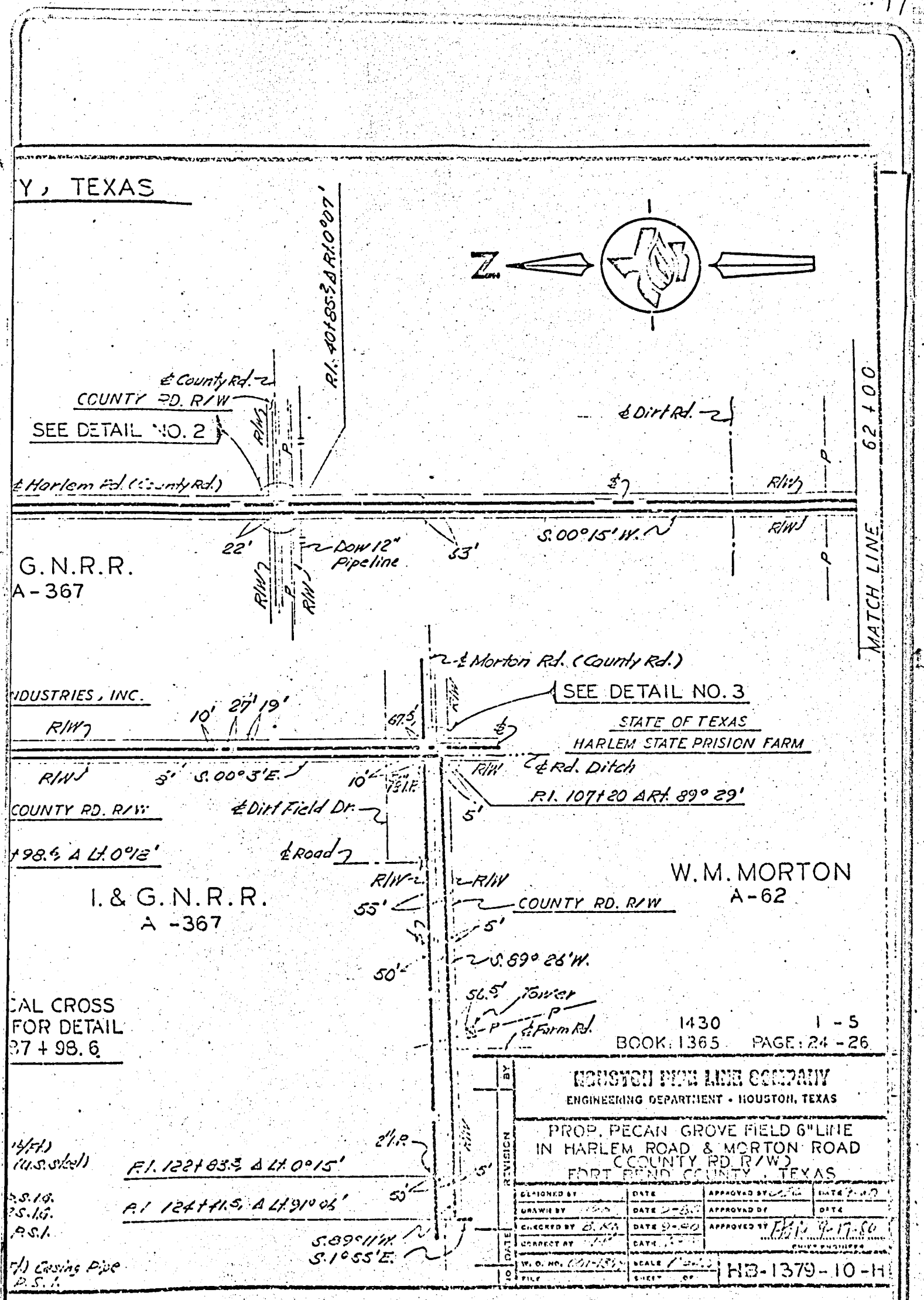
Houston Texas 77001
City State Zip

TELEPHONE NO: 654-6426 354-2365
Business Home


FORT BEND COUNT
LEONARD BURKNAPP
A-108
TEXAS INDUSTRIES, INC.
Exist. H.P.L. Co. 30" Line
N.60°12'W.
S.89°48'W.
P.I. 0+10 Δ Rt. 90°00'
P.I. 1+04.6 Δ Lt. 30°13'
P.I. 1+85 Δ Lt. 89°27'
COUNTY RD. R/W
Prop. H.P.L. Co. 6" Line
10'
R/W
27'
19'
10'
8'
SEE DETAIL NO. 1
S.00°08'W.
S.89°35'W.
℄ Rd. Ditch
Amoco 20" Pipeline
℄ Farm Rd.
℄ Farm Rd.
℄ Shell Dr.
Rancho 20" Pipeline
Mobile 12" Pipeline
TEXAS I
MATCH LINE 62+00
Juction Box
S.00°15'W.
Juc. Box
℄ Ditch
P.I. 87
Underground Tel. Cable
℄ Rock Rd. To Houston Lighting & Power
Prop. H.P.L. Co. 6" Line
FOR DETAILS SEE DWG. HB-1379-11-H
SEE TYPIC SECTION AT STA.
BUFFALO BAYOU
CLODINE
KEEGANS BAYOU
FRIENDSHIP
(4540)
30'(3015)
PROP. PIPELINE CROSSING
STATE PRISON FARM (BEAUFORD H. JESTER) UNIT #1
KEY MAP
Scale 1"=2 Mi.
PIPE SPECIFICATIONS
Carrier Pipe:
6.625" O.D. x .188" W.T. (12.89
A.P.I. 5LX Gr. X-42 E.R.W. Pipe
Test Pressure : 1800
Max. Operating Press. : 1000
Min. Yield Strength : 42,000
Casing Pipe :
12.750" O.D. x .250" W.T. (33.30
Min. Yield Strength

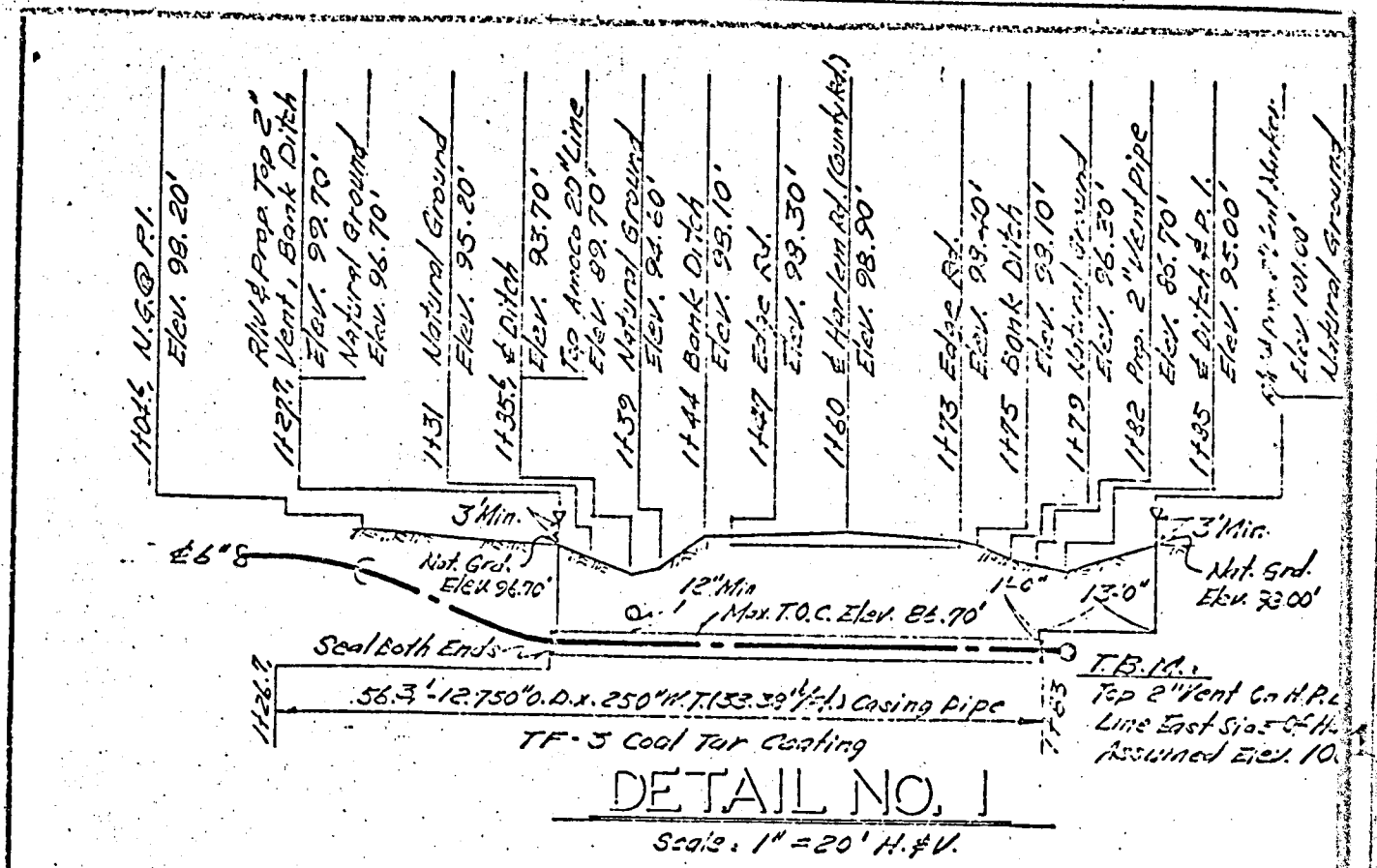
13

17

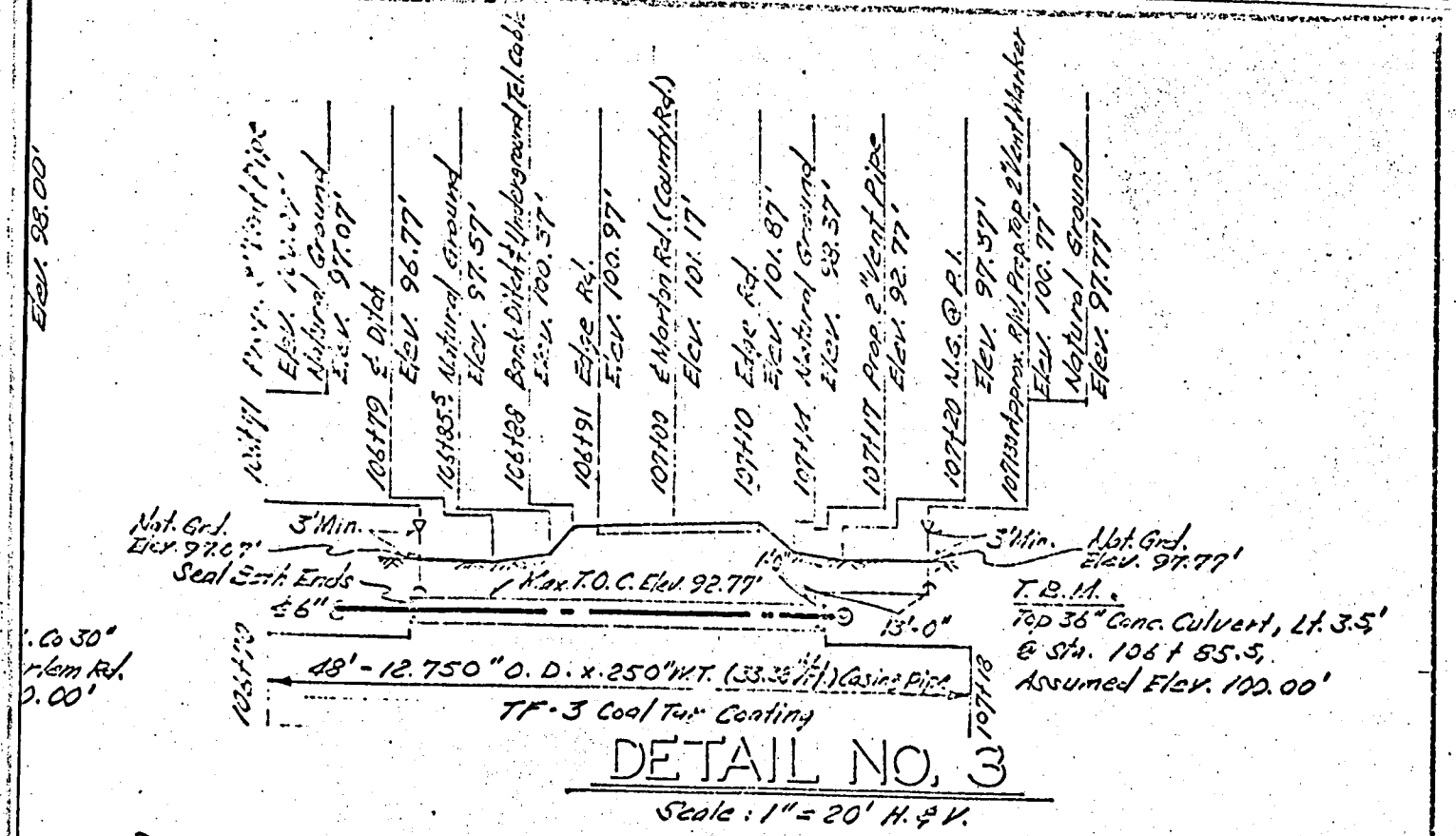

Y, TEXAS
Z
℄ County Rd.
COUNTY RD. R/W
SEE DETAIL NO. 2
R/W
P
P.I. 40+85.3 Δ Rt. 0°07'
℄ Dirt Rd.
℄ Harlem Rd. (County Rd.)
R/W
P
62+00
22'
Dow 12" Pipeline
53'
S. 00°15' W.
R/W
P
G.N.R.R.
A-367
MATCH LINE
℄ Morton Rd. (County Rd.)
SEE DETAIL NO. 3
NDUSTRIES, INC.
R/W
10'
27'
19'
67.5'
STATE OF TEXAS
HARLEM STATE PRISION FARM
R/W
8'
S. 00°3' E.
10'
R/W
℄ Rd. Ditch
P.I. 107+20 Δ Rt. 89° 29'
COUNTY RD. R/W
℄ Dirt Field Dr.
5'
+98.6 Δ Lt. 0°12'
℄ Road
R/W
R/W
W.M. MORTON
A-62
I. & G.N.R.R.
A-367
55'
COUNTY RD. R/W
5'
S. 89° 26' W.
50'
56.5'
Tower
P
P
℄ Farm Rd.
CAL CROSS
FOR DETAIL
37 + 98.6
2" I.P.
R/W
5'
P.I. 122+83.3 Δ Lt. 0°15'
50'
P.I. 124+41.5 Δ Lt. 91° 06'
S. 89° 11' W.
S. 1° 55' E.
(U.S. steel)
P.S.I.G.
P.S.I.G.
P.S.I.
Casing Pipe
P.S.I.
1430
1 - 5
BOOK: 1365
PAGE: 24 - 26
HOUSTON PIPE LINE COMPANY
ENGINEERING DEPARTMENT • HOUSTON, TEXAS
PROP. PECAN GROVE FIELD 6" LINE
IN HARLEM ROAD & MORTON ROAD
(COUNTY RD. R/W)
FORT BEND COUNTY, TEXAS
DESIGNED BY
DATE
APPROVED BY
DATE
DRAWN BY
DATE
APPROVED BY
DATE
CHECKED BY
DATE 9-80
APPROVED BY
9-17-80
CORRECT BY
DATE
CHIEF ENGINEER
W. O. NO.
SCALE
FILE
SHEET OF
HB-1379-10-H
REVISION
BY
DATE
NO

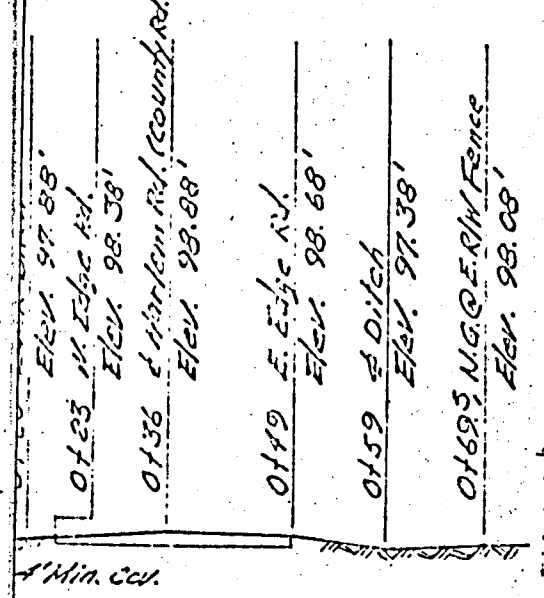
13

17.


1104± N.G.@ P.I. Elev. 98.20'
1132.2 Rim of Prop. Top 2" Vent, Bank Ditch Elev. 99.70'
Natural Ground Elev. 96.70'
1131 Natural Ground Elev. 95.20'
1135.6± ℄ Ditch Elev. 93.70'
Top Amoco 20" Line Elev. 89.70'
1139 Natural Ground Elev. 92.60'
1144 Bank Ditch Elev. 93.10'
1147 Edge Rd. Elev. 99.30'
1160 ℄ Harlem Rd. (County Rd.) Elev. 98.90'
1173 Edge Rd. Elev. 99.40'
1175 Bank Ditch Elev. 99.10'
1179 Natural Ground Elev. 96.30'
1182 Prop. 2" Vent Pipe Elev. 85.70'
1185 ℄ Ditch & P.I. Elev. 95.00'
Rim of Manhole and Marker Elev. 101.00'
Natural Ground
3' Min.
Nat. Grd. Elev. 96.70'
12" Min
Max. T.O.C. Elev. 84.70'
1'-0"
13'-0"
3' Min.
Nat. Grd. Elev. 98.00'
Seal Both Ends
1126.2
56.3'-12.750" O.D. x .250" W.T. (33.33 1/4 ft.) Casing Pipe
TF-3 Coal Tar Coating
1183
T.B.M.: Top 2" Vent on H.P.L. Line East Side of H. Assumed Elev. 10
DETAIL NO. 1
Scale: 1" = 20' H. & V.
40117 Approx. R/W Prop. Top 2" Vent Elev. 100.75' Natural Ground Elev. 97.75'
40121 Natural Ground Elev. 97.95'
40123 Natural Ground Elev. 100.85'
40124 Edge Rd. Elev. 100.55'
40153.5 ℄ County Rd. Elev. 100.75'
40155 Edge Rd. Elev. 100.75'
40157.5 Natural Ground Elev. 99.65'
40160 Natural Ground Elev. 99.25'
40175 Approx. R/W & Prop. Top 2" Vent Elev. 101.15' Natural Ground Elev. 98.15'
Nat. Grd. Elev. 97.75'
3' Min.
Seal Both Ends
Max. T.O.C. Elev. 93.75'
3' Min.
℄6"
℄6"
40116
60'-12.750" O.D. x .250" W.T. (33.33 1/4 ft.) Casing Pipe
TF-3 Coal Tar Coating
40176
DETAIL NO. 2
Scale: 1" = 20' H. & V.
T.B.M.: R.R. Spike in Power Pole @ S. R/W of Co. Rd. & E. R/W of Harlem Rd. Assumed Elev. 100.00'
0400 N.G.@ W. Harlem Rd. R/W E. Cor. Elev. 98.88'
0402 Bank Ditch Elev. 98.38'
0410 N. R/W Prop. 2" Vent & Bank Ditch Elev. 97.43'
0420 Bank Ditch
TYPICAL
NO DET DW

17





T.B.M. 60ᵈ Nail in 10" Creosote Post Rt. 10' @ Sta. 87+35.6 Assumed Elev. 100.00'

CROSS SECTION

Scale: 1" = 20' H. & V.

PIPE SPECIFICATIONS

Carrier Pipe:
6.625" O.D. x .188" W.T. (12.89 #/Ft.) A.P.I. 5LX Gr. X-42 E.R.W. Pipe (U.S. Steel)

Test Pressure: 1800 P.S.I.G.
Max. Operating Press.: 1000 P.S.I.G.
Min. Yield Strength: 42000 P.S.I.

Casing Pipe:
12.750" O.D. x .250" W.T. (33.38 #/Ft.) Casing Pipe

Min. Yield Strength: 35,000 P.S.I.

TE:
AILS TO BE USED WITH
G. HB-1373-10-H

1365 27-28
BOOK: 1430 PAGE: 6-7

HOUSTON PIPE LINE COMPANY
ENGINEERING DEPARTMENT • HOUSTON, TEXAS

PROP. PECAN GROVE FIELD 6" LINE IN HARLEM & MORTON RD. (COUNTY RD. R/W)
PROFILE DETAILS
FORT BEND COUNTY, TEXAS

DESIGNED BY	DATE	APPROVED BY	DATE 7-22
DRAWN BY	DATE	APPROVED BY	DATE
CHECKED BY	DATE 7-80	APPROVED BY	9-17-80
CORRECT BY	DATE	CHIEF ENGINEER	
W. O. NO.	SCALE 1" = 20'	HB-1379-11-H	
FILE	SHEET OF		

REVISION | BY | DATE

13

17

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole Line activity in Fort Bend County, dated 9/18/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L. Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

18

RE: APPROVE EXXON CORPORATIONS REVISED LETTER OF INDEMNITY AND APPROVE APPLICATION TO LAY PIPELINE ON SKINNER LANE IN PRECINCT #4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the application from Exxon Corporation to lay pipeline on Skinner Lane in Precinct #4.

The Court approved the revised letter of Indenmity from Exxon Corporation as follows:

EXXON COMPANY, U.S.A.
POST OFFICE BOX 2180 · HOUSTON, TEXAS 77001

PRODUCTION DEPARTMENT
EAST TEXAS DIVISION
[illegible]
MANAGER

September 24, 1980

R/W File 62139

Fort Bend County, Texas

Attention: Commissioners' Court

Gentlemen:

Exxon Corporation is the operator of certain wells and related facilities in the Randall Jones Survey, A-42 and the William Morton Survey, A-62, as well as various other surveys in Fort Bend County, Texas in the area known as Pecan Grove. In connection with the operation of these wells and related facilities, it will be necessary from time to time for Exxon to construct pipelines and cables alongside of and across certain Fort Bend County roads. Exxon expects to apply for permits from time to time, as required by "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners' Court of Fort Bend County, Texas," as passed by the Commissioners' Court of Fort Bend County, Texas on January 14, 1980.

In order that the Commissioners' Court of Fort Bend County, Texas may except Exxon from the bond requirements of Article XX of the aforementioned Court Order, Exxon hereby agrees:

(1) To accept all duties and obligations placed on a permittee under the provisions of the aforementioned Order of the Commissioners' Court.

(2) To act as a self-insurer and to indemnify and hold Fort Bend County harmless from all loss, damage or injury of any kind which may result to the County by reason of any failure on the part of Exxon to comply with any of the terms and provisions of the aforementioned Order, or by reason of the negligence of Exxon, Exxon's agents or employees in the construction, reconstruction, alteration, repair, extension, or laying of pipelines or cables.

Exxon's obligation hereunder will become effective on the date this letter is approved and accepted by the Commissioners' Court of Fort Bend County, Texas.

This letter, upon acceptance by the Commissioners' Court of Fort Bend County, Texas, will satisfy the requirements of Article XX of the aforementioned Court Order. If at any time thereafter the Commissioners' Court should find that Exxon is not financially responsible and capable of meeting the bond obligations set forth in the Court

A DIVISION OF EXXON CORPORATION

18

Fort Bend County, Texas
September 24, 1980
Page Two

Order, the Commissioners' Court may withdraw approval of this letter. However, that action by the Commissioners' Court will not be effective until after thirty (30) days notice to Exxon. In addition, if within that period Exxon posts a cash bond, then no permit shall be cancelled as a result of the withdrawal of approval of this letter.

Yours very truly,

EXXON CORPORATION

Form Approved
By KAB

By R. C. Vanbiber Jr.
R. C. Vanbiber, Jr.
Agent and Attorney in Fact

Trado Approved
By REC

GEL:cs

CERTIFICATE OF APPROVAL AND ACCEPTANCE

I certify on the 6 day of October, 1980, the foregoing letter of EXXON CORPORATION was presented to the Commissioners' Court of Fort Bend County, Texas and that the Commissioners' Court did on that day duly approve the same and accept it in full satisfaction of the bond requirements of Article XX of the hereinabove mentioned Order of the Commissioners' Court of Fort Bend County, Texas.

13

PEARL ELLETT, County Clerk and
Ex Officio Clerk of Commissioners'
Court of Fort Bend County, Texas

By Pearl Ellett
County Clerk ~~Deputy~~

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 4
Key Map Ref.
Notification No. EC-204

Formal notice is hereby given that Exxon Corporation proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Skinner Lane	500' + East of intersection with	56'	Yes	-	-	Yes
	North/South portion of Skinner					
	Lane					

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	To	Distance

GENERAL DESCRIPTION

Three 3" flowlines, each being installed within 56 feet of 6" conduit (welded joint) with water tight seals both ends. The flowlines will cross Skinner Lane at a location approximately 500' + East of the intersection with the North/South portion of Skinner Lane as shown on attached Plan and Profile Drawing No. 688-321-G-01.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)

The laying, construction, maintainence and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintainence and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14th day of January, 1980 recorded in Volume // of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436 Vernon's Texas Civil Statutes.

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-2863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00 In case of emergency, Call: Mr. Pete Mercer

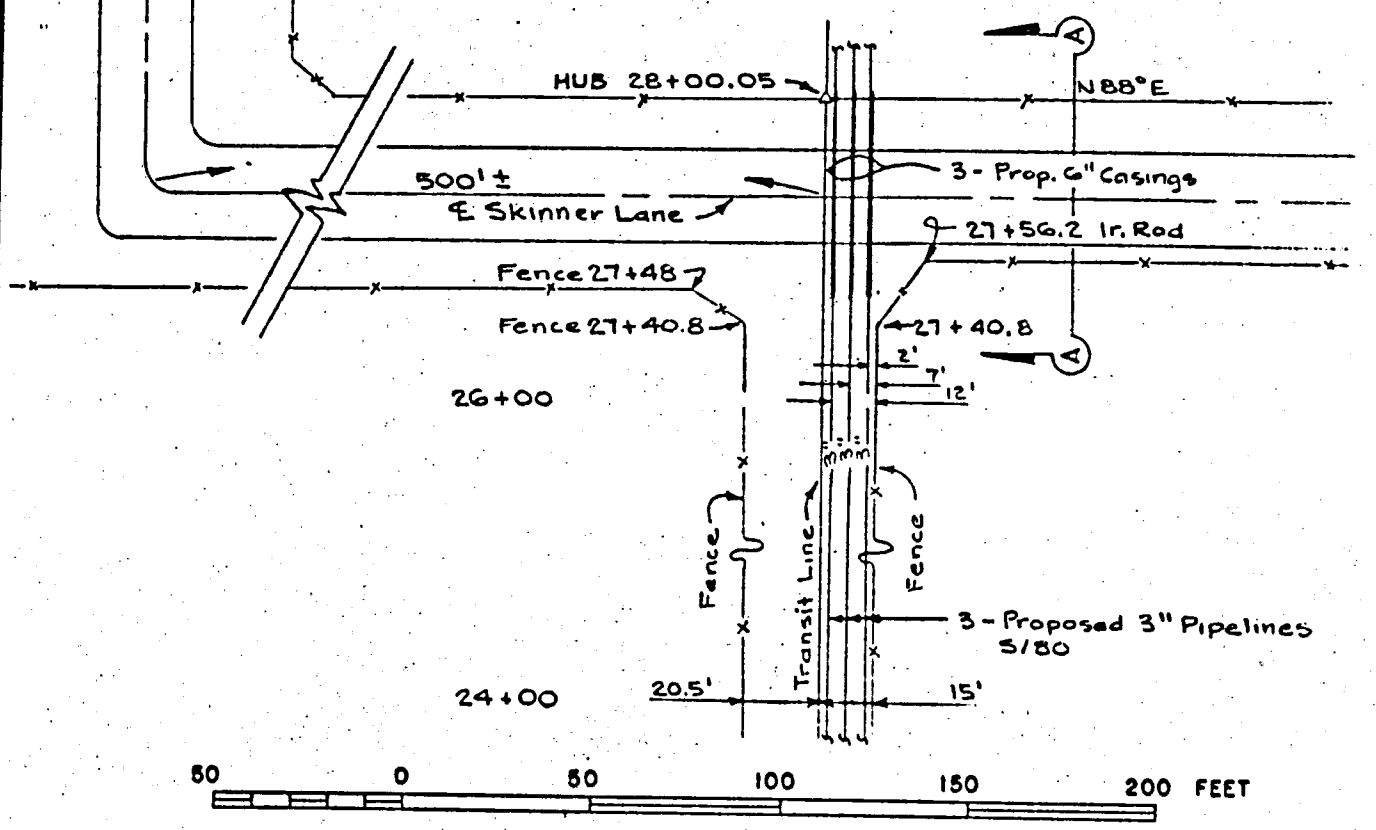
COMPANY NAME: Exxon Corporation
AGENT and/or
OWNER (accessible 24 hrs/day, 7 days/week

Form Approved B. E. Crowder
By KMB B. E. Crowder, Agent and Attorney-in-Fact
NAME & TITLE: Pete Mercer, Field Superintenden
Please Print
DATE: September 12, 1980
ADDRESS: P. O. Box 3-D
Street/P.O. Box
Thompsons, Texas 77481
City State Zip
TELEPHONE NO: 343-0522 342-3944
Business Home

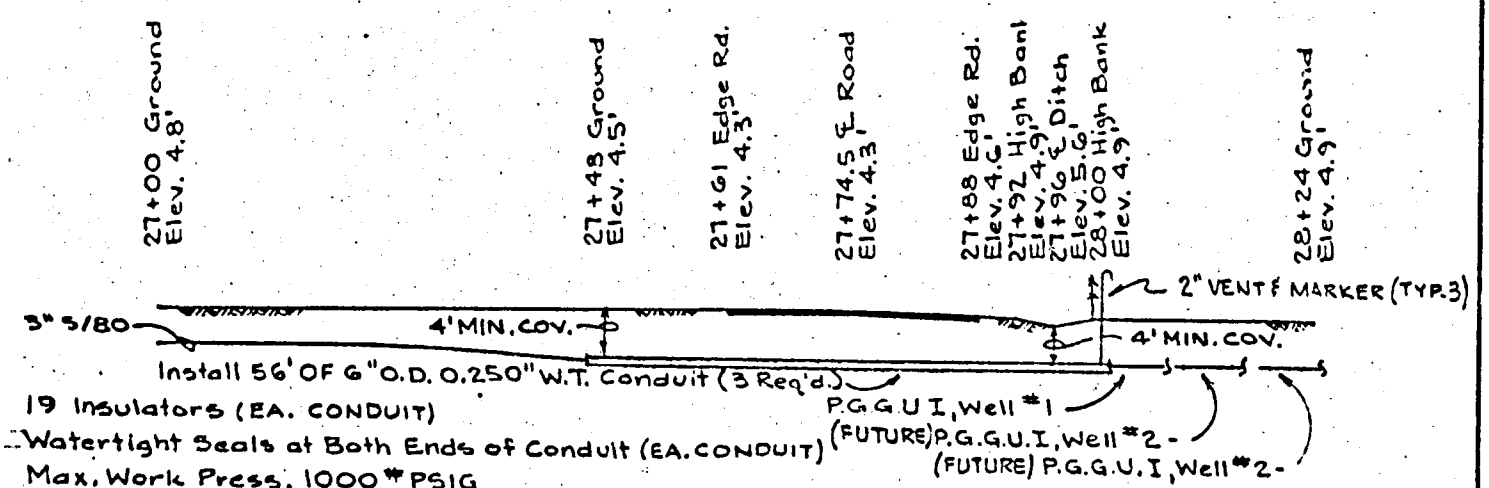
13

18

RANDALL JONES A-42



F/N Ref. ST 2880/21



19 Insulators (EA. CONDUIT)
Watertight Seals at Both Ends of Conduit (EA. CONDUIT)
Max. Work Press. 1000 # PSIG
Max. Design Press. 2553 # PSIG
TBM - 12" Hackberry - Elev. 2.78'

Vent Above Ground Surface For Possible Overflow

SECTION "A-A"

Horiz. Scale: 1" = 20'
Vert Scale: 1" = 20'

F/N Ref. ST 2880/23

CONTRACTOR	**EXXON COMPANY, U.S.A.** A DIVISION OF EXXON CORPORATION PRODUCTION DEPARTMENT EAST TEXAS DIVISION HOUSTON, TEXAS	3 ~ 3" PIPELINES CROSSING UNDER SKINNER LANE RANDALL JONES SUR. A-42 PECAN GROVE FORT BEND CO., TEXAS

NO.	DATE	ORIGINAL DRAWING	BY	CHK.	APPR.	MF.
0	9-4-80		SDS			

NO.	DATE	REVISION	BY	CHK.	APPR.	MF.

JOB NO.	VITAL RECORD NO.	SCALE	REV.	YEAR	SIZE	FIELD	FACILITY	CLASS	TYPE	SEQUENCE
	ETD 134.7	As Shown	0	1980	A	688	321		G	01

COLLATE

18

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole Line activity in Fort BendCounty, dated 9/12/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume ____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

19 RE: APPROVE APPLICATIONS FROM FORT BEND TELEPHONE COMPANY TO LAY BURIED CABLE ALONG BLAZE ROAD IN PRECINCT 2: NEEDVILLE-FAIRCHILD ROAD IN PRECINCT 2 AND JESKE ROAD IN PRECINCT 1:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the applications from Fort Bend Telephone Company to lay buried cable along Blaze Road in Precinct 2, Needville-Fairchild road in Precinct 2 and Jeske Road in Precinct 1.

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Fort Bend Telephone Company proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Blaze Rd.	715 feet west of Baker Rd.	60 feet	X			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	To	Distance
Blaze Rd.	715 west of Baker Rd.	1215 feet west	500 feet

GENERAL DESCRIPTION

Beginning at a point 715 feet southwest of the intersection of Blaze Rd. and Baker Rd. Thence, boring under Blaze Rd. to the northwest R.O.W. line. Thence, going west 500 feet, at 12 feet from the northwest R.O.W. line.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintainence and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintainence and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a Vernon's Texas Civil Statutes.

19

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-2863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Fort Bend Telephone Company
AGENT and/or
OWNER (accessible 24 hrs/day, 7 days/week

Mike Smerek
Signature

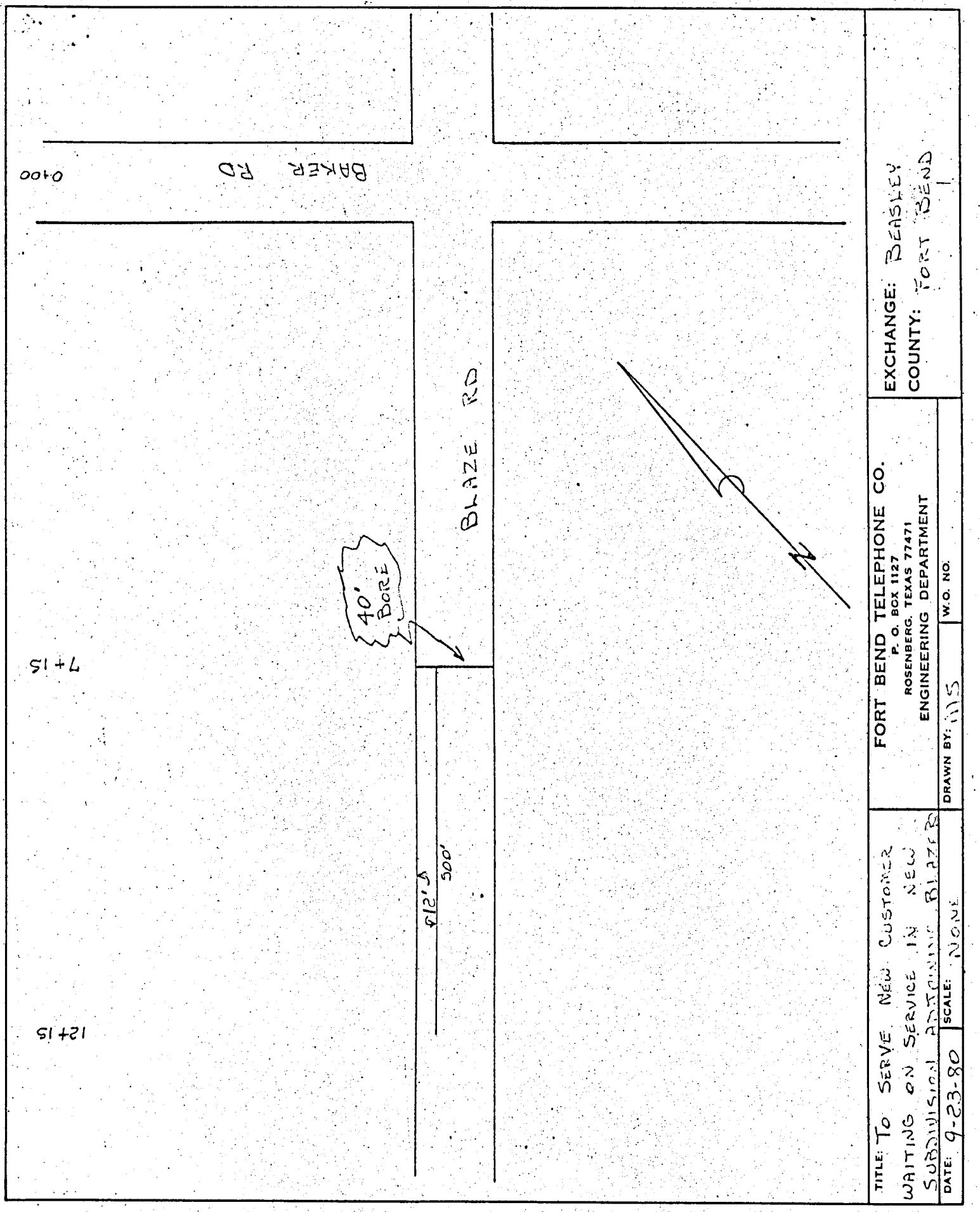
NAME & TITLE: Mike Smerek Engineer
Please Print

DATE: September 23, 1980

ADDRESS: P. O. Box 1127
Street/P.O. Box

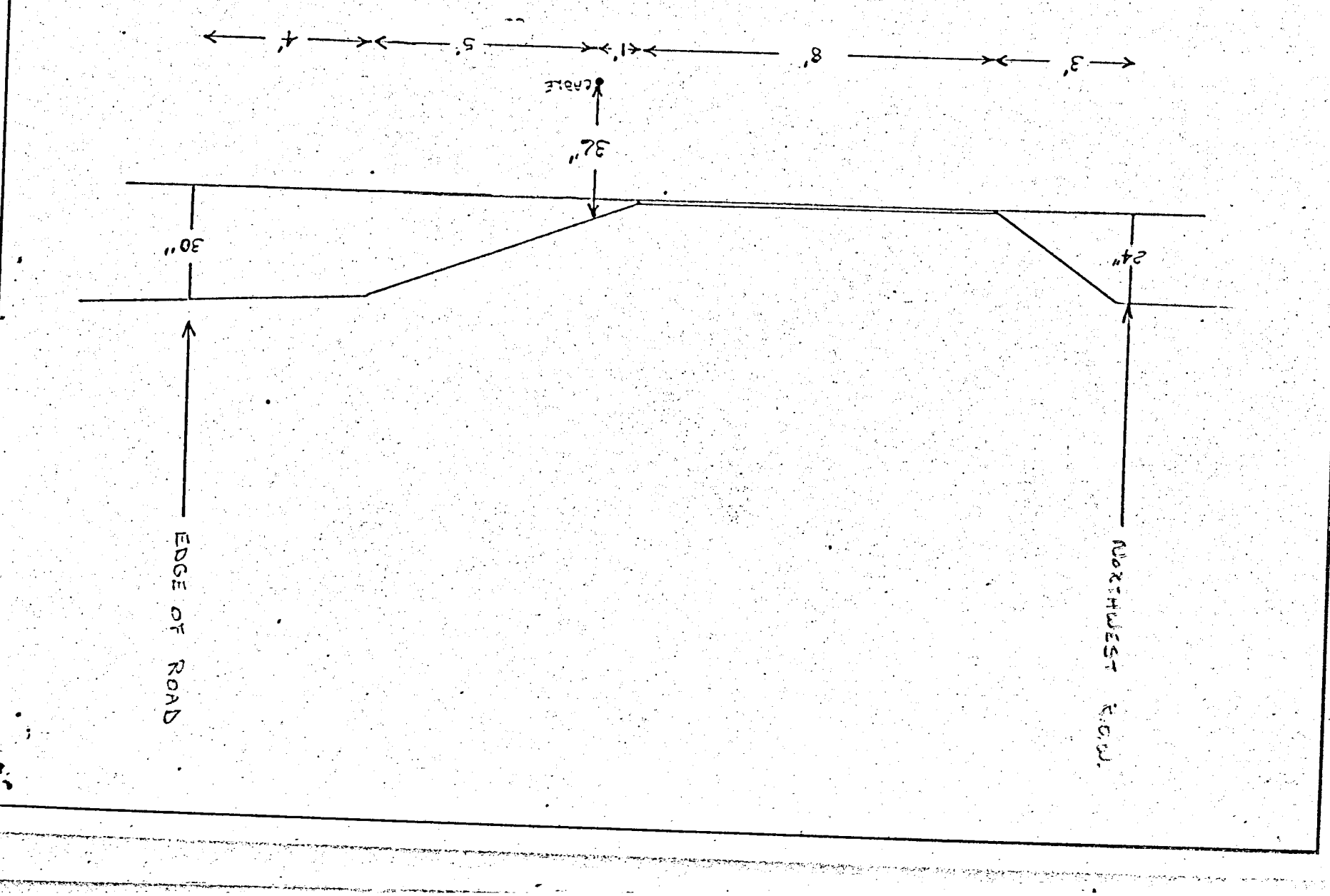
Rosenberg, TX 77471
City State Zip

TELEPHONE NO: 342-4651
Business Home



3

TITLE: PROFILE OF NORTHWEST DITCH OF BLANCO RD.	FORT BEND TELEPHONE CO. P. O. BOX 1127 ROSENBERG, TEXAS 77471 ENGINEERING DEPARTMENT	EXCHANGE: BEASLEY COUNTY: FORT BEND
DATE 9-23-20 SCALE: 1"=3'	DRAWN BY: MS W.O. NO. 1	



REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed cable, conduit and/or pole line activity in Fort Bend County, dated 9/23/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Johnnie Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY Stanley L. Kucheck
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Edlett
~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

19

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. FB-52-2

Formal notice is hereby given that Fort Bend Telephone Company proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	To	Distance
Needville-Fairchild RD.	@ Zamanek RD.	southwest	2614'
Zamanek RD.	@ Needville-Fairchild RD.	southeast	2781'

GENERAL DESCRIPTION

Beginning at the south intersection of Needville-Fairchild Rd. and Zamanek Rd. Thence, going southwest 2614', 20' from the southeast R.O.W. line of Needville-Fairchild Rd. Also from the same intersection, going southeast 2781', 12' from the southwest R.O.W. line of Zamanek Rd.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)

The laying, construction, maintainence and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintainence and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a Vernon's Texas Civil Statutes.

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-2863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: ~~Fort Bend Telephone Co.~~
AGENT and/or
OWNER (accessible 24 hrs/day, 7 days/week

Mike Smerek
Signature

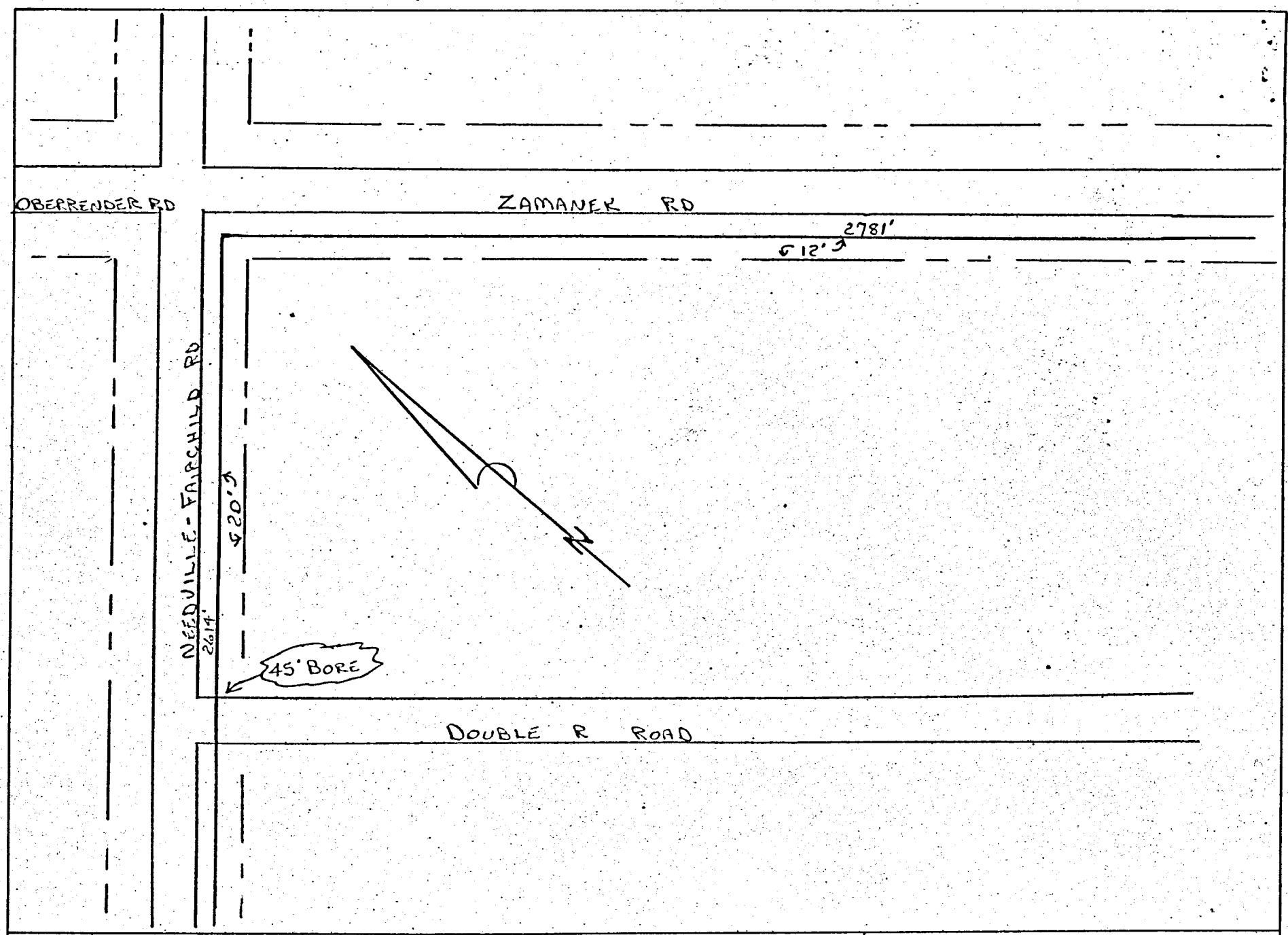
NAME & TITLE: Mike Smerek Engineer
Please Print

DATE: September 12, 1980

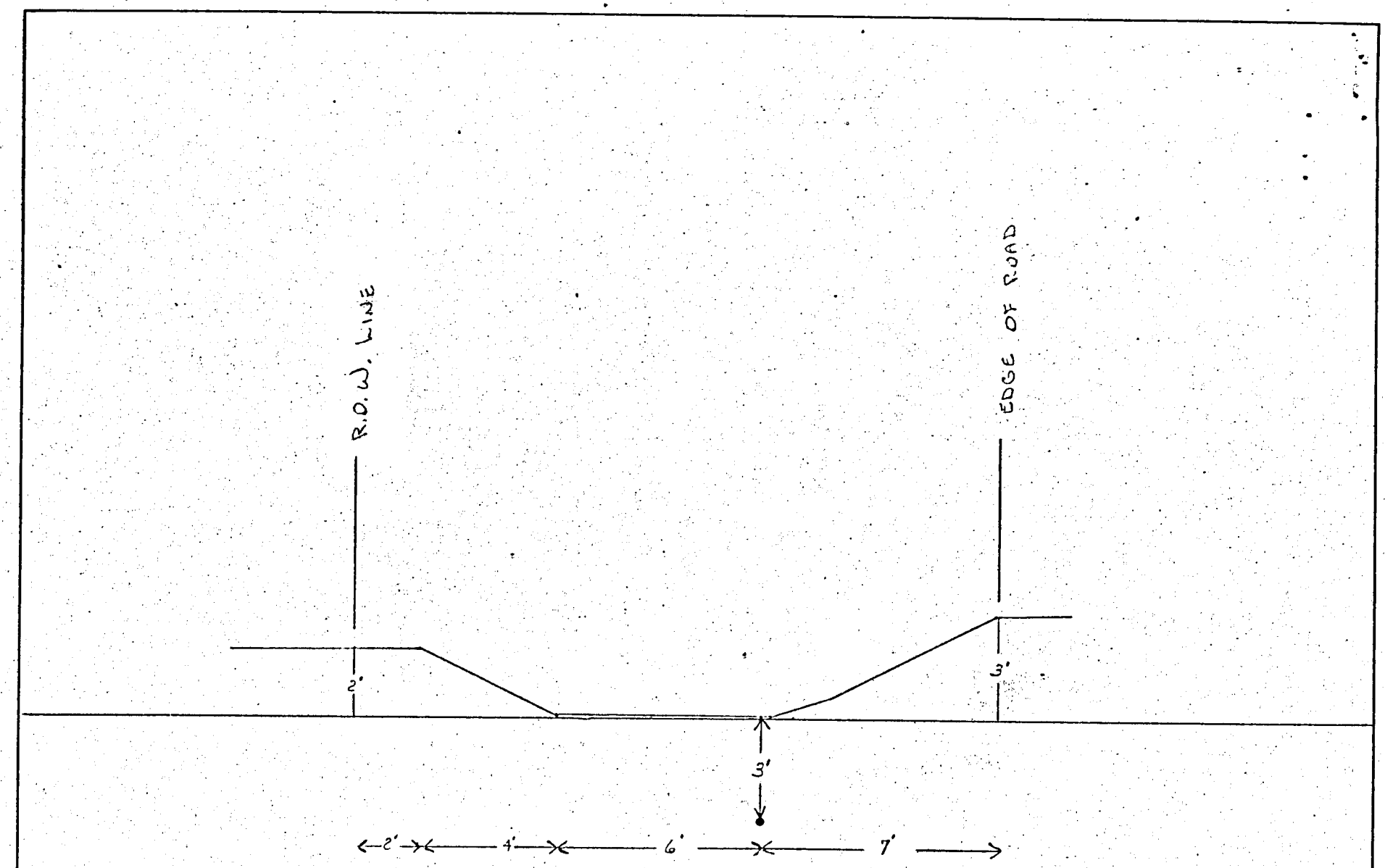
ADDRESS: P.O. Box 1127
Street/P.O. Box

Rosenberg, TX 77471
City State Zip

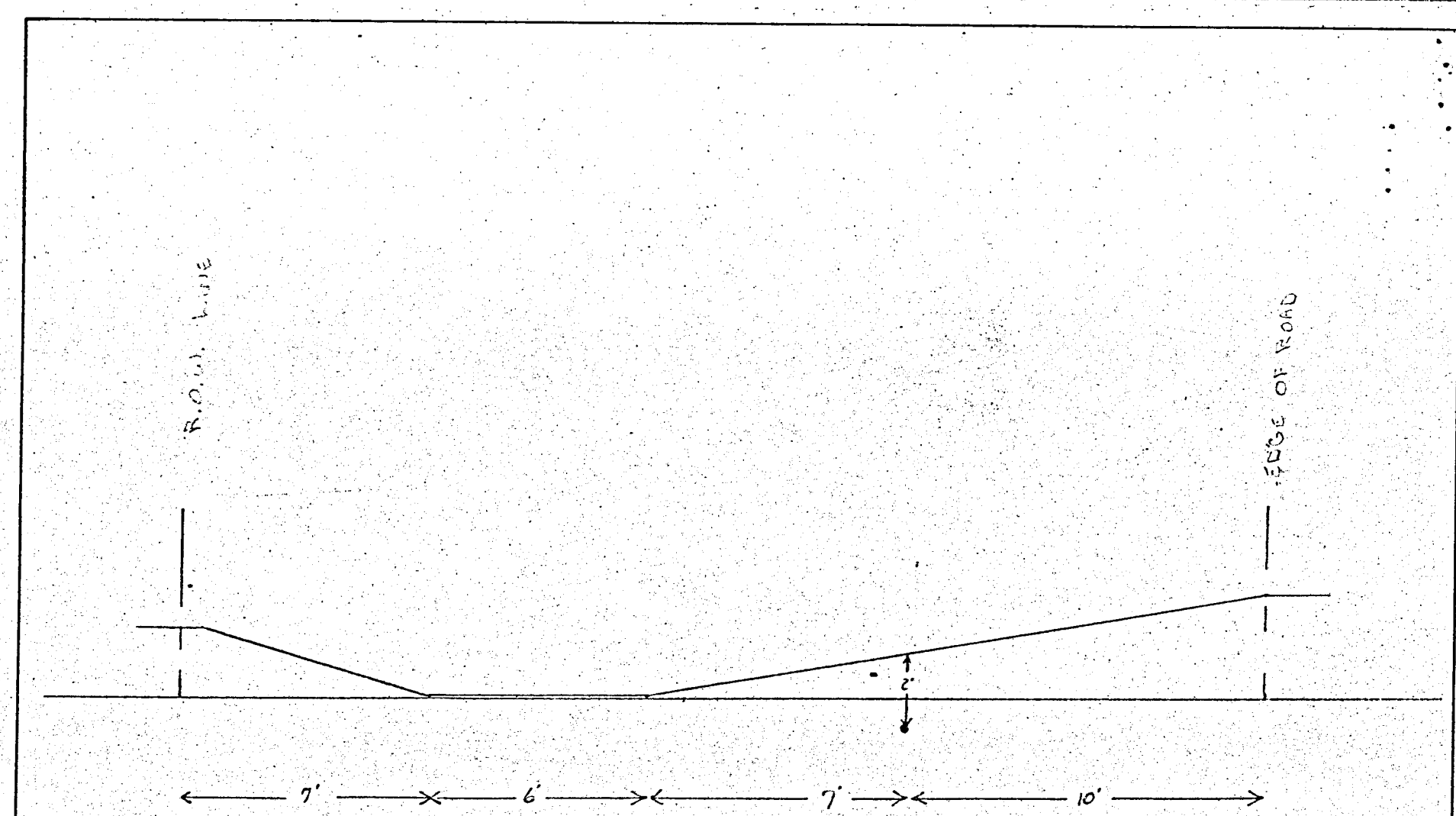
TELEPHONE NO: 342-4651
Business Home



TITLE: TO SERVE NEW CUSTOMERS ON ZAMANEK AND DOUBLE R ROADS		FORT BEND TELEPHONE CO. P. O. BOX 1127 ROSENBERG, TEXAS 77471 ENGINEERING DEPARTMENT	EXCHANGE: NEEDVILLE COUNTY: FT. BEND
DATE: 9-12-80	SCALE: NONE	DRAWN BY: MS	W.O. NO.



TITLE: ZAMANEK RD	FORT BEND TELEPHONE CO. P. O. BOX 1127 ROSENBERG, TEXAS 77471 ENGINEERING DEPARTMENT		EXCHANGE: NEEDVILLE COUNTY: FT. BEND
DATE: 9-12-80 / SCALE: 1" = 4'	DRAWN BY: MS	W.O. NO.	



TITLE: NEEDVILLE-FAIRCHILD RD	FORT BEND TELEPHONE CO. P. O. BOX 1127 ROSENBERG, TEXAS 77471 ENGINEERING DEPARTMENT		EXCHANGE: NEEDVILLE COUNTY: FT. BEND
DATE: 9-12-20 / SCALE: 1"=4'	DRAWN BY: MS	W.O. NO.	

19.

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed cable, conduit and/or pole line activity in Fort Bend County, dated 9/12/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Johnnie Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

3

BY Stanley L Kopecky
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

19 72

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

O COUNTY OF FORT BEND

OMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. FB-51-1

ormal notice is hereby given that Fort Bend Telephone Company roposes to lay, construct, maintain and/or repair a cable, conduit and/or pole ine, upon, along, across the right of way of a County road within, Fort Bend ounty, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Jeske Rd.	848 feet northwest of FM 1994	60 feet	X			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	To	Distance
Jeske Rd.	@ FM 1994	848 feet northwest	848 feet

GENERAL DESCRIPTION

Beginning at the northern intersection of FM 1994 and Jeske Rd.

Thence, going in a northwesterly direction 848 feet, at 5 feet from

the northwest ROW line. Thence, boring under Jeske Rd. to the southwest ROW line.

he location and description of the proposed installation and appurtenances is more ully shown on the attached plans and drawings. (Plans and drawings of Proposed nstallation and appurtenances are required.)

he laying, construction, maintainence and/or repair of the proposed installation hall be subject to "A Revised Order Regulating the Laying, Construction, Maintainnce and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Along oads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of he Commissioners Court of Fort Bend County, Texas," as passed by Commissioners ourt of Fort Bend County, Texas, dated the 14 day of January, 1980, ecorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend ounty, Texas, to the extent that such order is not inconsistent with Article 1436a ernon's Texas Civil Statutes.

NOTICE

otify building inspection section 48 ours in advance of construction. eceptionist 342-2863

Violation of this requirement shall onstitute grounds for job shutdown.

NSPECTION FEE: $25.00

COMPANY NAME: Fort Bend Telephone Company
AGENT and/or
OWNER (accessible 24 hrs/day, 7 days/week

Mike Smerek
Signature

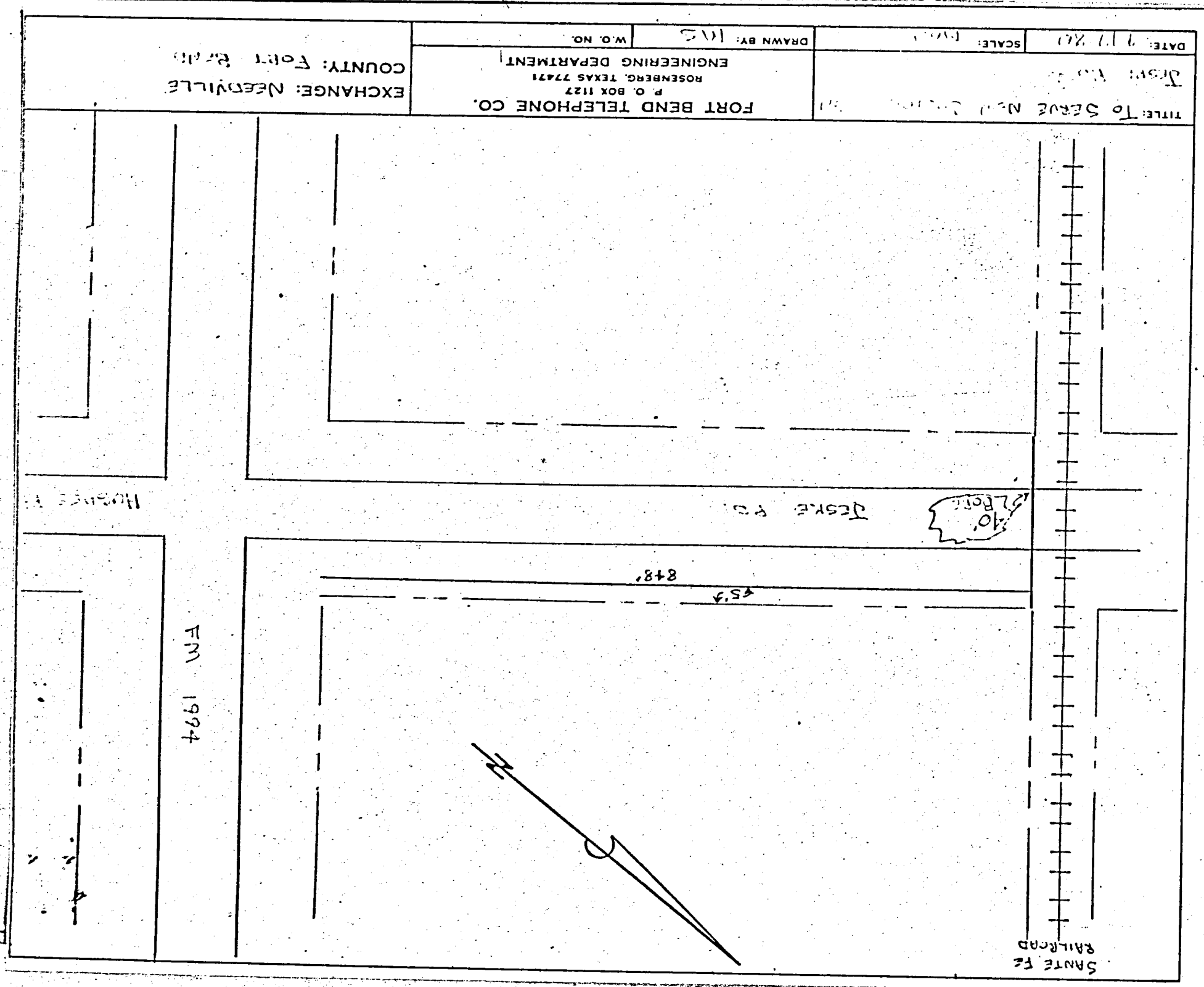
NAME & TITLE: Mike Smerek Engineer
Please Print

DATE: September 17, 1980

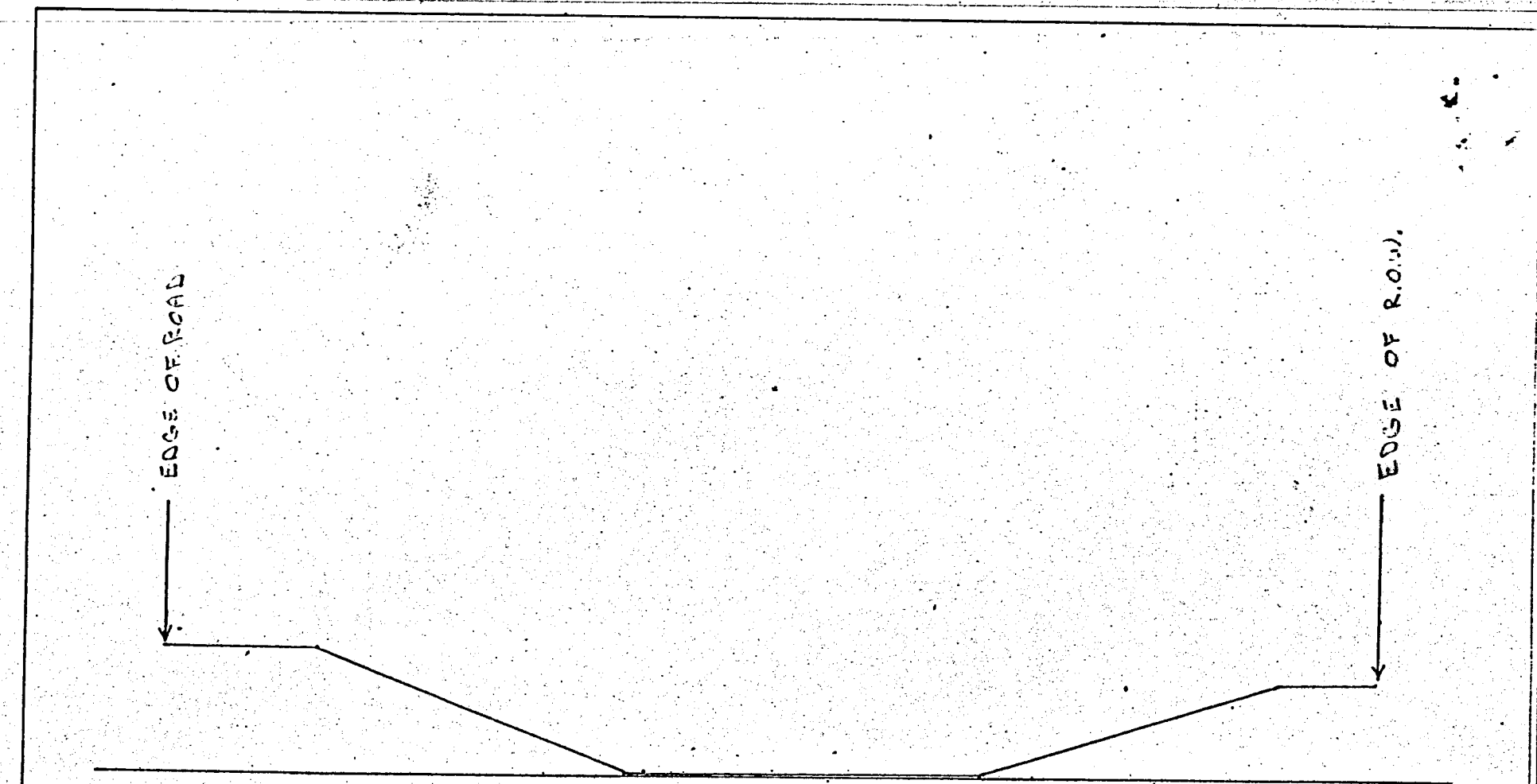
ADDRESS: P.O. Box 1127
Street/P.O. Box

Rosenberg, TX 77471
City State Zip

TELEPHONE NO: 342-4651
Business Home


TITLE: To Serve New Subdivision
Jesse Ross
DATE: 7-17-80
SCALE:
DRAWN BY: KVS
W.O. NO.
FORT BEND TELEPHONE CO.
P. O. BOX 1127
ROSENBERG, TEXAS 77471
ENGINEERING DEPARTMENT
EXCHANGE: NEEDVILLE
COUNTY: Fort Bend
SANTE FE RAILROAD
FM 1994
Jesse Ross
40' Bore
8+8'
45'
N

19



TITLE: DITCH SLOPE OF JESKE RD.		FORT BEND TELEPHONE CO. P. O. BOX 1127 ROSENBERG, TEXAS 77471 ENGINEERING DEPARTMENT	EXCHANGE: NEEDVILLE COUNTY: FORT BEND
DATE: 9-17-80	SCALE: 1" = 3'	DRAWN BY: MS	W.O. NO.

19

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole Line activity in Fort Bend County, dated 9/17/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Johnnie Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY Stanley L Kuchenka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

20 RE: APPROVE APPLICATIONS FROM GULF COAST CABLE TV TO LAY CABLE ACROSS SEVERAL STREETS IN THE MEADOWS SUBDIVISION IN PRECINCT 3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the applications from Gulf Coast Cable TV to lay cable across several streets in The Meadows Subdivision in Precinct #3.

20

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Cas
Kirkwood Road	100' South of Scottsdale Drive	100'	64'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

13

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/wee

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

20

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of proposed cable, conduit and/or Pole Line activity in Fort Bend County, dated September 17, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L. Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
Co Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

20

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Cas
Monticeto Lane	100' North of Scottsdale Dr.	60'	28'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

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GENERAL DESCRIPTION

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NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/wee

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

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BY _____
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
Deputy

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

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LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

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Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Kirkwood Road	100' North of Scottsdale Drive	100'	64'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

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Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

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NOTICE

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Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/wee

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

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BY Stanley T. Kuchar
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
Deputy

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

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LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
MONTBROOK	Between RADFORD & Scottsdale	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
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NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/wee

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

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BY [signature]
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
Deputy

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

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LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

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Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Cas
Meadow Valley	Between Brighton & Brook Meadow	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

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NOTICE

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Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/wee

David F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

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BY [signature]
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
Deputy

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LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Ca
Oak Meadow	Between Oak Meadow & Meadow Crest	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
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NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/wee

Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box.
HOUSTON TEX 77042
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BY _____
COUNTY ENGINEER

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CLERK OF COMMISSIONERS COURT

By Pearl Ellett
Deputy

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LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

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Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Cas
Meadow Valley - Between Brookmeadow & Oak Meadow		60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

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INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/wee

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
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BY Stanley L. Kuchuk
COUNTY ENGINEER

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CLERK OF COMMISSIONERS COURT

By Pearl Ellett
Co Clerk

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LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
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(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
ABLEWOOD LANE	- Between BEIGHTON & Brook Meadow	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

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David F. Meredith
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NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
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TELEPHONE NO: 780-9600 498-7781

20

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole Line activity in Fort Bend County, dated September 17, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of October, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY Stanley L. Kuchinsky
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
Co Clerk

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

92

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Meadow Valley	- Between Scottsdale & Dorrance	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.) The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/wee

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

20

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 1980, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole Line activity in Fort Bend County, dated September 17, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of October, 1980, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L. Kuchinka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
co clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

94

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Ablewood Lane	Between River Meadow & Meadow Crest	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/wee

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

20

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole Line activity in Fort Bend County, dated September 17, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of October, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L. Kuchinsky
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Elliott
Co Clerk

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

96

20

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Meadow Valley	Between Dorrance & Brighton Road	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

13

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/wee

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

97

20

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole Line activity in Fort Bend County, dated September 17, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of October, 1980, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L. Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
Co Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

20

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
ABLEWOOD LANE	Between Brookmeadow & River Meadow	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/wee

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHOME NO: 780-9600 498-7781

20

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole Line activity in Fort Bend County, dated September 17, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of October, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L. Kuchinsky
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Elliott
co clerk

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

20

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Dorrance Lane.	Between Mullholland & STURDIVANT	60'	36'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

13

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/week

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

20

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole line activity in Fort Bend County, dated September 17, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
Co Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

20

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
MULLHOLLAND DR.	Between DORRANCE & ALSTON	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/week

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

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REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole line activity in Fort Bend County, dated September 17, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L. Kuchok
COUNTY ENGINEER

COUNTY COURT OF FORT BEND COUNTY TEXAS

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
Co Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

20

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
Blair Meadow	Between Scottsdale & ALSTON	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 16 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/week

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

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REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole line activity in Fort Bend County, dated September 17, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kucherka
COUNTY ENGINEER

COUNTY COURT OF FORT BEND COUNTY, TEXAS

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
Co Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

20

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
Blair Meadow - Meadowhollow & Meadowdale	60'	32'				

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
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NOTICE

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INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/week

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

20

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole line activity in Fort Bend County, dated September 17, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kucherka
COUNTY ENGINEER

COUNTY COURT OF FORT BEND COUNTY, TEXAS

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
Co Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

20

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
SCARCELLA	100' SOUTH OF DORRANCE	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/week

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

20

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole line activity in Fort Bend County, dated September 17, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY Stanley L. Kuckuk
COUNTY ENGINEER

COUNTY COURT OF FORT BEND COUNTY, TEXAS

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
Co Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

20

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Case
BRIGHTON LANE	Between PENDER & STURDIVANT	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~ Owner (accessible 24 hrs/day, 7 days/week

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

20

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole line activity in Fort Bend County, dated September 17, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L. Kucherka
COUNTY ENGINEER.

COUNTY COURT OF FORT BEND COUNTY, TEXAS

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
Co Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

20

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
OXFORD GLEN	BETWEEN DORRANCE & SCOTTSDALE	60'	35'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1st day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes.

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/week

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

20

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable and/or Pole Line Activity in Fort Bend County, dated 9/17/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W, Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L. Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

COUNTY COURT OF FORT BEND COUNTY, TEXAS

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

20

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Kirkwood Road	100' west of Brook Meadows	100'	64'			

13

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro: or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute:

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/week

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

20

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable and/or Pole Line Activity in Fort Bend County, dated 9/17/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W, Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L. Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Cas
OXFORD GLEN	Between BRIGHTON & DORRANCE	60'	35'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/wee

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

20

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable and/or Pole Line Activity in Fort Bend County, dated 9/17/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W, Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Shirley L. Kuchler
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

20

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Bloomington Lane	- Between Beighton & Brook Meadow	60'	35'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/wee

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

20

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable and/or Pole Line Activity in Fort Bend County, dated 9/17/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W, Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY _____
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

20

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Kirkwood Road	100' West of Dorrance Lane	100'	64'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/wee

David F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

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REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable and/or Pole Line Activity in Fort Bend County, dated 9/17/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY Stanley L. Kucharz
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

20

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Bloomington Lane	100' EAST OF BROOK Meadow	60'	35'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 16 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/week

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box.
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

.20

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable and/or Pole Line Activity in Fort Bend County, dated 9/17/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY Stanley L. Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

20

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Case
Dorrance Lane	- Between Sturdivant & Pender	60'	40'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/week

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

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REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

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BY Stanley L. Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

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LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

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Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
VALLENCIA Street - Between ALSTON & DOERANCE		60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

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NOTICE

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INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/week

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

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BY Stanley L. Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

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LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate) GC-21E 3

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

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Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
VALLENCIA Street - Between ALSTON & DORRANCE		60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

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GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
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NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/week

D. F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

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BY Shirley L. Kirchberg
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

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LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

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Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Case
MONTICETO	Between MULLHOLLAND & BLAIR MEADOW	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

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NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/week

David F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TEX 77042
City State Zip

TELEPHONE NO: 780-9600 498-7781

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BY Shirley L. Kirchberg
COUNTY ENGINEER

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CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

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LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

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(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
Meadow Trail	100' North of Dorrance	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

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GENERAL DESCRIPTION

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NOTICE

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INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp.
AGENT ~~and/or~~
Owner (accessible 24 hrs/day, 7 days/week

David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-17-80
ADDRESS: 10085 WESTPARK
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BY Shirley L. Kuchodz
COUNTY ENGINEER

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CLERK OF COMMISSIONERS COURT

By Pearl Ellett
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LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
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(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Case
DORRANCE LANE	100' South of ABLEWOOD	60'	40'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

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(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
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Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Case
MULLHOLLAND LANE	- Betwee Meadowhollow & MONTICETO	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

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BY Stanley E. Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

21 RE: APPROVE TRANSFER OF LINE ITEMS AND AMEND RECEIPTS OF PRECINCT #3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the transfer of line items and amend receipts of R& B of Precinct #3, as follows:

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 6th day of October, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner Ed. H.Helwig and duly carried by the following vote: 13

AYES: 4

NAYES:

the following amendment (s) to said budget are hereby authorized:

Road and Bridge DEPT. Pct. #3	FROM	TO	INCREASE (DECREASE)
Gas & Oil	5,000.00	19,661.79	20,000.00
Unclassified	3,500.00	1,164.11	1,100.00
Repair & parts	10,000.00	4,623.17	2,000.00
Road Material	85,628.85	105,588.46	76,990.00

Funds came from $100,090.65 received from Pct. #2

Amend Receipts of R&B #3 for same Amt.

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W.Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

15

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

The Court reconvened at 1:30 o'clock P.M. for Public Hearing on Revenue Sharing Funds.

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22 RE: REVENUE SHARING HEARING:

The following appeared before the court to make request for revenue sharing fund.

1. Fort Bend County Planning Service Inc. ----------$37,134.00
2. Youth Opportunity Unlimited ----------$15,000.00
3. Fort Bend County Association for Retarded Citizens--$15,300.00
4. Fort Bend County Alcoholism Service Inc. ----------$15,300.00
5. Pearl Ellett, County Clerk ----------$10,000.00
6. Youth Conservation Corp. ----------$ 2,000.00
7. Ambulance Service
8. O. E. C. D.

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

Jodie Stevenson
COUNTY JUDGE

ATTEST:
Pearl Ellett
COUNTY CLERK

REGULAR SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 13th day of October, 1980, 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:

---

1 RE: ARRPOVE 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 October 6, 1980.

---

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

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

First National Bank of Richmond, Texas to Release $200,000.00 U. S. Treasury Bills due 10/2/80, receipt #337712 and to pledge $200,000.00 U. S. Treasury Bills due 4/2/81, receipt #349098.

---

3 RE: ACCEPT LOW BID OF M. L. HEATH ELECTRIC COMPANY FOR AIR COMPRESSOR FOR MAINTENANCE BUILDING AT THE NEW FORT BEND COUNTY JAIL:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court accepted the low bid of M. L. Health Electric Company for a Air Compressor for the Maintenance Building at the new Fort Bend County Jail, in the amount of $1,441.90.

(Bid recorded in the minutes in full)

AIR COMPRESSORS

1. M. L. Heath Electric Company
   Richard Norman 342-2191

   Dayton Speedaire Compressor
   5 HP w/ 80 gal. tank (Horizontal)
   w/ magnetic starter & Heaters $1,372.80

   Options:

filter/regulator/lubricator	42.50
50 ft. heavy duty industrial hose	24.00
coupler ass. (1 male & 1 female)	2.60
TOTAL	$1,441.90

   DELIVERY: 10-14 days

2. Vasco Equipment Warehouse Company
   Don McKenzie 869-4681

   Champion Air Compressor
   5 HP w/ 80 gal. tank w/
   magnetic starter and belt guard
   single phase $2,477.00

   TOTAL $2,477.00

   DELIVERY: 10-21 days

3. Marand Sales
   Dallas Pittman 664-5196

   Champion VR 58 compressor
   5 HP w/ 80 gal. vertical tank
   w/ magnetic starter $1,886.00

   Options:

automatic tank drain	42.00
low oil monitor	46.00
cork rubber mount pads (vibration for adsorption	27.00
stainless steel discharge hose (2-ft) for vibration absorption	89.00
TOTAL	$2,090.00

   DELIVERY: 10-14 days

   ADDITIONAL OPTIONS:

refrigerated air dryer & after-cooler	966.00
50-ft. hose	75.00
filter/regulator/lubricator	60.00

4. Brazos Equipment Sales Company
   Robert Koenig

   New 5 H.P Air Compressor
   230 volt single phase, magnetic starter
   2 cyl. pump, pressure switch set 145 PSI and
   off at 175 PSI, 200 PSI Safety valve
   80 gal. vertical or horizonal tank
   ASME National Board Rated to meet Standard
   of American Society of Mechanical Engineers $1,634.38

   TOTAL $1,634.38

   DELIVERY: 3 days following order

4 RE: ACCEPT LOW BID OF VASCO EQUIPMENT WAREHOUSE COMPANY FOR A HIGH PRESSURE CLEANER FOR THE MAINTENANCE BUILDING AT THE NEW FORT BEND COUNTY JAIL:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court accepted the low bid of Vasco Equipment Warehouse Company for High pressure cleaner for the Maintenance Building at the new Fort Bend County Jail, in the amount of $1,057.23.

High Pressure Cleaner Bids

Vasco Equipment Warehouse Co. 869-4681
Don E. McKenzie

-Bid Enclosed-

Unit Price - $1,057.23

Coastal Pressure Systems 926-5413
Ray Johnson

-Bid Enclosed-

Unit Price - $2,713.75
(if paid w/in 30 days of delivery)
Delivery: Immediate

4.

Marand Sales
Dallas Pittman

664-5196

Mosbury high pressure cleaner - cold, hot, or steam cleaning.
Stationery
Electric gas-fired
1000 - 1200 ps;
4 - 5 gal/min.
Heavy Industrial

Unit Price - ~~$4,~~4146.00
Delivery: Immediate

Delco High pressure cleaner - cold, hot or steam cleaning
3.7 gal/min.
1200 psi
Electric fired

Unit Price - $2,583.00
Delivery: 2 - 4 weeks

Pre-soak solution - recommended with the above unit

400 lbs. - 82¢/lb.

13

L & A Products of Houston
Ed Punswick

789-0104

Alkota high pressure washer

5.0 gal.	1500 psi	5 h.p.	$3,550.00
4.2 gal.	1200 psi,	3 h.p.	$2,950.00
3.8 gal.	1000 psi	2 h.p.	$2,450.00

All units:

220 - v, single phase
50 - ft. hose w/trigger gun
oil - fired
on wheels.

5

RE: APPROVE REQUESTS FOR TRANSFER OF LINE ITEMS IN 1980 BUDGETS:

On Motion of Commissioner Ed. H.Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the transfer of line items in 1980 budget, with no net change in the budgets, for Precinct #1 Road and Bridge, Precinct #2 Road and Bridge, County Health Department and Constable Precinct #1, as follows:

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 13 day of October, 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner E.H Helwig seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Pct #1 Road & Bridge DEPT.	FROM	TO	INCREASE (DECREASE)
Wages & Longivity	324,791.44	323,791.44	1,000.00 (decrease)
Contract Labor	~~12,000.00~~	13,000.00	~~1,000.00~~ (increase)

Date: Oct 13, 1980

Signed _____
Commissioner Pct #1, Johnnie Pustka

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

W.Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 13 day of October, 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner E. H. Helwig seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

ROAD & BRIDGE PCT 2 DEPT.	FROM	TO	INCREASE (DECREASE)
DAMAGES	500.00	400.00	(100.00)Dec.
OOFFICE SUPPLIES/UNCLASSIFIED	1100.00	1200.00	100.00 Inc.

DATE: 10-13-80

DEPT HEAD: W. Lee Schmidt

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 13 day of October, 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner E. H. Helwig seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES:

the following amendment (s) to said budget are hereby authorized:

DEPT.	FROM	TO	INCREASE (DECREASE)
Health			
Educational Fund	1000.00	850.00	(150.00)
Truck Expense	0	150.00	150.00
Travel: Sanitarian	1200.00	450.00	(750.00)
Utilities	1200.00	1500.00	300.00
Telephone	800.00	950.00	150.00
M.D.	500.00	800.00	300.00
X-Ray	750.00	450.00	(300.00)
Med & Supplies	800.00	1100.00	300.00

DATE: Oct. 8, 1980

DEPT HEAD: W. E. Culpepper

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 13 day of October, 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner E. H. Helwig seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: ____

the following amendment (s) to said budget are hereby authorized:

Constables Prct #1 DEPT.	FROM	TO	INCREASE (DECREASE)
Telephone	600.00	744.00	144.00
Exp to Co Cars	5,000.00	4,856.00	(144.00)
Unclassified	50.00	0	(50.00)
Exp to Co Cars	4856.00	4906.00	50.00

DATE: 10-7-80

DEPT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

5

6

RE: APPROVE REQUEST FOR TRANSFER OF FUND FROM PRECINCT #4 (ROAD & BRIDGE) TO GENERAL FUND TO COVER CONSTABLE PRECINCT #4 SALARY:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the request for transfer of funds from Precinct #4 (Road & Bridge) to General Fund to cover Constable Precinct #4 Salary. as follows;

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 13 day of October, 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner E. H. Helwig seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES:

the following amendment (s) to said budget are hereby authorized:

Fort Bend County Pct. #4 DEPT.	FROM	TO	INCREASE (DECREASE)
Right-Of-Way 30¢	$ 50,000.00	$10,000.00	(40,000.00)
Road Material 30¢	$150,000.00	$180,000.00	30,000.00
Tresspassing 30¢	-0-	5,000.00	5,000.00
Weed Killer 30¢	-0-	5,000.00	5,000.00
Right-Of-Way 30¢	10,000.00	9,000.00	(1,000.00)
Unclassified 30¢	200.00	1,200.00	1,000.00
Corrections to the minutes July 7, 80			
Lumber & Hardware R&B	10,000.00	-0-	(10,000.00)
Building Repairs R&B	5,000.00	2,000.00	(3,000.00)
Tires & Tubes R&B	2,000.00	-0-	(2,000.00)
Purchase of Equipment R&B	50,000.00	47,500.00	(2,500.00)
To: General Fund (Constable Pct #4)		17,500.00	

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

E. H. Helwig
Ed. Helwig, Comm. Pct. 4

6

7 RE: CHRISTOPHER DISTEFANO & ASSOCIATES, ARCHITECTS, - PRESENTATION OF PRELIMINARY PLANS FOR THE JUVENILE DETENTION CENTER:

Christoperh DiStefano & Associates, Architects, made their presentation of preliminary plans for the Juvenile Detention Center to the court. The Commissioners made several recommendations on changes of the plan. Christopher Distefano will come back to the court at the next court meeting with revised plans, to be approved by the Court.

---

8 RE: APPROVE THE ALLOCATION OF REGULAR QUARTERLY REVENUE SHARING PAYMENT (ENTITLEMENT PERIOD 11) FOR THE FORT BEND COUNTY REGIONAL COUNCIL ON ALCOHOLISM AND DRUG ABUSE:

On Motion of Commissioner Tony Jebbia, seconded by Commissiner W. Lee Schmidt, and duly passed, the court approved the allocation of regular quarterly payment of $2500.00, of the Revenue Sharing payment (Entitlement Period 11) for the Fort Bend County Regional Council on Alcoholism and Drug Abuse.

---

9 RE: AUTHORIZE GRANT COORDINATOR TO MAKE APPLICATION FOR 1981 STATE YOUTH CONSERVATION CORPS FUNDING:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissiner Johnnie Pustka, and duly passed, the court authorized the Grant Coordinator to make application for 1981 State Youth Conservation Crops funding.

---

10 RE: SHERIFF ERVIN HURTA - OFFICE SPACE FOR STATE OFFICES AT THE NEW JAIL:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court allowed the Sheriff to utilize space at the New Jail for the Liquor Control Board representative and two Parks and Wildlife represent atives, as long as room is available.

---

11 RE: COMMISSIONER ED. H. HELWIG - DISCUSS MOWING OF PRIVATE DRINAGE DITCHES:

The court discussed the mowing of private drainage ditches in subdivisions that have not been officially approved by the court. The acreage for The Woods Subdivision was sold and restrictions set up without the Commissioners' approval. The Drainage easements are dedicated to the public or the lot owners, therefore, the county is not responsible for them. The easements must be dedicated to the County before they can be mowed with county equipment. All the property owners in the subdivision would have to agree to have the easement dedicated to the County. Legally, the county cannot contract to do private work.

The District Attorneys' office will study the individual cases and report back to the court.

SPAW-GLASS INC.

RE: APPROVAL OF CHANGE ORDER #7 AND RECONCILIATION OF CASH ALLOWANCES AND FINAL PAYMENT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the payment of $18,015.94 to Spaw-Glass Inc. Contractors for the New County Jail for payment of Change Order #7 and reconciliation of cash allowances and final payment.

$2,000.00 is being withheld for installation of water closets.

Bills as follws:

12

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PA

TO (Owner): COUNTY OF FT. BEND
Box 368
Richmond, Texas 77469

PROJECT: Complete Construction of a jail for Ft. Bend County

APPLICATION NO: 15

PERIOD FROM:

TO:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

ATTENTION:

CONTRACT FOR: General Construction

ARCHITECT'S PROJECT NO: 7901

CONTRACT DATE: July 9, 1979

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner TOTAL		ADDITIONS 50,998.36	DEDUCTIONS 54,277.00
Approved this Month			
Number	Date Approved		
			54,277.00
TOTALS			
Net change by Change Orders DEDUCT			3,278.64

The undersigned Contractor certifies that to the best of his knowledge, information 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 issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SPAW-GLASS, INC.

By: John L. Hayes Date: 10-13-80
John L. Hayes

Application is made for Payment, as shown below, in connection with the Contr Continuation Sheet, AIA Document G703, is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM ..... $ 3,149,000.00
excluding CO 2

Net change by Change Orders incld.CO#7 ..... $ (3,278.64)

CONTRACT SUM TO DATE ..... $ 3,145,721.36

TOTAL COMPLETED & STORED TO DATE ..... $ 3,143,721.36
(Column G on G703)

RETAINAGE ____% ..... $ -0-
or total in Column I on G703

TOTAL EARNED LESS RETAINAGE ..... $ 3,143,721.36

LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... $ 3,125,705.42

CURRENT PAYMENT DUE ..... $ 18,015.94

State of: County of:
Subscribed and sworn to before me this day of Oct. 12 , 19 80
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 18,015.94
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: CHRISTOPHER DiSTEFANO & ASSC.

By: John E Stevens CC 10/13/80 Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contr named herein. Issuance, payment and acceptance of payment are without prejudice to rights of the Owner or Contractor under this Contract.

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

Hayes

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CONTINUATION SHEET J596 PAGE 2 OF

APPLICATION NUMBER: TWELVE

ARCHITECT'S PROJECT NO:

ITEM NO	DESCRIPT OF WORK	SCHEDULED VALUE	***** WORK COMPLETED *** PREVIOUS APPLICATION	THIS APPLICATION	TOTAL STORED MATERIAL	TOTAL AND STORED TO DATE	COMPLETED PCT	BALANCE TO FINISH	RETAINAGE
001	GEN COND	162,000.00	162,000.00			162,000.00	100		16,200.00
002	SITEWORK	71,990.00	71,990.00			71,990.00	100		7,199.00
003	SOIL POISONING	2,200.00	2,200.00			2,200.00	100		220.00
004	EARTHWORK/DF	36,432.00	36,432.00			36,432.00	100		3,643.20
005	DIRT WORK	85,000.00	85,000.00			85,000.00	100		8,500.00
006	CONCRETE	97,998.00	97,998.00			97,998.00	100		9,799.80
007	REGULAR FORMS	18,500.00	18,500.00			18,500.00	100		1,850.00
008	TESTING	2,600.00	2,500.00			2,500.00	100		260.00
009	REINFORCING	42,500.00	42,500.00			42,500.00	100		4,250.00
010	STRUCTURAL STEEL	121,500.00	121,500.00			121,500.00	100		12,150.00
011	MASONRY	128,320.00	128,320.00			128,320.00	100		12,832.00
012	PRECAST CONC	115,600.00	115,600.00			115,500.00	100		11,560.00
013	WP/CAULK	13,033.00	13,033.00			13,033.00	100		1,303.30
014	DRYWALL	79,411.00	79,411.00			79,411.00	100		7,941.10
015	CARPENTRY	19,845.00	19,845.00			19,845.00	100		1,984.50
016	MILLWORK	33,569.00	33,569.00			33,569.00	100		3,356.90
017	HARDWARE	10,000.00	10,000.00			10,000.00	100		1,000.00
018	GLASS/ENT/MIRROR	39,024.00	39,024.00			39,024.00	100		3,902.40
019	HOLLOW METAL	19,003.00	19,003.00			19,003.00	100		1,900.30
020	OH DOORS	2,800.00	2,800.00			2,500.00	100		280.00
021	VAULT DOOR & SAFE	7,700.00	7,700.00			7,700.00	100		770.00
022	FOLDING PARTITION	2,623.00	2,623.00			2,623.00	100		262.30
023	ROOF DECK/CORR	70,129.00	70,129.00			70,129.00	100		7,012.90
024	ROOF SM ROOF HATCH	84,880.00	84,880.00			84,880.00	100		4,488.00
025	INSULATION	15,360.00	15,360.00			15,360.00	100		1,536.00
026	ACOUSTICS	14,721.00	14,721.00			14,721.00	100		1,472.10
027	PLASTER/FIREPROOF	88,716.00	88,716.00			88,716.00	100		8,871.60
028	PAINT/VWC	63,770.00	63,770.00			63,770.00	100		6,377.00
029	TOILET STALL	985.00	985.00			985.00	100		98.50
030	CERAMIC TILE	14,895.00	14,895.00			14,895.00	100		1,489.50
031	RES FLOOR	9,800.00	9,800.00			9,800.00	100		980.00
032	FREEZER ETC	12,721.00	12,721.00			12,721.00	100		1,272.10
033	METAL CABINET	3,480.00	3,480.00			3,480.00	100		348.00
034	DETENTION EQUIP	718,315.00	718,315.00			718,315.00	100		71,831.50
035	ELECTRICAL	262,509.00	262,509.00			262,509.00	100		26,250.90
036	HVAC/PLMBG	601,369.00	601,369.00			601,369.00	100		60,136.90
037	GRAPHICS ALLOW	5,624.00	5,624.00			5,624.00	100		562.40
038	WEATHERSTRIP	1,228.00	1,228.00			1,228.00	100		122.80
039	FLAGPOLE/FND/ERECT	1,800.00	1,800.00			1,800.00	100		180.00
040	FENCE	1,513.00	1,513.00			1,513.00	100		151.30
041	SHELVING ALLOW	6,000.00	6,000.00			6,000.00	100		600.00
042	SAFETY	5,162.00	5,162.00			5,162.00	100		516.20
043	MATL HAND/DOWNTIME	3,500.00	3,500.00			3,500.00	100		350.00
044	CLEAN/SELL	7,397.00	7,397.00			7,397.00	100		739.70
	SUBTOTAL OR TOTAL	3,105,522.00	3,105,522.00			3,105,522.00			310,552.20

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CONTINUATION SHEET J596 PAGE 3 OF

APPLICATION NUMBER: TWELVE

ARCHITECT'S PROJECT NO:

ITEM NO	DESCRIPT OF WORK	SCHEDULED VALUE	***** WORK COMPLETED *** PREVIOUS APPLICATION	THIS APPLICATION	TOTAL STORED MATERIAL	TOTAL AND STORED TO DATE	COMPLETED PCT	BALANCE TO FINISH	RETAINAGE
045	INS TAXES & FEES	19,160.00	19,160.00			19,160.00	100		1,916.00
046	BOND	24,318.00	24,318.00			24,318.00	100		2,431.80
047	C 01	54,277.00-	54,277.00-			54,277.00-	100		5,427.70-
048	C 02	1,470.00	1,470.00			1,470.00	100		147.00
049	C03	23,493.99	19,969.89	3,524.10		23,493.99	100		1,995.99
050	C04 PAVING ADD	5,754.10	5,754.10			5,754.10	100		575.41
051	C05 TELE SYS	13,279.35	13,279.35			13,279.35	100		1,327.94
052	C06 COM,FIRE,ELEC	8,058.12		8,058.12		8,058.12	100		805.81
									(147.00)
	SUBTOTAL OR TOTAL	3,144,778.55	3,135,198.34	8,582.22		3,144,778.56	100		
	DEDUCT	(1470.00)	(1,470.00)			(1,470.00)			
									2,000.00 HELD FOR WC INSTAL
053	C07 FINAL	2,412.80		2,412.80		3,143,721.36	100		241.28
	FINAL TOTAL	3,145,721.36							
									3,143,721.36
									less previous payments
									(3,125,705.42
									18,015.94

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CHANGE ORDER

AIA DOCUMENT G701

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: (name, address) Ft. Bend County Jail
Richmond, Texas

CHANGE ORDER NUMBER: Seven (7)

INITIATION DATE: Oct. 10, 1980

TO (Contractor):

Spaw-Glass, Inc.
P. O. Box 25025
Houston, Texas 77005

ARCHITECT'S PROJECT NO: #7901

CONTRACT FOR: Complete Construction

Attention: John Hayes

CONTRACT DATE: July 9, 1979

You are directed to make the following changes in this Contract:

Decuct from contract sum the amount of 387.20 for adjustment in allowance monies (see attached letter)

DEDUCT..... (387.20)

County's use of non-structural fill located on site, deducted from contractor's contract by Change order #one, Item #7,

ADD..... $2,800.00

TOTAL (Add). $2,412.80

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Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Cost) was	$ 3,149,000.00
Net change by previously authorized Change Orders	$ (4,221.44)
The (Contract Sum) (Guaranteed Maximum Cost) prior to this Change Order was	$ 3,144,778.56
The (Contract Sum) (Guaranteed Maximum Cost) will be (increased) (decreased) (unchanged) by this Change Order	$ 2,412.80
The new (Contract Sum) (Guaranteed Maximum Cost) including this Change Order will be	$ 3,147,191.36
The Contract Time will be (increased) (decreased) (unchanged) by	(-0-) Days.
The Date of Substantial Completion as of the date of this Change Order therefore is	Unchanged.

Christopher DiSteffano	Spaw- Glass, Inc.	Authorized: Ft. Bend County
ARCHITECT	CONTRACTOR	OWNER
Address 1800 St. James Suite 501 Houston, Texas 77056	Address P. O. Box 25025 Houston, Texas 77005	Address Box 368 Richmond, Texas 77469
BY	BY John L. Hayes	BY Judi E Hawthorne
DATE Christopher DiStefano 10-10-80	DATE John L. Hayes 10-10-80	DATE 10/13/80

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G701 — 1978

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October 10, 1980

County Commissioners
County of Fort Bend
Richmond, Texas 77469

Dear Sirs:

In Re: Ft. Bend County Jail (Allowances)

The following is an accounting of the monies contained in the contract allowances:

SHELVING ALLOWANCE			
UNISTRUT CORPORATION			$ 6,000.00
	PO# 596-JH-14	12 Feb. 80	(4,185.80)
	Freight		(100.00)
	Change Order #1	10 Oct. 80	(1,639.00
	Sum left in contract:		$ 75.20
TESTING ALLOWANCE			
Sampson and Associates			$ 2,000.00
	SC# 596-JH-1	13 Jly. 79	(2,000.00)
	Sum left in Contract:		0000
FINISH HARDWARE ALLOWANCE			
Bartley Texas Builders			$10,000.00
	P.O.# 596-JH-10		(9,874.00)
	Key Lock up Box:		(100.00)
	Sum left in Contract:		26.00
GRAPHICS ALLOWANCE			
Knight Manufacturing	596-JH-16		2,500.00
Knight Manufacturing	596-JH-18		(940.00)
Knight Manufacturing	596-JH-19		(275.00)
Architect Check			(1,274.00)
			275.00
	Sum left in contract:		$ 286.00
TOTAL AMOUNT.....			$ 387.20

Very truly yours,

SPAW-GLASS, INC.

John L. Hayes

John L. Hayes
Contract Manager

SPAW-GLASS INC. GENERAL CONTRACTOR ☐ BOX 25025 ☐ HOUSTON 77005 ☐ (713) 529-4451 ☐ TELEX 775 758

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RE: APPROVE PAYMENT OF REQUEST #8 TO MEYERSON CONSTRUCTION COMPANY FOR WORK COMPLETED ON THE COURTHOUSE RENOVATION PROJECT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the payment of $192,087.01 to Meyerson Construction Company for request #8 for work completed on the Courthouse Renovation Project. Bill as follows:

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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO (Owner): Ft Bend County

PROJECT: Ft Bend County Court House

APPLICATION NO: 8

PERIOD FROM: 9-1-80
TO: 9-30-80

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

ATTENTION:

CONTRACT FOR: Alterations and Additions

ARCHITECT'S PROJECT NO:

CONTRACT DATE: February 11, 1980

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner TOTAL		ADDITIONS 40910.85	DEDUCTIONS
Approved this Month			
Number	Date Approved		
		40910.85	0.
TOTALS			
Net change by Change Orders		+40910.85	

The undersigned Contractor certifies that to the best of his knowledge, information 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 issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Peyerson Construction Co.

By: [signature] Date: 10-6-80

Application is made for Payment, as shown below, in connection with the Contract. **Continuation Sheet, AIA Document G703,** is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM	$	1,811,000.00
Net change by Change Orders	$	40,910.85
CONTRACT SUM TO DATE	$	1,851,910.85
TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	1,168,510.86
RETAINAGE 10 % or total in Column I on G703	$	116,851.09
TOTAL EARNED LESS RETAINAGE	$	1,051,659.77
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	859,572.76
CURRENT PAYMENT DUE	$	192,087.01

State of: Texas County of: Harris
Subscribed and sworn to before me this 6th day of Oct. , 19 80
Notary Public: [signature]
My Commission expires: 5-31-81

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

[signature] 10/13/80

AMOUNT CERTIFIED $ 192087.01

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: [signature] Date: 8 October 1980

This 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.

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CONTINUATION SHEET *AIA DOCUMENT G703* PAGE 2 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 8
APPLICATION DATE: 10-6-80
PERIOD FROM: 9-1-80
TO: 9-30-80
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: Previous Applications	WORK COMPLETED: This Application: Work in Place	WORK COMPLETED: This Application: Stored Materials (not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C−G)	RETAINAGE
1.	Bond,Mobs.Risk,Permit	28700.	23534.	666.		24200.	84	4500.	
2.	CleanUp, CleanGlass	5900.	0.	0.		0.		5900.	
3.	Scaffold	27450.	23333.	1367.		24700.	90	2750.	
4.	Demolition	64100.	62818.	0.		62818.	98	1282.	
5.	Excavation	1925.	1540.	385.		1925.	100	0.	
6.	Fill	800.	400.	0.		400.	50	400.	
7.	Grade Around Building	475.	0.	0.		0.		475.	
8.	Sodding	700.	0.	0.		0.		700.	
9.	Formwork	13000.	10400.	0.		10400.	80	2600.	
10.	Steel	80025.	64020.	12005.		76025.	95	4000.	
11.	Foundation Concrete	1700.	1530.	15 0.		1530.	90	170.	
12.	1st Floor Concrete	750.	375.	0.		375.	50	375.	
13.	2nd Floor Concrete	225.	125.	0.		125.	55	100.	
14.	3rd Floor Concrete	975.	880.	0.		880.	90	95.	
15.	Walk Concrete	350.	0.	0.		0.		350.	
16.	Fine Grading	230.	0.	0.		0.		230.	
17.	Cement Finish	3700.	2035.	0.		2035.	55	1665.	
18.	Clean Masonry and Metal	42550.	42000.	550.		42550.	100	0.	
19.	Water Repellent	4000.	31220	0.		3122.	78	878.	
20.	Masonry	19250.	17325.	963.		18288.	95	962.	
21.	Marble	4725.	0.	0.		0.		4725.	
22.	Lumber	15700.	11775.	3140.		14915.	95	785.	
23.	Millwork	206400.	29450.	28750.		58200.	28	148200.	
24.	Waterprf.,Dampprf.,Clk.	39700.	9925.	0.		9925.	25	29775.	
25.	Insulation	6750.	1900.	0.		1900.	28	4850.	
26.	Skylight	1300.	1300.	0.		1300.	100	0.	
27.	Roof Hatch	375.	375.	0.		375.	100	0.	
28.	Roofing,Sheet Metal	89700.	71760.	8970.		80730.	90	8970.	
29.	Hollow Metal Material	675.	675.	0.		675.	100	0.	

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CONTINUATION SHEET *AIA DOCUMENT G703* PAGE 3 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 8
APPLICATION DATE: 10-6-80
PERIOD FROM: 9-1-80
TO: 9-30-80
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: Previous Applications	This Application: Work in Place	This Application: Stored Materials (not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C−G)	RETAINAGE
30.	Hardware Material	12300.	5289.	7011.		~~12300.~~	~~100~~	0.	
31.	Glass, Mirrors	42700.	2562.	0.		2562.	6	40138.	
32.	Weatherstrip,Threshhold	9750.	0.	0.		0.		9750.	
33.	Drywall	42050.	31538.	5887.		37425.	89	4625.	
34.	Ceramic Tile, Terrazzo	66100.	5175.	5475.		10650.	16	55450.	
35.	Acoustic Tile	17600.	0.	3090. ~~13650.~~ RH	10560. RH	13650.	77	3950.	
36.	Resilient Floor,Carpet	22850.	0.	0.		0.		22850.	
37.	Lathing, Plastering	64850.	32425.	25940.		58365.	90	6485.	
38.	Wood Flooring	12300.	0.	4075.		4075.	33	8225.	
39.	Metal Ceiling	3725.	1937.	0.		1937.	52	1788.	
40.	Painting,WallCover	120750.	24150.	36225.		60375.	59	60375.	
41.	Toilet Room Accessories	3075.	2060.	0.		2060.	67	1015.	
42.	Fire Extin. Cabinets	275.	0.	0.		0.		275.	
43.	Disappearing Stair	1675.	1675.	0.		1675.	100	0.	
44.	Safety Treads	550.	440.	0.		440.	80	110.	
45.	Refrigerator	675.	0.	0.		0.		675.	
46.	OS Louvers	500.	450.	0.		450.	90	50.	
47.	Detention Equipment	10700.	10700.	0.		10700.	100	0.	
48.	Elevator	32325.	0.	0.		0.		32325.	
49.	Plumbing	106350.	90398.	0.		90398.	85	15952.	
50.	H'AC	236300.	165410.	44890.		210300.	89	26000.	
51.	Sprinkler System	17700.	17500.	0.		17500.	99	200.	
52.	Blinds	30000.	0.	0.		0.		30000.	
53.	Alt. No. 5 Allowance	25000.	0.	0.		0.		25000.	
54.	Alt. No. 6 Allowance	27000.	6300.	0.		6300.	2	20700.	
55.	Repoint Brick Allowance	10000.	8600.	0.		8600.	86	1400.	
56.	Repair Statue Allowance	2500.	2080.	0.		2080.	80	420.	
57.	Repair,Patch Tile Allow.	6000.	0.	0.		0.		6000.	
58.	Security Alarm Allow.	3000.	0.	0.		0.		3000.	

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CONTINUATION SHEET — AIA DOCUMENT G703 — PAGE 4 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 8
APPLICATION DATE: 10-6-80
PERIOD FROM: 9-1-80
TO: 9-30-80
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: Previous Applications	This Application: Work in Place	This Application: Stored Materials (not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C−G)	RETAINAGE
59.	PatchWaterDam.Plaster	5000.	0.	0.		0.		5000.	
60.	Repair Clock Allow.	2000.	2000.	0.		2000.	100	0.	
61.	Graphics Allowance	6000.	0.	0.		0.		6000.	
62.	Pigeon Control Allowance	1000.	1000.	0.		1000.	100	0.	
63.	GlazedBrickMatl.Allow.	3000.	0.	0.		0.		3000.	
64.	Repair Copper Allowance	5000.	0.	1584.01		1584.01	32	3415.99	
65.	Electrical	198270.	122927.	11897.		134824.	68	63446.	
	Change Order No. 1	8312.85	8312.85	0.		8312.85	100	0.	
	2	10018.	9517.	0.		9517.	95	501.	
	3	542.	0.	0.		0.		542.	
	4	1491.	1491.	0.		1491.	100	0.	
	5	20547.	20547.	0.		20547.	100	0.	
		1851910.85	955080.85	~~21450.61~~ 202870.01 RH	10560.00 RH	1168510.86		683399.99	

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G703—7

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RE: P. G. BELL COMPANY - FINAL PAYMENT IN THE AMOUNT OF $1,500.00 ON COURTHOUSE ANNEX:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the payment of $1,500.00 for final payment to P. G. Bell Company for Courthouse Annex. Bill as follows:

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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

PROJECT: (name, address) Fort Bend County Courthouse Annex
500 Liberty
Richmond, Texas

TO (Owner) Fort Bend County
P. O. Box 368
Richmond, Texas 77469

ATTN: Mr. Chris DiStefano

ARCHITECT: Christopher DiStefano & Associates, Inc.

ARCHITECT'S PROJECT NO:

CONTRACTOR: P. G. Bell Co.

CONTRACT FOR: Fort Bend County Courthouse Annex

APPLICATION DATE: 28 August 1980 APPLICATION NO: 13

PERIOD FROM: 19 March 1980 TO 28 August 1980

CHANGE ORDER SUMMARY

		ADDITIONS $	DEDUCTIONS $
Change Orders approved in previous months by Owner — 1 - 13 TOTAL			($1,733.00)
Subsequent Change Orders			
Number	Approved (date)		

TOTALS

Net change by Change Orders $ (1,733.00)

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.

By: Jeff Holstie Date: 28 August 1980

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	$ 1,050,000.00
Net change by Change Orders	$ (1,733.00)
CONTRACT SUM TO DATE	$ 1,048,267.00
TOTAL COMPLETED & STORED TO DATE (Column G on G702A)	$ 1,048,267.00
RETAINAGE 0 % or as noted in Column I on G702A	$ 0.00
TOTAL EARNED LESS RETAINAGE	$ 1,048,267.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$ 1,046,767.00
CURRENT PAYMENT DUE	$ 1,500.00

Subscribed and sworn to before me this 28th day of August, 19 80

Notary Public: Luann LeMay

My Commission expires: March 2, 1981

In accordance with the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above.

Architect: Chris DiStefano

By: Jodie Stevenson

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐ . . .
☐

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract.

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PG BELL CO
Construction
Contractors & Managers

P.O. BOX 2651 • 4511 DACOMA ROAD • HOUSTON, TEXAS 77001 • 713/681-2401

28 August 1980

Mr. Chris DiStefano
Christopher DiStefano & Associates
1800 Saint James Place, Suite 501
Houston, Texas 77056

RE: Fort Bend County Courthouse Annex
Final Payment

Dear Chris:

Enclosed with this letter is our Application for Payment No. 13 for the final $1,500.00 on this project. We finally received the missing fire door and it was hung last week.

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Your assistance in obtaining payment on this final amount would be greatly appreciated by this writer.

Yours truly,

Jeff Holstien
Project Manager

TJH/lpl
cc: File

Encl-

Stanley- This door has been installed in accordance to the plans and specifications

CDS

---

15 RE: APPROVE COUNTY TREASURER'S QUARTERLY REPORT FOR THE THIRD QUARTER OF 1980:

No action taken. Postoned until next week court meeting.

The Court recessed at 11:35 o'clock A.M. for closed session to discuss personnel matters.

No action taken on this matter;

The Court recessed until Wednesday October 15 at 1:30 o'clock P.M. to Approve bills.

The Court reconvened at 1:30 o'clock P.M. to approve bills:

---

16 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 October (said sheets in said books being individually certified by each Commissiner 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 3:30 o'clock P. M.

COUNTY JUDGE

ATTEST: Pearl Ellett
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 20th day of October, 1980, 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. Heliwg, Commissioner Precinct #4, was absent, when the following were had, and the following orders were passed to-wit:

---

1 RE: APPROVE MINUTES:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the Minutes of Regular Session of October 13, 1980.

---

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no changes in Depository Pledge Contracts.

---

3 RE: OPEN BIDS FOR ACCOUNTING FORMS FOR DATE PROCESSING DEPARTMENT:

Bids for Accounting Forms for the Date Processing Department were opened. These bids to be studied and recommendations to be made at the next court meeting.

---

4 RE: CONSIDER BIDS OPENED AT PREVIOUS MEETING:

None to be considered at this meeting.

---

5 RE: ORDER TO AMEND THE BUDGET FOR OPERATIONAL EXPENSES FOR THE SANITARY LANDFILL:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized to amend the budget for the Sanitary Landfill for operational expenses in the amount of $12,100.00, as follows:

Gas & Oil	$5,000.00
Repairs & Parts	$6,000.00
Office Equipment	$1,100.00
	$12,100.00

Amend the Gneral Fund Receipts for Sanitary Landfill in the amount of $12,100.00

---

6 RE: APPROVE REQUESTS FOR TRANSFER OF LINE ITEMS IN 1980 BUDGET:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the requests for transfer of line items in 1980 budget with no net change in budgets, as follows:

1. Agriculture & Livestock Department
2. Road & Bridge Precinct #3, correction of line item changes in the October 5, 1980 minutes
3. Drainage District
4. County Court at Law

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 20 day of Oct, 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, be reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES:

the following amendment (s) to said budget are hereby authorized:

Drainage District DEPT.	FROM	TO	INCREASE (DECREASE)
Rental of Equipment	126,525.38	50,000.00	(76,525.38)
Wages - Inc. Longivity	607,518.25	631,543.63	24,025.38
Repairs & Parts	130,086.45	165,086.45	35,000.00
Gas & Oil	77,160.86	94,660.86	17,500.00

Stanley T. Kubosh
Oct. 20, 1980

THE COUNTY OF FORT BEND

BY: Jodie E. Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

6

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 20th day of October, 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: ____

13

the following amendment (s) to said budget are hereby authorized:

Agriculture & Live- DEPT. stock	FROM	TO	INCREASE (DECREASE)
Travel--4-H Program Assistant	$ 360.00	$ 225.00	(130)
Travel--Agents & Assistants	$11,880.00	$11,905.00	25
Phone	$ 3,732.00	$ 3,532.00	(200)
Utilities	$ 2,700.00	$ 2,225.00	(475)
Copy Machine	$ 2,640.00	$ 2,790.00	150
Postage	$ 50.00	$ 15.00	(35)
Unclassified	$ 150.00	$ 450.00	300
Stationary & Supplies	$ 1,500.00	$ 1,865.00	365

DATE: October 15, 1980

DEPT HEAD: [signature]

210 Net change

THE COUNTY OF FORT BEND

BY: [signature]
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

6

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 20 day of October, 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

The following amendment (s) to said budget are hereby authorized:

R & B - Pct #3 DEPT.	FROM	TO	INCREASE (DECREASE)
Gas and Oil	9,185.39	29,185.39	20,000.00
Unclassified, Office Supplies	1,700.00	2,800.00	1,100.00
Repair and Parts	10,000.00	12,000.00	2,000.00
Road Material	128,453.00	205,443.65	76,990.65

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct.

Ed. Helwig, Comm. Pct. 4

Amend minutes of Previous Meeting Oct 6, 1980
4

6

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 20 day of October, 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

County Court At Law DEPT.	FROM	TO	INCREASE (DECREASE)
Attorney Ad Litem	$6,000.00	$5,700.00	$300.00(dec.)
Court Reporters	$6,500.00	$6,300.00	$200.00(dec.)
Mentally Ill -- Expert Witnesses	$1,925.00	$2,425.00	$500.00(inc.)

DATE: 10/20/80

DEPT HEAD: A. Jan Clk

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

13

5

7 RE: REVIEW FEE OFFICERS' MONTHLY REPORTS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the fee officers' monthly reports as presented on those reported, as follows

FEE OFFICER'S REPORTS.
COMMISSIONER'S COURT

SEPTEMBER 1980

COUNTY JUDGE			$	152.00
COUNTY CLERK	(FEES: $ 34,379.75) (LAW LIBRARY: $ 28.00)		$	34,407.75
TAX ASSESSOR COLLECTOR	(FEES: $ 28,205.96) (TITLES: $ 2,613.00)		$	30,818.96
DISTRICT CLERK	(FEES: $ 8,620.25) (LAW LIBRARY: $800.00)		$	9,420.25
DISTRICT ATTORNEY			$	1,358.50
CHILD SUPPORT			$	948.00
ADULT PROBATION	(ALL FEES PAID TO DISTRICT OFFICE)		$	-0-
JUSTICE OF THE PEACE PRECINCT # ONE	($ 17,306.00)			
CIVIL AND SMALL CLAIMS	($ 41.00)		$	17,347.00
JUSTICE OF THE PEACE PRECINCT # TWO	($ 6,190.50)			
CIVIL AND SMALL CLAIMS	($ 65.00)		$	6,255.50
JUSTICE OF THE PEACE PRECINCT # THREE	($)			
CIVIL AND SMALL CLAIMS	($)		$	*****
JUSTICE OF THE PEACE PRECINCT # FOUR	($ 4,242.00)			
CIVIL AND SMALL CLAIMS	($ 50.00)		$	4,292.00
CONSTABLE PRECINCT # ONE			$	735.00
CONSTABLE PRECINCT # TWO			$	47.00
CONSTABLE PRECINCT # THREE			$	18.00 ****
CONSTABLE PRECINCT # FOUR			$	142.00
SHERIFF			$	5,255.95
HEALTH AND SANITATION			$	53.00
AMBULANCE			$	3,560.83
ANIMAL CONTROL			$	834.00
SANITARY LANDFILL	(GATE RECEIPTS $ 45,613.95)(SAND $1355.20)		$	46,969.15
COUNTY WELFARE			$	2,300.40
LIBRARY			$	807.02
JUVENILE PROBATION			$	385.00
FAIRGROUNDS			$	1,147.20
		GRAND TOTAL	$	167,254.31

***** NO REPORT TO CHECK. J.P.#3 OFFICE CALLED ON MONDAY OCTOBER 13, 1980 AND SAID THAT THE REPORT WOULD NOT BE FINISHED UNTIL THE END OF THE WEEK.

**** BECAUSE THE J. P. REPORT IS NOT READY HIS RECEIPTS ARE DOWN FOR THE MONTH.

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8 RE: APPROVE COUNTY TREASURER'S QUARTERLY REPORT FOR THE THIRD QUARTER OF 1980:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the County Treasurer's Quarterly Report for the third Quarter of 1980 as submitted. Report as follows:

6

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Order Approving County Treasurer's Quarterly Report

IN THE MATTER OF THE QUARTERLY REPORT OF
M. Elizabeth Williams
Treasurer, Fort Bend County, Texas

IN THE COMMISSIONERS' COURT
FORT BEND COUNTY,
.....Term, 19.....

On this ..... day of ..... A. D. 19....., 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 1st day of July A. D. 19 80, and ending on the 30th day of September A. D. 19 80, filed herein on the ..... day of ..... A. D. 19 ..... 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:

FUND	BEGINNING CASH BALANCE Date 7/1/80	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE Date 9/30/80
AVAILABLE FUNDS		4,488.00 EC		
General Fund	171,449.92	2,233,334.79	2,144,807.77	264,464.94
Road and Bridge Fund	46,648.88	1,367,761.90	1,396,935.94	17,474.84
SPECIAL REVENUE FUNDS				
30¢ Ad Valorem Fund	(105,774.71)	1,034,119.96	876,752.98	51,592.27
Lateral Road Account	9,653.83	80,000.00	78,830.70	10,823.13
Revenue Sharing Trust Fund EP 9	4,498.85	50,000.00	176.00) 46,451.43)	7,871.42
Revenue Sharing Trust Fund EP 10	10,380.01	176.00) 79,737.92)	77,576.76	12,717.17
Revenue Sharing Trust Fund EP 11	9,555.93	286,719.08	309,749.15	(13,474.14)
County Law Library Fund	10,290.06	2,471.50	11,825.41	936.15
Voter Registration Fund	202.34	16,744.40	13,519.53	3,427.21
Child Support Fund	2,488.50	2,232.00	- -	4,720.50
Dist. Atty. Bad Check Collection Fee Account	1,220.00	840.00	350.00	1,710.00
Dist. Atty.Special Investigation Equipment	2,450.00	- - -	- - -	2,450.00
CAPITAL PROJECT FUNDS				
Fairgrounds Property	8,561.47	- - -	5,926.37	2,635.10
Branch Libraries Fund	6,323.35	34,572.22	36,024.84	4,870.73
Road Bond Available Fund	1,888.26	10,000.00	9,700.10	2,188.16
FBC Building Fund	5,729.80	161,672.78	151,476.92	15,925.66
FBC Arcola Schoolhouse Grant Title IIIB	1,505.71	- - -	1,000.00	505.71
FBC Arcola Schoolhouse Grant Title V	133.08	- - -	- - -	133.08
Schumann Rd.Acct.Prect.#4	8,366.23	- - -	- - -	8,366.23
Smithers Lake Precinct No. 1 Maintenance Fund	29,791.62	3,000.00	19,580.00	13,211.62
Dry Creek Bridge Account	67,350.27	200,000.00	238,621.41	28,728.86
FBC Courthouse Restoration Fund-Savings Account	1,330.76	17.23	1,347.99	.00
FBC Library Building Fund-Savings Account	25,330.85	327.91	25,658.76	.00
FBC Library Building Fund Available	10,784.88	415,908.76	413,586.90	13,106.74
FBC Texas State Library Grant 101B	108.68	- - -	108.68	.00

Continued Page 2

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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.

Witness our hands, this 20th day of October A. D. 1980

Sworn to and Subscribed before me, by Jodie E. Stavinoha County Judge, and Johnnie Pustka and W. Lee Schmidt and Tony Tebbia and _____ County Commissioners of said Fort Bend County, each respectively, on this, the 20th day October A.D. 1980.

Norma J. Landry
NORMA J. LANDRY, NOTARY PUBLIC
FORT BEND COUNTY, TEXAS

Jodie E. Stavinoha
County Judge.

Johnnie Pustka
Commissioner Precinct No. 1.

W. Lee Schmidt
Commissioner Precinct No. 2.

Tony Tebbia
Commissioner Precinct No. 3.

Commissioner Precinct No. 4.

3

Order Approving County Treasurer's Quarterly Report

IN THE MATTER OF THE QUARTERLY REPORT OF M. Elizabeth Williams, Treasurer, Fort Bend County, Texas

IN THE COMMISSIONERS' COURT FORT BEND COUNTY, _____ Term, 19____

On this _____ day of _____ A. D. 19____, 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 1st day of July A. D. 19 80, and ending on the 30th day of September A. D. 19 80, filed herein on the _____ day of _____ A. D. 19____ 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:

-2-

FUND	BEGINNING CASH BALANCE Date 7/1/80	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE Date 9/30/80
FBC Texas State Library Grant 101C	1,668.00	- - -	1,668.00	.00
DEBT SERVICE DEPARTMENT				
FBC Time Warrants Series 1969-Sinking Fund	3,224.55	10,000.00	12,128.44	1,096.11
FBC Unlimited Tax Road Bds. Ser. 1962-66 Sinking	18,784.41	19.92	14,685.00	4,119.33
FBC Limited Tax Jail Bldg. Bonds Ser. 1979	59,097.58	708,846.90	759,127.90	8,816.58
FBC Limited Tax Jail Bldg.Bonds Ser.1979-Sink.	9,630.57	181,657.11	190,293.11	994.57
Couthouse Improvement Cert.of Obligation Ser. 1979 Sinking Fund	5,939.32	89,587.49	87,289.97	8,236.84
TRUST AND AGENCY FUNDS				
Payroll Fund	31,852.14	1,761,797.61	1,726,389.81	67,259.94
County Soc.Sec. Fund	3,549.53	179,781.72	147,206.58	36,124.67

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Tax Collector's Fund	None	- - -	- - -	None
FBC Criminal Justice Planning Fund CC	5,380.00	9,174.50	8,417.50	6,137.00
FBC Law Enforcement Officers Standards & Education Fund	.00	3,428.00	171.40	3,256.60
FBC Compensation to Victims of Crime Fund	.00	580.00	580.00	.00
Ambulance (Paramedics)	905.97	50.00	- - -	955.97
District Attorney's Supplemental Salary Grant	1,332.52	8,894.00	8,842.32	1,384.20
Library Donations Fund	1,365.21	219.21	1,491.41	93.01
DRAINAGE DISTRICT				
Drainage District Maintenance Available Fund	792.75	671,031.50	612,272.51	59,551.74
Drainage District Bond Available Fund	.00	- - -	- - -	.00
Drainage District Social Security Fund	9,622.68	18,640.46	24,372.83	3,890.31
CRIMINAL JUSTICE FUNDS				
YCC	1,814.52	14,521.42	15,276.14	1,059.80
YOUTH COUNCIL FUNDS				
FBC Juvenile Probation CAG 79-30	50.28	- - -	- - -	50.28
Continued				
Page 3				

13

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.

Witness our hands, this 20th day of October A. D. 19 80

Jodie E. Stavinoha
County Judge.

Johnnie Postka
Commissioner Precinct No. 1.

W. Lee Schmidt
Commissioner Precinct No. 2.

Tony Jebbia
Commissioner Precinct No. 3.

Commissioner Precinct No. 4.

Sworn to and Subscribed before me, by Jodie E. Stavinoha County Judge, and Johnnie Postka and W. Lee Schmidt and Tony Jebbia and _____ County Commissioners of said Fort Bend County, each respectively, on this, the 20th day October A.D. 19 80.

Norma J. Landry
NORMA J. LANDRY, NOTARY PUBLIC
FORT BEND COUNTY, TEXAS

9

8

Order Approving County Treasurer's Quarterly Report

MINN & PRINT RICHMOND

IN THE MATTER OF THE QUARTERLY REPORT OF
M. Elizabeth Williams
Treasurer, Fort Bend County, Texas

IN THE COMMISSIONERS' COURT
FORT BEND COUNTY,
.....Term, 19.....

On this ..... day of ..... A. D. 19....., 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 1st day of July A. D. 19 80, and ending on the 30th day of September A. D. 19 80, filed herein on the ..... day of ..... A. D. 19 ..... 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: -3-

FUND	BEGINNING CASH BALANCE Date 7/1/80	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE Date 9/30/80
TOTAL	485,278.60			
		9,642,354.29		
			9,470,220.56	
				657,412.33

13

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.

Witness our hands, this 20th day of October A. D. 19 80

Sworn to and Subscribed before me, by Jodie E. Stavinoha County Judge, and Johnnie Pustka and W. Lee Schmidt and Tony Jebbia and _____ County Commissioners of said Fort Bend County, each respectively, on this, the 20th day October A.D. 19 80

Norma J. Landry
NORMA J LANDRY, NOTARY PUBLIC
FORT BEND COUNTY, TEXAS

Jodie E. Stavinoha
County Judge.

Johnnie Pustka
Commissioner Precinct No. 1.

W. Lee Schmidt
Commissioner Precinct No. 2.

Tony Jebbia
Commissioner Precinct No. 3.

Commissioner Precinct No. 4.

FORT BEND COUNTY
BONDED INDEBTEDNESS
SEPTEMBER 1980

	Date of Issue	Principal
Certificates of Obligation	3-1-80	$825,000.00
Fort Bend County Limited Jail Building Bonds Series 1979	3-1-80	$3,275,000.00
		$4,100,000.00

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SEPTEMBER 1980

INVESTMENTS

ROAD & BRIDGE FUND		Treasury Bills	
	10-14-80	100,000.00	13.50%
	10-14-80	100,000.00	11.25%
	10-16-80	100,000.00	8.55%
	10-16-80	100,000.00	6.20%
	11-06-80	100,000.00	13.34%
	11-06-80	100,000.00	11.15%
	11-13-80	100,000.00	7.60%
	11-13-80	100,000.00	7.70%
	12-04-80	100,000.00	13.40%
	12-04-80	100,000.00	13.20%
	12-18-80	100,000.00	10.40%
		1,100,000.00	
		Certificate of Deposit	
	12-15-80	200,000.00	13.70%
	12-15-80	100,000.00	13.70%
		300,000.00	
FBC BUILDING FUND		Treasury Bills	
	10-09-80	40,000.00	8.20%
	10-16-80	100,000.00	12.52%
	10-16-80	100,000.00	6.20%
	11-13-80	200,000.00	8.55%
	11-13-80	100,000.00	6.30%
	12-11-80	20,000.00	6.40%
	12-18-80	70,000.00	10.40%
		630,000.00	
		Certificate of Deposit	
	12-15-80	200,000.00	13.70%
	12-15-80	100,000.00	13.70%
		300,000.00	
LATERAL ROAD ACCOUNT		Treasury Bills	
	12-18-80	10,000.00	9.70%
	12-18-80	15,000.00	10.40%
		25,000.00	
FARM TO MARKET & LATERAL ROAD ACCOUNT		Treasury Bills	
	10-16-80	140,000.00	7.90%
	12-18-80	100,000.00	9.70%
	12-18-80	200,000.00	10.40%
		440,000.00	
LIBRARY BUILDING FUND AVAILABLE		Treasury Bills	
	10-14-80	200,000.00	10.95%
	10-16-80	10,000.00	8.00%
	11-06-80	200,000.00	10.85%
	11-28-80	15,000.00	9.75%
	12-04-80	300,000.00	10.90%
	12-11-80	100,000.00	7.55%
	12-18-80	200,000.00	7.55%
	2-12-81	100,000.00	10.40%
		1,125,000.00	

13

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8

September 1980

GENERAL FUND		Treasury Bills	
	10-14-80	100,000.00	13.50%
	10-14-80	100,000.00	11.25%
	10-14-80	100,000.00	13.20%
	10-16-80	100,000.00	11.50%
	10-16-80	70,000.00	10.38%
	11-06-80	100,000.00	11.15%
	11-06-80	100,000.00	13.34%
	11-06-80	100,000.00	13.25%
	11-13-80	100,000.00	7.70%
	11-13-80	100,000.00	7.90%
	11-13-80	100,000.00	8.15%
	12-04-80	100,000.00	11.00%
	12-04-80	100,000.00	13.40%
	12-04-80	100,000.00	13.20%
	12-18-80	100,000.00	8.25%
	1-15-81	200,000.00	10.50%
		1,670,000.00	
		Certificate of Deposit	
	12-15-80	100,000.00	13.70%

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DRAINAGE DISTRICT MAINTENANCE AVAILABLE FUND		Treasury Bills	
	10-14-80	100,000.00	11.25%
	10-14-80	20,000.00	13.50%
	11-13-80	50,000.00	9.50%
		170,000.00	
		Certificate of Deposit	
	12-15-80	200,000.00	13.70%
	12-15-80	100,000.00	13.70%
		300,000.00	
FBC DRAINAGE DISTRICT DRY CREEK BRIDGE ACCOUNT		Treasury Bills	
	11-13-80	50,000.00	9.50%
	12-11-80	100,000.00	7.55%
		150,000.00	
FBC LIMITED TAX JAIL BUILDING BONDS SERIES 1979		Treasury Bills	
	10-16-80	20,000.00	8.00%
	11-13-80	100,000.00	8.15%
	12-18-80	90,000.00	10.40%
		210,000.00	
FBC LIMITED TAX JAIL BUILDING BONDS SINKING FUND		Treasury Bills	
	12-18-80	50,000.00	9.70%
	12-18-80	10,000.00	10.40%
		60,000.00	
FBC CERTIFICATE OF OBLIGATION SINKING FUND		Treasury Bills	
	12-18-80	40,000.00	9.70%
		40,000.00	

September 1980

FBC UNLIMITED TAX ROAD BONDS SERIES 1962-1966 SINKING FUND		Treasury Bills	
	10-16-80	15,000.00	7.20%
		15,000.00	
COUNTY LAW LIBRARY		Treasury Bills	
	10-16-80	10,000.00	7.20%
	12-11-80	20,000.00	6.40%
		30,000.00	
FBC BRANCH LIBRARIES FUND		Treasury Bills	
	10-16-80	25,000.00	8.55%
		25,000.00	
SMITHERS LAKE ROAD ACCOUNT		Treasury Bills	
	10-16-80	20,000.00	7.20%
		20,000.00	
ROAD BOND AVAILABLE FUND		Treasury Bills	
	10-14-80	100,000.00	10.80%
	12-11-80	10,000.00	7.55%
		110,000.00	
CHILD SUPPORT FUND		Treasury Bills	
	11-06-80	10,000.00	11.70%
		10,000.00	
FBC REVENUE SHARING TRUST FUND EP-9		Treasury Bills	
	12-18-80	20,000.00	10.40%
		20,000.00	
FBC REVENUE SHARING TRUST FUND EP-10		Treasury Bills	
	10-16-80	40,000.00	8.00%
		40,000.00	
FBC REVENUE SHARING TRUST FUND EP-11		Treasury Bills	
	11-13-80	30,000.00	7.70%
		30,000.00	

TOTAL U. S. TREASURY BILLS	$5,920,000.00
Total Certificate of Deposits	1,000,000.00
Total Investments 9/80	$6,920,000.00

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9 RE: REDEFINING DRAINAGE EASEMENT IN PECAN GROVE SUBDIVISION IN PRECINCT #4:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized and approved the redefinition of Drainage Easement from the Fort Bend County Drainage District to Pecan Grove Municipal Utility District No. 1 in the Pecan Grove Subdivision in Precinct #4.

District and Owner have determined that the meanders of the tributary of Bullhead Slough have made it uncertain as to the exact location of such easement and Owner and District desire to locate such easement definitively to clear any cloud on the title to Owner's property. Said Drainage Easement being recorded in Volume 924, page 682 of the Deed Records of Fort Bend County, Texas.

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10 MR. HAL HUSBANDS, FAIRGROUNDS EXECUTIVE DIRECTOR - REQUEST FOR ADDITIONAL MONIES FOR THE FAIRGROUNDS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized to amend the Fairground Budget in the amount of $12,500.00 to cover the expenses for the remainder of the year.

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Amend the receipts in the amount of $10,000.00,
Reinbursement of light usage in the amount of $1600.00
Time Warrants of $640.00 to utilize the balance

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11 RE: CHANGE POLLING PLACE IN MISSOURI CITY VOTING PRECINCT 13 FROM E. A. JONES ELEMENTARY GYM TO HOLY FAMILY CATHOLIC CHURCH BUILDING:

On Motion of Commissiner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized to change the polling place in Missouri City Voting Precinct 13 from E. A. Jones Elementary Gym to Holy Family Catholic Church Building, [redacted]. District Attorney, William Meitzen has written letter to Justice Department, notifying the change in the polling place.

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12 RE: AUTHORIZE THE HIRING OF EMPLOYEE FOR MAINTENANCE DEPARTMENT AND MECHANICAL MAINTENANCE AT THE NEW JAIL:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized the employment of an additional man for the maintenance department and mechanical maintenance at the new jail, effective November 1, 1980, / salary $900.00 per month plus County Portion.

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13 RE: MEADOWS COMMUNITY IMPROVEMENT ASSOCIATION - PATROL CONTRACT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the agreement between The Meadows Community Improvement Association and Fort Bend County to provide police protection in the area, effective January 1, 1981. The Meadows Community Improvement Association agrees to pay Fort Bend County $87,202.24 for 1 year, payable in 12 equal installments of $7,266.85. Agreement as follows:

14

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AGREEMENT

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

THIS AGREEMENT, made and entered into by and between The Meadows Community Improvement Association, a corporation duly organized and existing under the laws of the State of Texas, and Fort Bend County, a body corporate and politic under the laws of the State of Texas.

W I T N E S S E T H

WHEREAS, The Meadows Community Improvement Association desires to have four (4) Deputies of the Sheriff devote substantially all of their working time to the area known as The Meadows in Fort Bend County, Texas; and

WHEREAS, the Sheriff of Fort Bend County does not have a sufficient number of deputies, nor an adequate budget, to enable him to permit or require a deputy to devote substantially all his working time to said area; and

WHEREAS, The Meadows Community Improvement Association is willing to pay Fort Bend County an amount equal to the salary and expenses of four (4) deputies of the Sheriff so as to enable the Sheriff to appoint four (4) deputies for such purpose;

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NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, agreements and benefits to both parties, it is AGREED as follows:

I.

Fort Bend County agrees to authorize the Sheriff of Fort Bend County to appoint or continue to keep four (4) additional deputies effective JAN. 1 1981, 19___ so as to enable (but not require) the Sheriff to appoint or continue to keep four (4) deputies to devote substantially all their working time to the area known as The Meadows in Fort Bend County, Texas, so as to permit 24-hour daily duty in the area known as The Meadows. Fort Bend County agrees to provide the motor vehicle to be used by the Sheriff's deputies together with the cost of maintenance, gasoline and other repairs for patrol use at The Meadows.

II.

The Meadows Community Improvement Association agrees to pay Fort Bend County EIGHTY SEVEN THOUSAND TWO HUNDRED TWO & 24/100 ($87,202.24)

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Dollars to be used by Fort Bend County for the purpose of paying the salaries, the expenses of said deputies of the Sheriff and expenses of a motor vehicle for a period of one year beginning JANUARY 1, 1981 and ending DECEMBER 31-1981. The said sum of $87,202.24 shall be due and payable in twelve (12) equal installments of $7,266.85. The first monthly installment shall be due and payable on or before the 1st day of JANUARY 1ST, 1981 and each installment thereafter shall be due and payable on or before the 1st day of each and every month for a total of twelve consecutive months.

III.

It is expressly understood and agreed that such deputies (if such deputies are employed by the Sheriff) shall be subject to the control and supervision of the Sheriff to the same extent as other deputies, and that such deputies, if any, shall have no duty or obligation to The Meadows Community Improvement Association or The Meadows other than those duties and obligations which they have to the public generally; provided, however, except for the purpose of emergencies, it is intended that at least one of the Sheriff's deputies shall remain on patrol in The Meadows during such deputy's entire 8-hour shift and each successive shift of deputies to remain in The Meadows so as to provide 24-hour, 7-day-a-week patrol in The Meadows.

IV.

It is further understood and agreed that this agreement is not intended (nor shall it be construed) to obligate the Sheriff of Fort Bend County in any manner whatsoever, and that Fort Bend County shall have no liability whatsoever to The Meadows Community Improvement Association other than to refund the money paid by The Meadows Community Improvement Association to Fort Bend County pursuant to this agreement, if the Sheriff does not assign four (4) deputies of the Sheriff to devote substantially all their working time to said area. If one or more deputies are removed from such assignment or if for some other reason four deputies do not devote substantially all their working time to said area for the said entire one year term, then and in that event, The Meadows Community Improvement Association shall be obligated to pay Fort Bend County only that proportionate part of this total contract consideration that is equal to that portion of the one year period that four deputies devoted substantially all their working time

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to said area, or the proportionate amount thereof based upon the number of said deputies which do devote substantially all of their working time to said Meadows area, and if the amount paid by The Meadows Community Improvement Association to Fort Bend County exceeds said amount, then The Meadows Community Improvement Association shall be entitled to a refund from Fort Bend County of the excess amount paid for the preceding month.

V.

The Sheriff of Fort Bend County will furnish The Meadows Community Improvement Association a monthly report of the activities of his deputies in The Meadows during the preceding month, with the form and details of such monthly report to be at the Sheriff's discretion. Said monthly report will also advise the approximate percent of working time the four (4) deputies devoted to The Meadows area during such preceding month, and The Meadows Community Improvement Association will remit its contract monthly installment payment for the current month in the same proportion to agree with the same percent of such working time for the prior month. The consideration in this contract is based upon 100% of such estimated service cost to Fort Bend County and the parties desire that the four (4) deputies will be able to devote substantially all their working time to The Meadows area, but realize that such may not be possible and have therefore so provided for such payment adjustment when required by such facts.

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VI.

It is further agreed and provided that in the event the salary cost per sheriff deputy paid by Fort Bend County should be increased during the term of this Agreement, then the amount of consideration to be paid by The Meadows Community Improvement Association to Fort Bend County monthly under the terms hereof shall be increased by the amount of said salary increase for the remainder of the term of this Agreement beginning at the effective date of said salary increase. Said salary cost per sheriff deputy shall include the monthly salary paid the deputy, plus cost of his retirement, social security, and insurance benefit that is paid by Fort Bend County. In the event of such increase,

13

then Fort Bend County shall notify The Meadows Community Improvement Association as to the amount and effective date thereof.

EXECUTED in duplicate originals, this 20th day of October, 19 80, but effective as of January 1, 19 81.

THE MEADOWS COMMUNITY IMPROVEMENT ASSOCIATION

BY: _____ President

ATTEST:

_____ Secretary

FORT BEND COUNTY

BY: _____
Jodie E. Stavinoha, County Judge

_____
Ed H. Helwig
Commissioner, Precinct #4

APPROVED AS TO FORM:

_____
Ervin Hurta, Sheriff

_____
Tony Jebbia
Commissioner, Precinct #3

_____
William A. Meitzen
District Attorney

_____
W. Lee Schmidt
Commissioner, Precinct #2

_____
Johnny Pustka
Commissioner, Precinct #1

14 RE CONSIDER RESOLUTION SUPPORTING STATE L.E.A.A. FUNDING:

This is to be studied by the court and acted on at a later date.

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15 RE: APPROVE PAYMENT IN THE AMOUNT OF $2,244.00 TO RAY B. BAILEY ARCHITECTS INC. FOR THE COURTHOUSE RENOVATION PROJECT:

On Motion of Commissioner Johnnie Pustka, seconded by Commissiner Tony Jebbia, and duly passed, the court approved the payment of $2,244.00 to Ray B. Baily Architects Inc. for the Courthouse renovation project. Bill as follows:

October 8, 1980

Judge Jodie Stavinoha
Fort Bend County
P.O. Box 368
Richmond, Texas 77469

Invoice No. 7901.18

ARCHITECTURAL SERVICES PHASE V: Contract administration and related meetings for the restoration and renovation of the Fort Bend County Courthouse, Richmond, Texas, from September 1 through September 30, 1980.

BASIC SERVICES: 90.5% Completion of Project Services

$1,870,000 x .12 x .905 =	$203,082.00
Less Previous Invoices	-200,838.00
TOTAL THIS INVOICE:	$ 2,244.00

Jodie Stavinoha

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16 RE: APPROVE SEVERAL APPLICATIONS FROM GULF COAST CABLE TV TO LAY CABLE IN THE MEADOWS SUBDIVISION IN PRECINCT #3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved applications from Gulf Coast Cable TV to lay cable in the Meadows Subdivision in Precinct 3, on the following roads.

1. Cedar Form between Meadowdale & Scottsdale
2. Cedar Form between Alston & Dorrance
3. Bloomington between Scottsdale & Dorrance
4. Bloomington between Dorrance & Brighton
5. Monticeto between Kenzie Ct. & Kangaroo Ct.

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6. Mullholland between Meadowhollow & Meadowdale
7. Blair Meadow 100' ± North of Monticeto
8. Mullholland between Meadowdale & Scottsdale
9. Cedar Form between Level Run & Hoggard
10. Bolero 100' ± North of Monticeto
11. Flood District Drainage Easement Kirkwood to Dorrance

(Orders recorded in the minutes in full)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or po line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Ca
Cedar Form	Between Meadowdale & Scottsdale	60'	34'			

13

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp
AGENT ~~and/or~~ Owner (accessible 24 hrs/day, 7 days/wee

D F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-24-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 780-9800 498-7781

16

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of proposed cable, conduit and/or pole line activity in Fort Bend County, dated 9/24/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley F Kucherta
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

16

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Ca
Cedar Form	Between Alston & Dorrance	60'	34'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp
AGENT ~~and/or~~ ~~Owner~~ (accessible 24 hrs/day, 7 days/wee

D F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-24-80

ADDRESS: 10085 WESTPARK
Street/P.O. Box

HOUSTON TX 77083
City State Zip

TELEPHONE NO: 780-9600. 498-7781

16

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of proposed cable, conduit and/or pole line activity in Fort Bend County, dated 9/24/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley F Kucherta
COUNTY ENGINEER

COMMISSIONERS COURT FORT BEND COUNTY

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
~~Deputy~~
County Clerk

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

16

TO COUNTY OF FORT BEND

COMMISSIONERS COURT:

District No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Bloomington	Between Scottsdale & Dorrance	60'	34'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp
AGENT ~~and/or~~ ~~Owner~~ (accessible 24 hrs/day, 7 days/week

D F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-24-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 780-9600 498-7781

16

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of proposed cable, conduit and/or pole line activity in Fort Bend County, dated 9/24/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kuchtoff
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

COMMISSIONERS COURT FORT BEND COUNTY

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

1.6

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Bloomington	Between Dorrance & Brighton	60'	34'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp
AGENT ~~and/or~~ Owner (accessible 24 hrs/day, 7 days/wee

D F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-24-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 780-9600 498-7781

16

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of proposed cable, conduit and/or pole line activity in Fort Bend County, dated 9/24/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley I Kucherta
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

16

To be Submitted in Quint. Parts

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Coble Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Monticeto	Between Kenzie Ct & Kangaroo Ct	60'	34'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

3

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp
AGENT ~~and/or~~ ~~Owner~~ (accessible 24 hrs/day, 7 days/wee

D. F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-24-80

ADDRESS: 10085 WESTPARK
Street/P.O. Box

HOUSTON TX 77083
City State Zip

TELEPHONE NO: 780-9600 498-7781
Business Home

16

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of proposed cable, conduit and/or pole line activity in Fort Bend County, dated 9/24/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley F. Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

COMMISSIONERS' COURT FORT BEND COUNTY

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

16

TO COUNTY OF FORT BEND

COMMISSIONERS COURT:

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Mullholland	Between Meadowhollow & Meadowdale	60'	33'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

13

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp
AGENT ~~and/or~~ ~~Owner~~ (accessible 24 hrs/day, 7 days/week

D F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-24-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
Houston TX 77083
City State Zip

TELEPHONE NO: 780-7600 498-7781

16

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of proposed cable, conduit and/or pole line activity in Fort Bend County, dated 9/24/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley F Kucher
COUNTY ENGINEER

COMMISSIONERS COURT FORT BEND COUNTY

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

16

TO COUNTY OF FORT BEND

COMMISSIONERS COURT,

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Coble Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Blair Meadow	100'± North of Monticeto	60'	36'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp
AGENT ~~and/or~~ Owner accessible 24 hrs/day, 7 days/wee

D F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-24-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
Houston TX 77083
City State Zip

TELEPHONE NO: 780-9000 498-7781

16

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of proposed cable, conduit and/or pole line activity in Fort Bend County, dated 9/24/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kuchtoff
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

COMMISSIONERS COURT FORT BEND COUNTY

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

16

TO COUNTY OF FORT BEND

COMMISSIONERS COURT,:

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Mullholland	Between Meadowdale & Scottsdale	60'	34'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of Monday, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute:

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp
AGENT ~~and/or~~ Owner (accessible 24 hrs/day, 7 days/wee

D F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-24-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 780-9600 498-7781

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of proposed cable, conduit and/or pole line activity in Fort Bend County, dated 9/24/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley F Kucherta
COUNTY ENGINEER

COMMISSIONERS COURT FORT BEND COUNTY

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

16

TO COUNTY OF FORT BEND

COMMISSIONERS COURT:

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Cedar Form	Between Level Run & Hoggard	60'	34'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp
AGENT ~~and/or~~ Owner (accessible 24 hrs/day, 7 days/week

D F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-24-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 780-9600 498-7781

16

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of proposed cable, conduit and/or pole line activity in Fort Bend County, dated 9/24/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley F Kucherka
COUNTY ENGINEER

COMMISSIONERS COURT FORT BEND COUNTY

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
~~xxxxxxx~~ Deputy
County Clerk

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

16

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Cas
Bolero	100'± North of Monticeto	60'	34'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp
AGENT ~~and/or~~ Owner (accessible 24 hrs/day, 7 days/week)

D F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-24-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 780-7600 498-7781

16

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of proposed cable, conduit and/or pole line activity in Fort Bend County, dated 9/24/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley T Kucherta
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~xxxxxxx~~ Deputy

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

TO COUNTY OF FORT BEND
COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cab

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE
Flood District Drainage Esmt	Kirkwood	Dorrance	4,400'±

GENERAL DESCRIPTION

Beginning at Kirkwood, west along esmt. behind Monticeto thence South along Esmt. behind Amblewood to Dorrance

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 15 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp
AGENT ~~and/or~~ Owner (accessible 24 hrs/day, 7 days/wee

Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-24-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
Houston TX 77083
City State Zip

TELEPHONE NO: 780-9600. 498-7781

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed cable, conduit and/or pole line activity in Fort Bend County, dated 9/24/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley J. Kulhanek
COUNTY ENGINEER

COMMISSIONERS COURT FORT BEND COUNTY TEXAS

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk Deputy

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

TO COUNTY OF FORT BEND

Precinct No. _____
Key Map Ref. _____
Notification No. _____

COMMISSIONERS COURT

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Pender Lane	140'± North of Montcleto	60'	34'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE
Flood District Drainage Esmt	Alston	480'e. of Pender	2,680±

GENERAL DESCRIPTION

Beginning at the North R.O.W. line of Alston crossing Montcleto then East along the cent to 480' E. of Pender

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Geogram Corp
AGENT ~~and/or~~ ~~Owner~~ (accessible 24 hrs/day, 7 days/wee

D F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 9-24-80
ADDRESS: 10085 WESTPARK
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 780-9600 . 498-7781

16

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of October, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed cable, conduit and/or pole line activity in Fort Bend County, dated 9/24/80, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY Stanley I. Kulhanek
COUNTY ENGINEER

COMMISSIONERS COURT FORT BEND COUNTY TEXAS

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk Deputy

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

17 RE: DISCUSS 1980 AUDIT PROPOSAL FROM DELOITTE, HASKINS & SELLS: AND AUTHORIZE TO ADVERTISE FOR BIDS FOR PROPOSALS FOR THE 1980 COUNTY AUDIT:

Deloitte, Haskins & Sells submitted their proposal to serve as the Independent Auditors for Fort Bend County, Texas and for Fort Bend County Drainage District for the year ended December 31, 1980, at a cost not to exceed $30,000.00.

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized to ask for proposals for the 1980 Audit for Fort Bend County, Fort Bend County Drainage District and Revenue Sharing.

There being no further business the court adjourned at 12:45 o'clock P.M.

Jodie Stavinoha
COUNTY JUDGE

ATTEST:
Pearl Ellett
COUNTY CLERK

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 27th day of October, 1980, 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 October 20, 1980, as corrected. The Patrol Contract between The Meadows Community Improvement Association and Fort Bend County, ~~which~~ is not yet signed by the President and Vice-Presidnet at this meeting time.

13

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2 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 10/16/80, receipt #338798 and to Pledge $300,000.00 U. S. Treasury Bills due 4/16/80, receipt #350179

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3 RE: ACCEPT LOW BID OF DATAQUEST COMPUTER OF HOUSTON, TEXAS FOR FORMS FOR THE ACCOUNTING DEPARTMENT:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court accepted the low bid of Dataquest Computer of Houston, Texas for forms for the Accounting Department. Price as follows:

Ledger forms - $27.43 per 1000
Checks ------- $52.51 per 1000
Blank Ledger Paper- $27.43 per 1000
Payroll Checks - $36.65 per 1000

(Bid recorded in the minutes in full)

3

BID TABULATION

FOR: FORT BEND COUNTY

MONDAY, OCTOBER 20, 1980 - 9:00 A.M.

ACCOUNTING FORM SPECIFICATIONS

FIRM	LEDGER SPEC.	BID PRICE	CHECK SPEC.	BID PRICE	BLANK LEDGER PAPER	BID PRICE	PAYROLL CHECKS	BID PRICE
Clarke & Courts, Inc. P.O. Box 1441 Houston, Texas 77001 528-4185	NOTE: These quotes are F.O.B. your office.	$644.77		$859.43	There will be no delivery charge or insurance charge.	$453.55		$823.13
Moore Business Forms 2030 North Loop West Houston, Texas 77018 688-3481	Price per 1000 Total	#39.12 $704.16	With carbon Price per 1000 Total Carbonless Paper Price per 1000 Total	$78.33 $1057.45 $78.47 1059.34	Price per 1000 Total	$39.12 $586.80	With carbon Price/1000 Total Carbonless paper Price/1000 Total	$64.96 $1169.28 $65.69 $1182.42
Dataquest Computer 5925 Sovereign Houston, Texas 77036 995-5798	Price/1000	$27.43	Price/1000	$52.51	Price/1000	$27.43	Price/1000	$36.65

NOTE: Shipping will originate from Denton, Texas, Shipping costs including inside delivery will be approximately an additional $70.00 total for complete order.

1

460 e

3

BID FORM

FOR: FORT BEND COUNTY

MONDAY, OCTOBER 20, 1980 - 9:00

ACCOUNTING FORM SPECIFICATIONS

PLEASE SUBMIT ALL FORMS IN DUPLICATE

THE UNDERSIGNED BIDDER will provide the following items at the prices listed below. Bid price shall be effective for a period of six (6) months and shall be renewable for another three (3) months provided both parties agree.

NOTE: Vendor must supply a proof copy of all forms before the form will accepted for printing.

1. LEDGER SPECIFICATIONS

Quantity (18,000 1-part forms) _____

Paper Weight (24 lb. or greater) _____

Type (Continuous) _____

Width (13 1/2 in. including perfs) _____

Length (12 in.) _____

Other (Form does not have any punch holes block-outs, or shaded areas.) _____

BID PRICE $644.77

2. CHECK SPECIFICATIONS

Quantity (15,000 2-part forms) _____

Paper Weight (Check-stock) _____

Type (Continuous) _____

Width (9 1/2 inches including perf) _____

Length 7 in. (Check = 3 1/2 in.) (Stub = 3 1/2 in.) _____

Other (Serial number and account numbers must be printed in magnetic ink along bottom of check.) _____

Comment (The quantity of 13,500 checks will divided between 13 different account numbers in the following manor:) _____

General Fund	Quantity = 6,500
Road & Bridge Pct. #1	Quantity = 400
Road & Bridge Pct. #2	Quantity = 300
Road & Bridge Pct. #3	Quantity = 300
Road & Bridge Pct. #4	Quantity = 300
Ad Val. F/M-L/M Pct. #1	Quantity = 700
Ad Val. F/M-L/M Pct. #2	Quantity = 700
Ad Val. F/M-L/M Pct. #3	Quantity = 700
Ad Val. F/M-L/M Pct. #4	Quantity = 800
Revenue Sharing	Quantity = 500
Drainage District	Quantity = 900
Blank with bank number	Quantity = 900
Blank without bank no.	Quantity = 500

BID PRICE $859.43

3. BLANK LEDGE PAPER

Quantity (15,000 1-part) _____

Paper Weight (24 lb. or greater) _____

13

3

ACCOUNTING SPECIFICATIONS CONT.

FOR: FORT BEND COUNTY,

MONDAY, OCTOBER 20, 1980 - 9

3. BLANK LEDGER PAPER

Type (Continuous) _____

Width (13 1/2 including perf) _____

Length (12 in.) _____

BID PRICE $453.55

4. PAYROLL CHECKS

Quantity (18,000 2-part) _____

Paper Weight (Check Stock) _____

Type (Continuous) _____

Width (9 1/2 in. including perf) _____

Length (7in. 3 1/2 in. for check. 3 1/2 in. for stubs) _____

Other (Serial Numbers and account numbers must be printed in magnetic ink along bottom of check. Also a picture of the Courthouse will be overlaid on the check.) _____

BID PRICE $823.13

Please list any additional specifications

These quotes are F.O.B. your office. There will be no delivery charge or insurance charge.

NOTE: FREIGHT COSTS MUST BE INCLUDED BEFORE THE BID WILL BE ACCEPTED.

NOTE: DETAILS ON WHAT INFORMATION WILL BE PRINTED ON THE FORMS, AND WHAT THE FORMS SHOULD LOOK LIKE CAN BE OBTAINED BY CONTACTING:

CHARLES E. SEILER
D. P. MANAGER
FORT BEND COUNTY
RICHMOND, TEXAS
PH: 342-5411 X-570

FORT BEND COUNTY reserves the right to reject any and all bids and to waive technicalities.

FIRM CLARKE & COURTS, INC.

BY RICK LOGAN Rick Logan

ADDRESS P. O. BOX 1441, Houston, Texas 77001

PHONE 713/528-4185

DATE 10-17-80

3

BID FORM

FOR: FORT BEND COUNTY

MONDAY, OCTOBER 20, 1980 - 9:00

ACCOUNTING FORM SPECIFICATIONS

PLEASE SUBMIT ALL FORMS IN DUPLICATE

THE UNDERSIGNED BIDDER will provide the following items at the prices listed below. Bid price shall be effective for a period of six (6) months and shall be renewable for another three (3) months provided both parties agree.

NOTE: Vendor must supply a proof copy of all forms before the form will accepted for printing.

1. LEDGER SPECIFICATIONS

Quantity (18,000 1-part forms) _____

Paper Weight (24 lb. or greater) _____

Type (Continuous) _____

Width (13 1/2 in. including perfs) _____

Length (12 in.) _____ 13

Other (Form does not have any punch holes block-outs, or shaded areas.) Price per 1000 - $ 39.12
Total $ 704.16

BID PRICE

2. CHECK SPECIFICATIONS

Quantity (15,000 2-part forms) _____

Paper Weight (Check-stock) _____

Type (Continuous) _____

Width (9 1/2 inches including perf) _____

Length 7 in. (Check = 3 1/2 in.) (Stub = 3 1/2 in.) _____

Other (Serial number and account numbers must be printed in magnetic ink along bottom of check.) _____

Comment (The quantity of 13,500 checks will divided between 13 different account numbers in the following manor:) _____

General Fund	Quantity = 6,500
Road & Bridge Pct. #1	Quantity = 400
Road & Bridge Pct. #2	Quantity = 300
Road & Bridge Pct. #3	Quantity = 300
Road & Bridge Pct. #4	Quantity = 300
Ad Val. F/M-L/M Pct. #1	Quantity = 700
Ad Val. F/M-L/M Pct. #2	Quantity = 700
Ad Val. F/M-L/M Pct. #3	Quantity = 700
Ad Val. F/M-L/M Pct. #4	Quantity = 800
Revenue Sharing	Quantity = 500
Drainage District	Quantity = 900
Blank with bank number	Quantity = 900
Blank without bank no.	Quantity = 500

With Carbon
Price per 1000 $ 78.33
Total $ 1057.45

Carbonless Paper
Price per 1000 $ 73.47
Total $ 1057.30

BID PRICE _____

3. BLANK LEDGE PAPER

Quantity (15,000 1-part) _____

Paper Weight (24 lb. or greater) _____

3

ACCOUNTING SPECIFICATIONS CONT.

FOR: FORT BEND COUNTY

MONDAY, OCTOBER 20, 1980 - 9:00

3. BLANK LEDGER PAPER

Type (Continuous)

Width (13 1/2 including perf)

Length (12 in.)

BID PRICE

PRICE PER 1000 - $39.12
TOTAL $586.80

4. PAYROLL CHECKS

Quantity (18,000 2-part)

Paper Weight (Check Stock)

Type (Continuous)

Width (9 1/2 in. including perf)
Length (7in. 3 1/2 in. for check. 3 1/2 in. for stubs)
Other (Serial Numbers and account numbers must be printed in magnetic ink along bottom of check. Also a picture of the Courthouse will be overlaid on the check.)

BID PRICE

WITH CARBON
PRICE PER 1000 - $ 64.96
TOTAL - $ 1169.28
CARBON LESS PAPER
PRICE PER 1000 $ 65.69
TOTAL $ 1182.42

13

Please list any additional specifications

Shipping will originate from Denton, Texas. Shipping costs including inside delivery will be approximately an additional $ 75.00 total for complete order.

NOTE: FREIGHT COSTS MUST BE INCLUDED BEFORE THE BID WILL BE ACCEPTED.

NOTE: DETAILS ON WHAT INFORMATION WILL BE PRINTED ON THE FORMS, AND WHAT THE FORMS SHOULD LOOK LIKE CAN BE OBTAINED BY CONTACTING:

CHARLES E. SEILER
D. P. MANAGER
FORT BEND COUNTY
RICHMOND, TEXAS
PH: 342-5411 X-570

FORT BEND COUNTY reserves the right to reject any and all bids and to waive technicalities.

FIRM Moore Business Forms

BY Russell Reel

ADDRESS 2030 North Loop West Houston, Texas 77018

PHONE 688-3481

DATE 10/20/80

BID FORM

FOR: FORT BEND COUNTY

MONDAY, OCTOBER 20, 1980 - 9:00

ACCOUNTING FORM SPECIFICATIONS

PLEASE SUBMIT ALL FORMS IN DUPLICATE

THE UNDERSIGNED BIDDER will provide the following items at the prices listed below. Bid price shall be effective for a period of six (6) months and shall be renewable for another three (3) months provided both parties agree.

NOTE: Vendor must supply a proof copy of all forms before the form will accepted for printing.

1. LEDGER SPECIFICATIONS

Quantity (18,000 1-part forms) _____

Paper Weight (24 lb. or greater) _____

Type (Continuous) _____

Width (13 1/2 in. including perfs) _____

Length (12 in.) _____

Other (Form does not have any punch holes block-outs, or shaded areas.) _____

BID PRICE 27.43 per thousand

2. CHECK SPECIFICATIONS

Quantity (15,000 2-part forms) _____

Paper Weight (Check-stock) _____

Type (Continuous) _____

Width (9 1/2 inches including perf) _____

Length 7 in. (Check = 3 1/2 in.) (Stub = 3 1/2 in.) _____

Other (Serial number and account numbers must be printed in magnetic ink along bottom of check.) _____

Comment (The quantity of 13,500 checks will divided between 13 different account numbers in the following manor:) _____

General Fund	Quantity = 6,500
Road & Bridge Pct. #1	Quantity = 400
Road & Bridge Pct. #2	Quantity = 300
Road & Bridge Pct. #3	Quantity = 300
Road & Bridge Pct. #4	Quantity = 300
Ad Val. F/M-L/M Pct. #1	Quantity = 700
Ad Val. F/M-L/M Pct. #2	Quantity = 700
Ad Val. F/M-L/M Pct. #3	Quantity = 700
Ad Val. F/M-L/M Pct. #4	Quantity = 800
Revenue Sharing	Quantity = 500
Drainage District	Quantity = 900
Blank with bank number	Quantity = 900
Blank without bank no.	Quantity = 500

BID PRICE 52.51 per thousand

3. BLANK LEDGE PAPER

Quantity (15,000 1-part) _____

Paper Weight (24 lb. or greater) _____

13

ACCOUNTING SPECIFICATIONS CONT.

FOR: FORT BEND COUNTY

MONDAY, OCTOBER 20, 1980 - 9:00

3. BLANK LEDGER PAPER

Type (Continuous) _____

Width (13 1/2 including perf) _____

Length (12 in.) _____

BID PRICE 27.43 per thousand

4. PAYROLL CHECKS

Quantity (18,000 2-part) _____

Paper Weight (Check Stock) _____

Type (Continuous) _____

Width (9 1/2 in. including perf) _____

Length (7in. 3 1/2 in. for check. 3 1/2 in. for stubs) _____

Other (Serial Numbers and account numbers must be printed in magnetic ink along bottom of check. Also a picture of the Courthouse will be overlaid on the check.) _____

13

BID PRICE 36.65 per thousand

Please list any additional specifications

_____

_____

_____

NOTE: FREIGHT COSTS MUST BE INCLUDED BEFORE THE BID WILL BE ACCEPTED.

NOTE: DETAILS ON WHAT INFORMATION WILL BE PRINTED ON THE FORMS, AND WHAT THE FORMS SHOULD LOOK LIKE CAN BE OBTAINED BY CONTACTING:

CHARLES E. SEILER
D. P. MANAGER
FORT BEND COUNTY
RICHMOND, TEXAS
PH: 342-5411 X-570

FORT BEND COUNTY reserves the right to reject any and all bids and to waive technicalities.

FIRM Dataquest Computer

BY Maureen Kane

ADDRESS 5925 Sovereign Houston, Tx 77036

PHONE 995-5798

DATE _____

4 RE: APPROVE REQUESTS FOR TRANSFER OF LINE ITEMS IN 1980 BUDGETS:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the following requests for transfer of line items in 1980 budgets, with no net change in budget, for the following

1. Fort Bend County Child Welfare
2. Auditor's office
3. Library
4. Unclassified General
5. Justice of Peace Precinct #1

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 27 day of October, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Eliett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, heretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Ed H. Helwig seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: 4

NAYES:

the following amendment (s) to said budget are hereby authorized:

BUDGET	FROM	TO	INCREASE (DECREASE)
Fort Bend County Child Welfare			
Foster Care	75,000.00	72,500.00	(2,250.00)
Unclassified	1,600.00	3,850.00	2,250.00

DATE: Oct. 20, 1980

DEPT HEAD: Grace K. Nathan

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct.

Ed. Helwig, Comm. Pct.

4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 27 day of October, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Ed. H. Helwig seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: 4

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

AUDITOR'S DEPT.	FROM	TO	INCREASE (DECREASE)
RETIREMENT	7843.26	7643.26	(200.00)
INSURANCE	9611.87	8861.87	(750.00)
UNCLASSIFIED/DUES CONF/ POSTAGE	1200.00	2150.00	950.00

DATE: Oct. 24, 1980

DEPT HEAD: Joyce Tompkins

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct.

Ed. Helwig, Comm. Pct. 4

4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 27 day of October, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Ed H. Helwig seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: 4

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

	Library DEPT.	FROM	TO	INCREASE (DECREASE)
	Telephone	2,500.00	2,300.00	(200.00)
	Station Wagon	2,000.00	1,700.00	(300.00)
	Utilities	16,800.00	17,300.00	500.00

DATE: 10-23-80

DEPT HEAD: Lillie Stavinoha

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

4

4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 27 day of October, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Ed. H. Helwig seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

13

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

DEPT.	FROM	TO	INCREASE (DECREASE)
Unclassified General - Maps	5,000.00	~~1850.00~~ -0-	~~3,150.00~~ (5,000.00)
- Vital Statistics	300.00	400.00	100.00
- Autopsy	22,000.00	23,400.00	1,400.00
-Valuation Eng. Fees	31,500.00	35,000.00	3,500.00
Emergency Fd	—	—	(1850.00)

DATED: _____

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: Jodie E. Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct.

Ed. Helwig, Comm. Pct. 4

5000.00
1850.00
3150.00

5

4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the _____ day of _____, 1980, at a _____ Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jobbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

J. P. Pct. 1 DEPT.	FROM	TO	INCREASE (DECREASE)
Extra Help	150.00	0	(150.00)
Telephone	600.00	299.96	(300.04)
Postage	1200.00	375.00	(825.00)
Unclassified	50.00	0	(50.00)
Travel	1200.00	1150.00	(50.00)
Petit Jurors	400.00	150.00	(250.00)
Stationery & Supplies	5000.00	6625.04	+1625.04

DATE: 10-22-80

DEPT HEAD: C.E. Watson J.P. Pct #1

THE COUNTY OF FORT BEND

BY: Jodie E. Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct

Johnnie Pustka, Comm. Pct. 1

Tony Jobbia, Comm. Pct.

Ed. Helwig, Comm. Pct. 4

5 RE: MR. RUSSELL BIRD, HOMECRAFT LAND DEVELOPMENT CORP. - ACCEPTANCE OF STREETS IN MISSION BEND SOUTH, SECTION II, IN PRECINCT #4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized to accept the following streets in Mission Bend South, Section II, in Precinct #4.

Putney, Moffatt & Easley
CONSULTING ENGINEERS

October 20, 1980

Homecraft Land Devleopment, Inc.
P. O. Box 20147
Houston, Texas 77025

Attn: Mr. Russell Bird

Subject: Mission Bend South, Section 2
Street Stationing for Final Acceptance

Gentlemen:

In connection with Fort Bend County requirements for final acceptance of the streets in Mission Bend South, Section 2, we offer the following:

Street Name	End to End Stationing	Street Length
San Pablo Dr.	6+53.03 to 22+24.57	1571.54 Ft.
Santa Rita Dr.	8+80.00 to 11+25+00	245.00
	1+00.00 to 6+20.00	520.00
Soledad Dr.	1+02.86 to 2+00	97.14
Sierra Grande Dr.	1+00.00 to 11+65.29	1065.29
Sierra Grande Ct.	1+17.76 to 1+67.76	50.00
Alametos Dr.	2+50.50 to 3+85.50	135.00
	6+50.50 to 11+74.50	524.00
La Gloria Dr.	1+99.76 to 3+60.76	161.00
Espinosa Dr.	1+90.08 to 6+28.08	438.00
Paso Dobble Dr.	2+08.85 to 6+03.85	395.00
	TOTAL STREET LENGTH	5201.97 Ft.

If we may be of further assistance, please call us.

Very truly yours,

PUTNEY, MOFFATT & EASLEY

James E. Rader, P. E.

JER/aj

908 TOWN & COUNTRY BLVD. HOUSTON, TEXAS 77024 (713)932-6666

6 RE: REVIEW FEE OFFICERS' MONTHLY REPORTS NOT PRESENTED AT PREVIOUS MEETING:

The Monthly report of Justice of Peace Precinct 3 was still not available for review at this court meeting. The court leaves this report unapproved until such time that it is presented by the Justice of Peace in person.

---

7 RE: CHRISTOPHER DISTEFANO & ASSCIATES, ARCHITECTS - PRESENTATION OF PRELIMINARY PLANS FOR RENOVATION OF JUVENILE DETENTION FACILITY:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the preliminary plans for renovation of the Juvenile detention facility, with the exception of leaving the two cells on the second floor, rather than being made into office space.

---

8 RE: CONSIDER FOR APPROVAL BILLS FROM PAUL ROSEN, ATTORNEY-AT-LAW FOR EXPENSES INCURRED IN REPRESENTING THE COUNTY:

The court postponed action on the payment of bills from Paul Rosen, Attorney-at-law for expenses incurred in representing the County in Civil Rights Law Suit. Further study to be made by the District Attoreny's office.

---

9 RE: DISCUSS ABOLISHING THE COUNTY AVAILABLE SCHOOL FUND AND DISTRIBUTING THE MONIES TO SCHOOL DISTRICTS IN FORT BEND COUNTY:

The Court suggested that the County Auditor Joyce Tompkins wait until August 1981 to abolish some $12,000.00 which remains in the County Available School Fund.

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10 RE: AUTHORIZE TO ADVERTISE FOR BIDS FOR ROAD SIGNS FOR PRECINCTS 2 & 4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized to advertise for bids for road signs for Precincts 2 & 4:

---

11 RE: DISCUSS VOTING MACHINE REPAIRS:

A discussion was held by the court concerning the repair of the Voting Tabulating machines. Martel Systems Inc. (formerly Valtec Corporation) was contacted by telephone and told the court that a representative from the company would come to repair the machines.

There being no further business the court adjourned at 11:05 o'clock A.M.

Jodie L Stavinoha
COUNTY JUDGE

ATTEST:
Pearl Ellett
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 3rd day of November, 1980, the Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

Jodie E. Stavinoha	County Judge
Johnnie Pustka	Commissiner 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 on Commissioner W. Lee Schmidt, and duly passed, the court approved the minutes of Special Session of October 27, 1980, as corrected.

13

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no changes in Depository Pledge Contracts.

---

3 RE: CONSIDER BIDS OPENED AT PRECIOUS MEETINGS:

No bids to be considered at this meeting.

---

4 RE: APPROVE REQUESTS FOR TRANSFER OF LINE ITEMS IN 1980 BUDGETS:

No requests for transfer of line items in 1980 budget.

---

5 RE: MR. PAT HOGAN AND MR. CULLEN HEARD, JONES & CARTER ENGINEERING:- PLAT OF REPLAT OF A PORTION OF PECAN GROVE PLANTATION, SECTION 3, IN PRECINCT 4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the plat of replat of a portion of Pecan Grove Plantation, Section 3, in Precinct 4.

---

6 RE: MR. ROGER ALLEN, PUTNEY, MOFFATT & EASLEY - APPROVAL OF PLAT FOR KEEGANS WOOD SECTION I, IN PRECINCT 4:

Postponed. Plat was not ready at this court meeting.

---

7 RE: APPROVE BILLS FOR SANITARY LANDFILL:

This item was taken off the Agenda before court went into session.

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8 RE: ADVERTISE FOR BIDS FOR WEED CONTROL AND SPARYING EQUIPMENT FOR FORT BEND COUNTY:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized to advertise for bids for weed control & spraying equipment for Fort Bend County.

---

9 RE: ACCEPT KARLE ROAD INTO THE COUNTY ROAD SYSTEM IN PRECINCT 2:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized to accept Karle Road into the County Road System in Precinct 2. Field notes as follows:

HENRY STEINKAMP, JR., INC.
Consulting Engineers
1117 TOBOLA STREET
P. O. BOX 223
ROSENBERG, TEXAS 77471

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR
JAMES H. SUCHMA
REGISTERED PROFESSIONAL ENGINEER

HOUSTON-ROSENBERG
713/342-2241

13

November 13, 1979

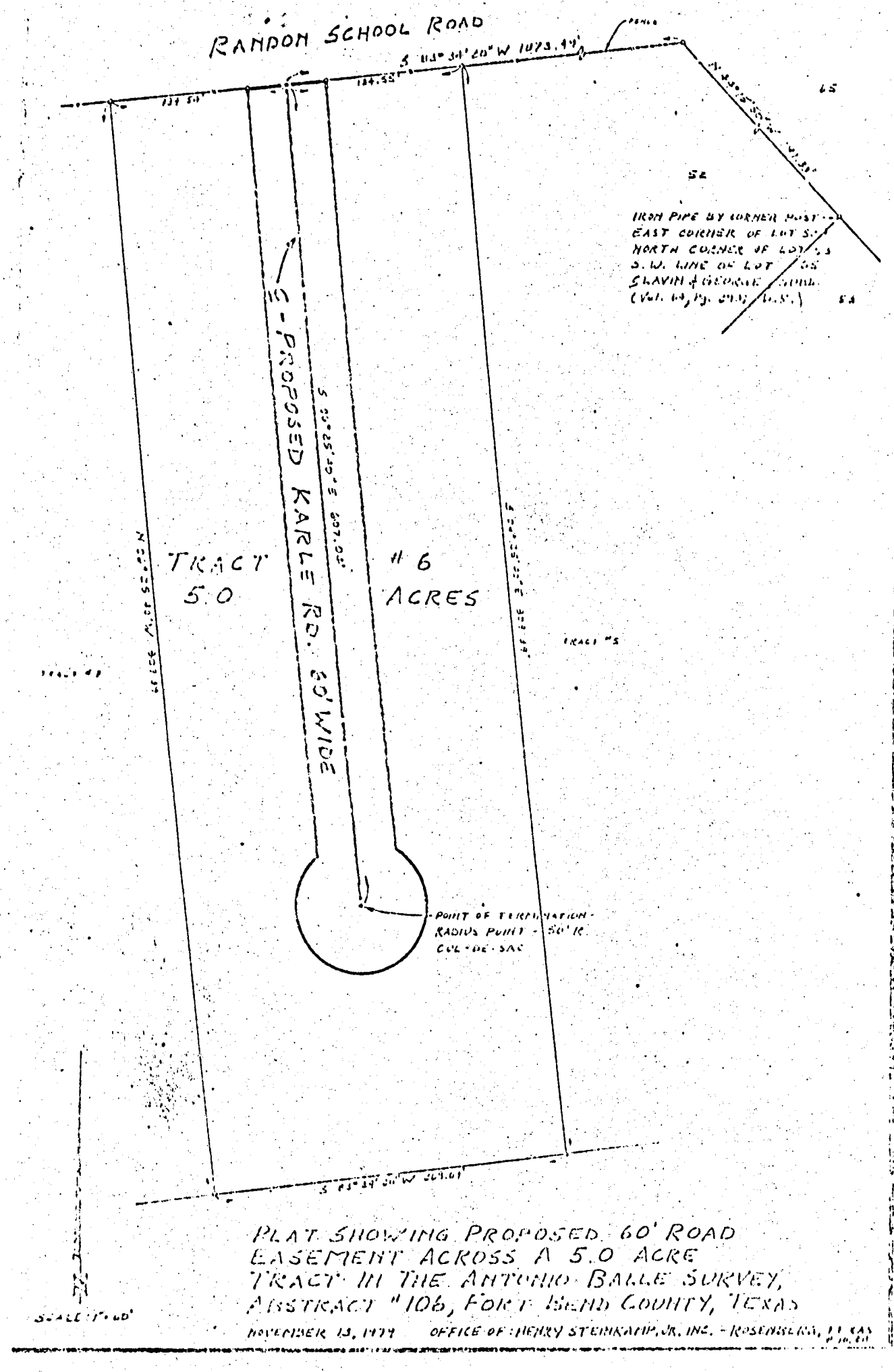
A Centerline Description of a proposed 60 foot wide road easement across a 5.000 Acre Tract of Land out of a 60.0 Acre Tract being the remainder of the V.A. Hartburg 65.559 Acre Tract being known as Lot #52 of the Slavin and George Subdivision (Vol. 64, Pg. 293; Deed Records) in the Antonio Balle Survey, Abstract #106, Fort Bend County, Texas.

Begin at an iron pipe found by corner post marking the East corner of Lot #52, North corner of Lot #53, and in the Southwest line of Lot #65 of said Slavin and George Subdivision; said corner being the East corner of said V.A. Hartburg Tract; THENCE, North 44° 15' 50" West, 191.33 feet along a fence line to an iron pipe for corner; THENCE, South 83° 34' 20" West, 1873.49 feet along a fence line marking the South line of Randon School Road to a point on the centerline of this proposed road easement for Place of Beginning for this centerline description;

THENCE, South 6° 25' 40" East, 607.04 feet to a radius point for a 50 foot radius cul-de-sac, and Point of Termination of this centerline description.

Franklin R. Schodek
Registered Public Surveyor

.9



PLAT SHOWING PROPOSED 60' ROAD EASEMENT ACROSS A 5.0 ACRE TRACT IN THE ANTONIO BALLE SURVEY, ABSTRACT #106, FORT BEND COUNTY, TEXAS

NOVEMBER 13, 1979 OFFICE OF: HENRY STEINKAMP, JR. INC. - ROSENBERG, TEXAS

13

10 RE: APPROVE APPLICATION FROM GULFCOAST CABLE TV TO LAY CABLE IN HUNTINGTON VILLAGE SUBDIVISION IN PRECINCT 3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved application from Gulf Coast Cable TV to lay cable in Huntington Village Subdivision in Precinct 3, as follows:

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE
Drainage Esmt	At inter. w/Harris County Drainage Esmt	S. ℄ Huntington Vil. Sec. 4.	551'±

13

GENERAL DESCRIPTION

Beg. at the inter. with the Harris County Flood Control Esmt. the South crossing Huntington Venture (City of Houston) then along both sides to the south R of Section 4

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Professional Communication Services
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week

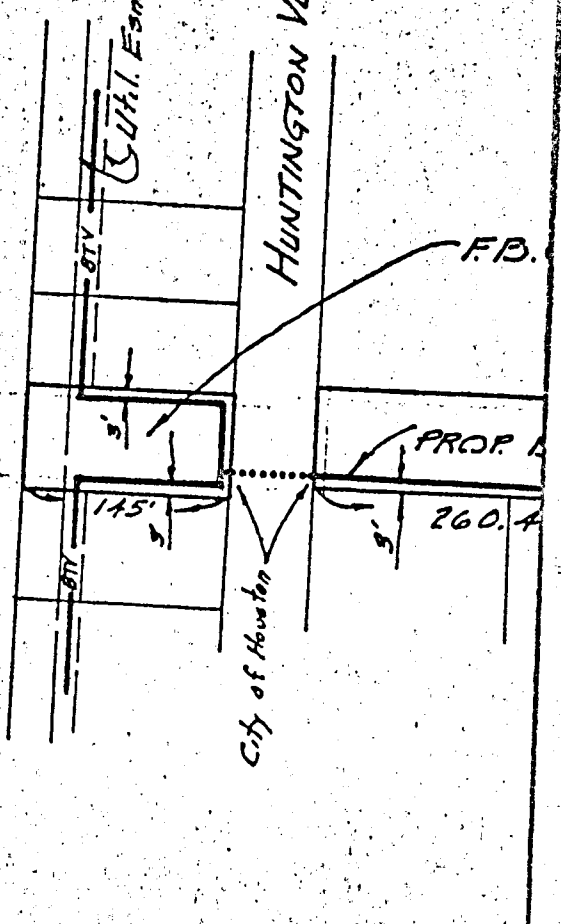
David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: Oct. 26, 1980
ADDRESS: 7122 MARISOL
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 498-7781 Same
Business Home

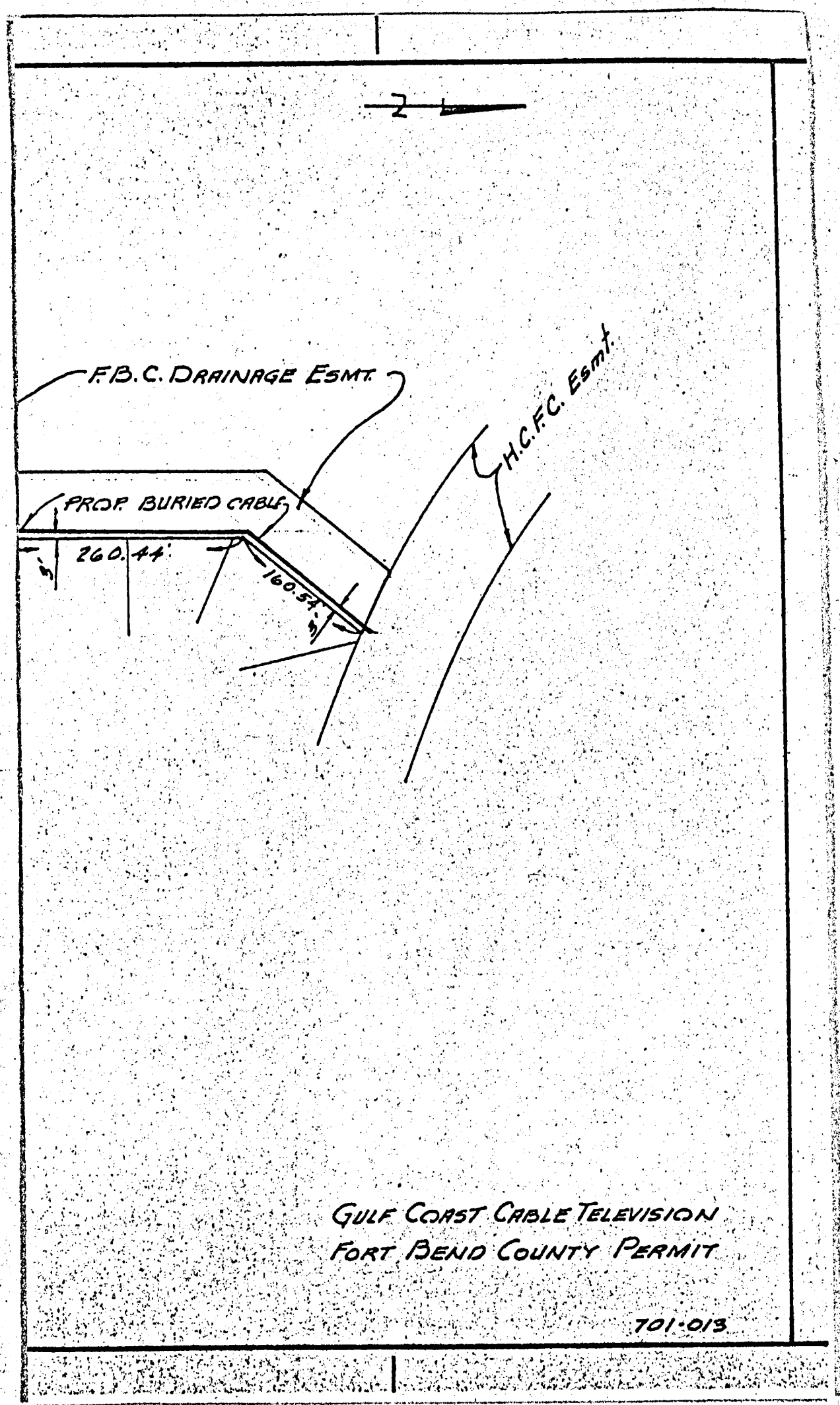
10.



Min. 2' Cover

PROFESSIONAL COMMUNICATION SERVICES
7122 MARISOL
HOUSTON, TEXAS 77033
498-7781

10



13

GULF COAST CABLE TELEVISION
FORT BEND COUNTY PERMIT

701-013

10

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 3rd day of November, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole Line Activity in Fort Bend County, dated Oct. 26, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.
Pearl Edlett
CLERK OF COMMISSIONERS COURT

By _____
Deputy

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

---

11 RE: APPROVE APPLICATION FROM EXXON CORPORATION TO LAY PIPELINE ON FARMER ROAD IN PRECINCT 4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissiner W. Lee Schmidt, and duly passed, the court approved the application from Exxon Corporation to lay pipeline on Farmer Road in Precinct 4, as follows:

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 4
Key Map Ref.
Notification No.

Formal notice is hereby given that Exxon Corporation proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Farmer Road	120' N.E. of Skinner Lane	167'	Yes	-	-	Yes

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	To	Distance

GENERAL DESCRIPTION

One 3" flowline to be installed within 167 feet of 6" conduit (welded joint) with water tight seals both ends. The flowline will cross Farmer Road at a location approximately 120' Northeast of the intersection of Skinner Lane as shown on attached Plan and Profile Drawing No. 688-321-G-02

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintainence and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintainence and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980, recorded in Volume // of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a Vernon's Texas Civil Statutes.

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-2863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

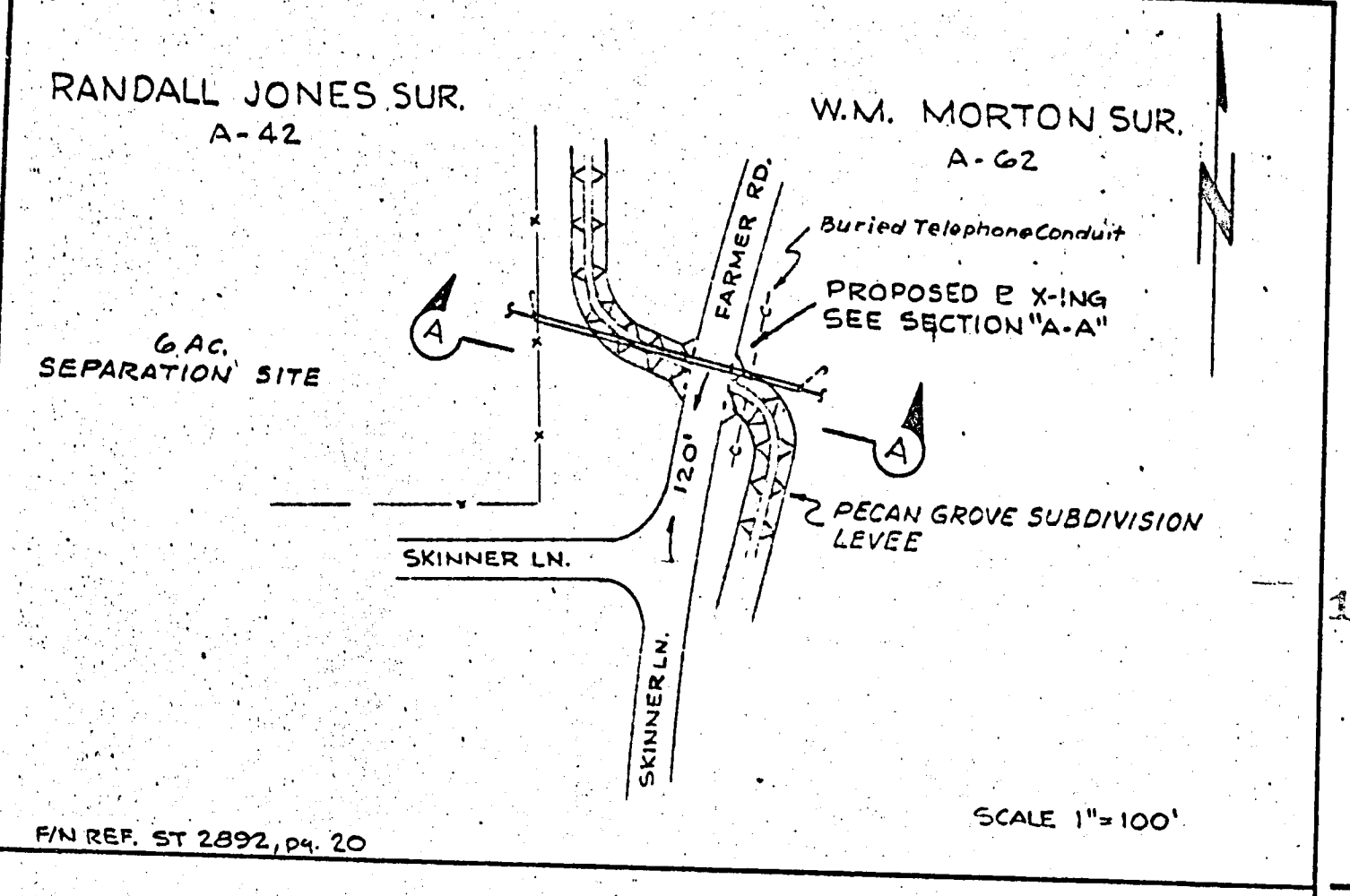
In case of emergency, call: Mr. Pete Mercer

COMPANY NAME: Exxon Corporation
AGENT and/or
OWNER (accessible 24 hrs/day, 7 days/week

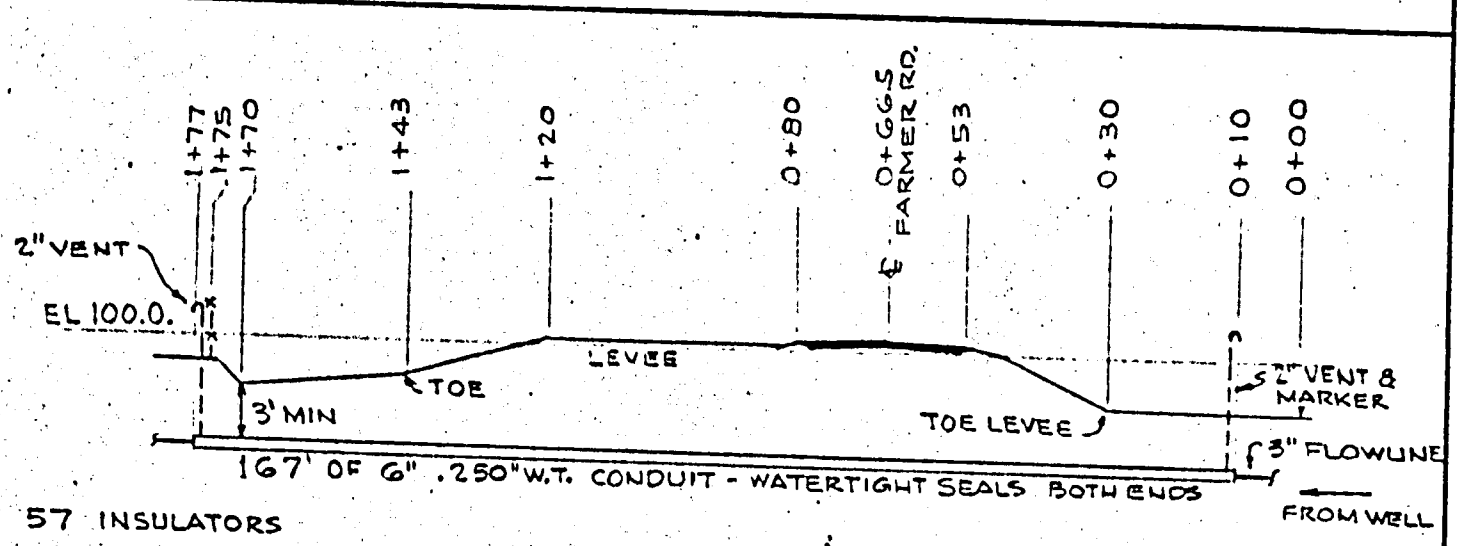
Form Approved
By KAB

B. E. Crowder, Agent and Attorney in Fact
NAME & TITLE: Pete Mercer, Field Superintendent
Please Print
DATE: August 14, 1980
ADDRESS: P. O. Box 3-D
Street/P.O. Box
Thompsons, Texas 77481
City State Zip
TELEPHONE NO: 343-0522 Business 342-3944 Home

13



F/N REF. ST 2892, pg. 20



57 INSULATORS

SECTION "A-A"

HORIZ. SCALE 1" = 30'
VERT. SCALE 1" = 10'

UNIT 2, WELL 1

CONTRACTOR	EXXON COMPANY, U.S.A. A DIVISION OF EXXON CORPORATION PRODUCTION DEPARTMENT EAST TEXAS DIVISION HOUSTON, TEXAS	PIPELINE X-ING FARMER RD. W. M. MORTON SUR, A-62 PECAN GROVE FT. BEND CO., TEXAS

NO.	DATE		BY	CHK.	APPR.	MF.
0	7-23-80	ORIGINAL DRAWING	SD			

NO.	DATE	REVISION	BY	CHK.	APPR.	MF.

JOB NO.	VITAL RECORD NO.	SCALE	REV.	YEAR	SIZE	FIELD	FACILITY	CLASS	TYPE	SEQUENCE
	ETD 134.7		0	1980	A	688	321		G	02

COLLATE SEQUENCE

11

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 3rd day of November, 1980, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Notice of Proposed Cable, Conduit and/or Pole Line activity in Fort Bend County, dated August 14, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 1980, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kucherk
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.
Pearl Elliott
CLERK OF COMMISSIONERS COURT

By _____
Deputy

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

---

12 RE: CONSIDER FOR APPROVAL BILLS FROM PAUL ROSEN, ATTORNEY-AT-LAW FOR EXPENSES INCURRED IN REPRESENTING THE COUNTY:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, Commissioner Johnnie Pustka abstained, and duly passed, the court approved the payment of bills from Paul Rosen, Attorney-at-Law for expenses incurred for representing the District Clerk and Sheriffs department in Federal Court, in the amount of $3,735.00 to be paid out of the Emergency Fund.

---

13 RE: CONSIDER ADVANCE OF FUNDS TO CENTRAL APPRAISAL DISTRICT:

on Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized the advancement of the Countys' Portion, to the Central Appraisal District in the amount of $25,000.00, part of 1981 payment. Paid out Revenue Sharing E.P. 11 Capital Outlay.

Subject to a letter of conformation in that amount, from the Central Appraisal District to Fort Bend County.

13

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14 RE: APPROVE BILLS:

All accounts in minutes of Accounts in Payroll Journal and Warrant Register, in the County Auditors' office, as approved by the Commissioners' Court in person in November (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 12:00 o'clock Noon.

Jodie Stavinoha
COUNTY JUDGE

ATTEST:
Pearl Ellett
COUNTY CLERK

REGULAR SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 10th day of November, 1980, 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 Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the minutes of Special Session of November 3, 1980, as corrected.

---

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no changes in Depository Pledge Contracts.

---

3 RE: CONSIDER BIDS OPENED AT PREVIOUS MEETINGS:

No bids to be considered at this meeting.

---

4 RE: HEARING ON DISCONTINUANCE AND ABANDONMENT OF A PORTION OF COUNTY ROADS AS FOLLOWS: BLAIR ROAD BETWEEN OIL FIELD & BULLER ROAD IN PRECINCT 4 AND BULLER ROAD BETWEEN HIGHWAY 6 AND BLAIR ROAD:

Postponed action until next court meeting.

---

5 RE: APPROVE PLAT FOR SUGAR WOOD SECTION II IN PRECINCT 4:

Postponed action until next court meeting.

---

6 RE: APPROVE REQUEST FOR TRANSFER OF LINE ITEMS IN 1980 BUDGET:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved requests for transfer of line items in 1980 budgets for the following:

1. Road and Bridge Precinct #1
2. County Court at Law
3. Fort Bend County Precinct 4, 30¢ Ad Valorem and Road and Bridge Precinct 4
4. Branch Office - Utilities
5. Precinct 2, 30¢ Ad Valorem

13

6.

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 10th day of November, 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner Ed E. Helwig and duly carried by the following vote:

13

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Road & Bridge DEPT.	FROM	TO	INCREASE (DECREASE)
Pct #1 Road & Bridge; Workman's Comp.	$20,000.00	$24,514.90	+ $ 4,514.90
Pct #1 Road & Bridge; Lumber & Hardware	$17,606.35	$13,091.45	- $ 4,514.90
Pct #1 Road & Bridge; Physicals	$ 300.00	$ 340.00	+ $ 40.00
Pct #1 Road & Bridge; Office Supplies	$ 2,500.00	$ 2,460.00	- $ 40.00

Date: November 10, 1980

Requested by: J. Pustka
Johnnie Pustka, Commissioner, Pct #1

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W.Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

6

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 10 day of Nov. , 1980, at a Sp Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner Ed H. Helwig and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

DEPT.	FROM	TO	INCREAS (DECREAS
County Ct At Law			
Court Reporter	6500.00	6,000.00	-500.0
Atty Ad Litem	6,000.00	6,500.00	+500.0

DATE: 11-10-80

DEPT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: [signature]
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct.

Ed. Helwig, Comm. Pct. 4

13

6

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 10 day of Nov., 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner Ed H. Helwig and duly carried by the following vote:

AYES: 4

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

Fort Bend County Pct. 4 DEPT.	FROM	TO	INCREASE (DECREASE)
Tresspassing 30¢	5,000	8,000	3,000
Right-of-Way 30¢	10,000	7,000	(3,000)
Wages R&B	381,286.90	366,824.10	(15,000)
Repairs and Parts/Shop Supplies R&B	20,000.00	25,000.00	5,000
Road Material R&B	50,825.92	60,825.92	10,000

NET CHANGE IN BUDGE -0-

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

4

6

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 10 day of Nov., 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner Ed. H. Helwig and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

	FROM	TO	INCREAS (DECREAS
Branch Office DEPT.			
Unclassified	500.00	- 0 -	(500.00)
Utilities	2,000.00	2500.00	500.00

Net change in budget - 0 -

DATE: 11-7-80

DEPT HEAD: Betty J. Hanzelka
Dan Pc

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct.

Ed. Helwig, Comm. Pct. 4

6

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 10 day of Nov., 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner Ed. H. Helwig and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

.30¢ Pct. 2 DEPT.	FROM	TO	INCREAS (DECREAS
Lumber & Hdwr.	100,000.00	80,000.00	(20,000)
Road Material	226,500.00	246,500.00	20,000
Gas and Oil	10,000.00	6,810.02	(3,189.98
Unclassified	1,200.00	4,389.98	3,189.98

DATE: November 6, 1980.

DEPT HEAD: W. Lee Schmidt

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct.

Ed. Helwig, Comm. Pct. 4

7 RE: HEARING ON THE CLOSING OF A PORTION OF OLD COUNTY ROAD THROUGH JAMES N. BURGIN LAND IN JOHN RANDON LEAGUE IN PRECINCT 4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia and duly passed, the court authorized the closing of portion of old county road through James N. Burgin land in the John Randon League in Precinct 4, as set forth in the description in the Petition, Notice and Order as follows:

COMMISSIONER'S COURT OF FORT BEND COUNTY, TEXAS

PETITION

WHEREAS, the portion of OLD COUNTY ROAD described hereinbelow has been abandoned for public road purposes for many years; and
WHEREAS, said portion of OLD COUNTY ROAD hereinbelow described provides no benefit to the public; and
WHEREAS, the public interest would be better served in making this change by closing and discontinuing said portion of OLD COUNTY ROAD and abandoning the use of same for public road purposes;
NOW THEREFORE I, the undersigned, being the owner of the tract of land in which the hereinbelow described portion of OLD COUNTY ROAD is located, respectively request the COMMISSIONER'S COURT OF FORT BEND COUNTY, TEXAS, to grant an order discontinuing said portion of OLD COUNTY ROAD hereinbelow described as a public road and abandoning its use for public road purposes, said portion of OLD COUNTY ROAD being more particularly described as follows, to-wit;

Being 0.71 acres of land, more or less, same being out of James N. Burgin, Trustee, 36.5 acre tract in the Jno. Randon League, A-76, Fort Bend County, Texas. Said 0.71 acres of land, more or less, being a strip of land 60' in width extending 30' on either side of center line, said center line being more particularly described by metes and bounds as follows:
BEGINNING at the point of intersection of said center line with the west line of said James N. Burgin, Trustee, 36.5 acre tract, said west line being also the center line of Pool Hill Road. Said point being north 2150' from the northwest corner of the Nelson George 20.0 acre tract, said point being south 750' from the southwest corner of the Erwin Hill, Jr., 24.19 acre tract;
THENCE north 57° 15' east 200' to a point;
THENCE north 88° 15' east 315' to the west bank of Fulshear Creek for the eastern most part of this 0.71 acre tract.

Dated this 10th day of OCTOBER, 1980.

7

7

NOTICE

Notice is hereby given by the undersigned that he intends to make application to the COMMISSIONER'S COURT OF FORT BEND COUNTY, TEXAS on or after the 10th day of November, 1980, being at least twenty (20) days after the date of posting this notice, for an order discontinuing the below described portion of OLD COUNTY ROAD in Fort Bend County, Texas, as a public road and abandoning its use for public road purposes said portion of OLD COUNTY ROAD being more particularly described as follows:

Being 0.71 acres of land, more or less, same being out of James N. Burgin, Trustee, 36.5 acre tract in the Jno. Randon League, A-76, Fort Bend County, Texas. Said 0.71 acres of land, more or less, being a strip of land 60' in width extending 30' on either side of a center line, said center line being more particularly described by metes and bounds as follows:
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THENCE north 57° 15' east 200' to a point;
THENCE north 88° 15' east 315' to the west bank of Fulshear Creek for the eastern most part of this 0.71 acre tract.

13

Dated this 10th day of October, 1980.

Came to hand, the 11th day of October, 1980, and executed by posting a properly executed true copy hereof at the courthouse door of Fort Bend County, Texas, and at Market and Fulshear Post Office, which are two other public places in the vicinty of the route of said road on the 17th day of October, 1980.

8

7

PUBLISHER'S AFFIDAVIT

THE STATE OF TEXAS,
County of Fort Bend.

On this 7 day of November A. D. 1980, personally appeared before the undersigned, a Notary Public 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 the advertisement, a true copy of which is hereto annexed, was published in said newspaper in Three issues thereof on the following dates October 15, 22, & 29 A. D. 19 80.

John Black

Subscribed and sworn to before me, this the 7 day of November A. D. 19 80.

Carol Tydlacka

Notary Public in and for Fort Bend County, Texas

13

NOTICE

Notice is hereby given by the undersigned that he intends to make application to the COMMISSIONER'S COURT OF FORT BEND COUNTY, TEXAS on or after the 10th day of November, 1980, being at least twenty (20) days after the date of posting this notice, for an order discontinuing the below described portion of OLD COUNTY ROAD in Fort Bend County, Texas, as a public road and abandoning its use for public road purposes said portion of OLD COUNTY ROAD being more particulary described as follows:

Being 0.71 acres of land, more or less, same being out of James N. Burgin, Trustee, 36.5 acre tract in the Jno. Randon League, A-76, Fort Bend County, Texas. Said 0.71 acres of land, more or less, being a strip of land 60' in width extending 30' on either side of a center line, said center line being more particularly described by metes and bounds as follows:

BEGINNING at the point of intersection of said center line with the west line of said James N. Burgin, Trustee, 36.5 acre tract, said west line being also the center line of Pool Hill Road. Said point being north 2150' from the northwest corner of the Nelson George 20.0 acre tract, said point being south 750' from the southwest corner of the Erwin Hill, Jr., 24.19 acre tract;

THENCE north 57 degrees 15' east 200' to a point;

THENCE north 88 degrees 15' east 315' to the west bank of Fulshear Creek for the eastern most part of this 0.71 acre tract.

Dated this 10th day of October, 1980.

James N. Burgin

James N. Burgin, Trustee

NOTICE

Notice is hereby given by the undersigned that he intends to make application to the COMMISSIONER'S COURT OF FORT BEND COUNTY, TEXAS on or after the 10th day of November, 1980, being at least twenty (20) days after the date of posting this notice, for an order discontinuing the below described portion of OLD COUNTY ROAD in Fort Bend County, Texas, as a public road and abandoning its use for public road purposes said portion of OLD COUNTY ROAD being more particulary described as follows:

Being 0.71 acres of land, more or less, same being out of James N. Burgin, Trustee, 36.5 acre tract in the Jno. Randon League, A-76, Fort Bend County, Texas. Said 0.71 acres of land, more or less, being a strip of land 60' in width extending 30' on either side of a center line, said center line being more particularly described by metes and bounds as follows:

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THENCE north 57 degrees 15' east 200' to a point;

THENCE north 88 degrees 15' east 315' to the west bank of Fulshear Creek for the eastern most part of this 0.71 acre tract.

Dated this 10th day of October, 1980.

James N. Burgin

James N. Burgin, Trustee

NOTICE

Notice is hereby given by the undersigned that he intends to make application to the COMMISSIONER'S COURT OF FORT BEND COUNTY, TEXAS on or after the 10th day of November, 1980, being at least twenty (20) days after the date of posting this notice, for an order discontinuing the below described portion of OLD COUNTY ROAD in Fort Bend County, Texas, as a public road and abandoning its use for public road purposes said portion of OLD COUNTY ROAD being more particulary described as follows:

Being 0.71 acres of land, more or less, same being out of James N. Burgin, Trustee, 36.5 acre tract in the Jno. Randon League, A-76, Fort Bend County, Texas. Said 0.71 acres of land, more or less, being a strip of land 60' in width extending 30' on either side of a center line, said center line being more particularly described by metes and bounds as follows:

BEGINNING at the point of intersection of said center line with the west line of said James N. Burgin, Trustee, 36.5 acre tract, said west line being also the center line of Pool Hill Road. Said point being north 2150' from the northwest corner of the Nelson George 20.0 acre tract, said point being south 750' from the southwest corner of the Erwin Hill, Jr., 24.19 acre tract;

THENCE north 57 degrees 15' east 200' to a point;

THENCE north 88 degrees 15' east 315' to the west bank of Fulshear Creek for the eastern most part of this 0.71 acre tract.

Dated this 10th day of October, 1980.

James N. Burgin

James N. Burgin, Trustee

500 35978

DEED
VOL 929 PAGE 709

ORDER OF COMMISSIONER'S COURT DISCONTINUING PORTION OF OLD COUNTY ROAD THROUGH JAMES N. BURGIN LAND IN THE JOHN RANDON LEAGUE, ABSTRACT 76, FORT BEND COUNTY, TEXAS AND ABANDONING THE USE OF SAID PORTION FOR PUBLIC ROAD PURPOSES

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

This, the 10 day of November, 1980, in regular order and at a regular meeting of the Commissioner's Court of Fort Bend County, Texas, came on to be heard and considered the matter of discontinuing the portion of Old County Road hereinbelow described in Fort Bend County, Texas, as a public road and abandoning its use for public purposes, and

It appears to the Court, and the Court so affirmatively finds, by unanimous affirmative vote of all elected Commissioners that said petition presented to this Court on November 10, 1980, requesting such action was signed by the owner of the land in which such road is desired to be discontinued, that said applicant has given at least twenty (20) days notice by written advertisement of their intended application posted up at the Courthouse door of Fort Bend County, Texas, and at two (2) other public places in the vicinity of the route of said road, that the public interest will be better served in closing and discontinuing said road and by abandoning the use of same for public road purposes, that said request is proper and should be approved, it is, therefore, upon motion made by Commissioner Ed. H. Helwig and seconded by Commissioner Tony Jebbia and duly passed by unanimous affirmative vote of all elected Commissioners, ORDERED AND DECREED by said Commissioner's Court of Fort Bend County, Texas, that said Old County Road located in Fort Bend County, Texas, described as follows:

Being 0.71 acres of land, more or less, same being out of James N. Burgin, Trustee, 36.5 acre tract in the Jno. Randon League, A-76, Fort Bend County, Texas. Said 0.71 acres of land, more or less, being a strip of land 60' in width extending 30' on either side of a center line, said center line being more particularly described by metes and bounds as follows:

BEGINNING at the point of intersection of said center line with the west line of said James N. Burgin, Trustee, 36.5 acre tract, said west line being also the center line of Pool Hill Road. Said point being north 2150' from the northwest corner of the Nelson George 20.0 acre tract, said point being south 750' from the southwest corner of the Erwin Hill, Jr., 24.19 acre tract;

THENCE north 57° 15' east 200' to a point;
THENCE north 88° 15' east 315' to the west bank of Fulshear Creek for the eastern most part of this 0.71 acre tract.

Is hereby discontinued as a public road and its use for public road purposes is hereby abandoned.

IN WITNESS WHEREOF, said Commissioner's Court of Fort Bend County, Texas has caused this order to be entered on its minutes and to be hereby executed by Jodie Stavinoha, County Judge of Fort Bend County, Texas, this 10 day of NOvember, 1980.

COMMISSIONER'S COURT OF
FORT BEND COUNTY, TEXAS

by: Jodie E. Stavinoha
Jodie Stavinoha
County Judge

---

8 RE: APPROVAL OF BILL IN THE AMOUNT OF $1800.00 FROM HENRY STEINKAMP, JR. INC. CONSULTING ENGINEER, FRO SERVICES RENDERED IN UPDATING THE EXISTING COUNTY ROAD MAP:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig and duly passed, the court authorized the payment of $1,800.00 to Henry Steinksmp, Jr. Inc. for services rendered in updating the existing County Road Map. Bill as follows:

STATEMENT

Fort Bend County
c/o Judge Jodie Stavinoha
Richmond, Texas 77469

Update the existing County Road Map as per August 4, 1976 proposal.

Enlarged film positive	$ 125.00
Drafting - Aug. 1976 thru Jan. 22, 1980 75 hours @ $20.00/hour	$1,500.00
Meetings with Commissioners Helwig, Pustka and Drainage District 7 hours @ $25.00/hour	$ 175.00
TOTAL TO DATE.....	$1,800.00

Thank You

Per CC
11/10/80
J. Stavinoha

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RE: APPROVE APPLICATION #9 FOR PAYMENT IN THE AMOUNT OF $148,581.00 FOR MEYERSON CONSTRUCTION COMPANY FOR THE COURTHOUSE RENOVATION PROJECT:

On Motion of Commissioner Ed. H.Helwig, seconded y Commissioner W. Lee Schmidt, and duly passed, the court approved the payment of $148,581.00 to Meyerson Construction Company for the Courthouse renovation project. Bill as follows:

13

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 4 PAGES

TO (Owner): Ft Bend County

PROJECT: Ft Bend County Court House .

APPLICATION NO: 9

PERIOD FROM: 10-1-80
TO: 10-31-80

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

ATTENTION:

CONTRACT FOR: Alterations and Additions

ARCHITECT'S PROJECT NO:

CONTRACT DATE: February 11, 1980

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner TOTAL		ADDITIONS 40910.85	DEDUCTIONS . 0.
Approved this Month			
Number	Date Approved		
TOTALS		40910.85	0.
Net change by Change Orders			+40910.85

The undersigned Contractor certifies that to the best of his knowledge, information 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 issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Meyerson Construction Co.

By: [signature] Date: 11/4/80

Application is made for Payment, as shown below, in connection with the Contract. **Continuation Sheet, AIA Document G703,** is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM	$ 1,811,000.00
Net change by Change Orders	$ 40,910.85
CONTRACT SUM TO DATE	$ 1,851,910.85
TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ 1,333,600.86
RETAINAGE 10 % or total in Column I on G703	$ 133,360.09
TOTAL EARNED LESS RETAINAGE	$ 1,200,240.77
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$ 1,051,659.77
CURRENT PAYMENT DUE	$ 148,581.00

State of: Texas County of: Harris
Subscribed and sworn to before me this 4th day of Nov., 19 80
Notary Public: Roberta M. Gill
My Commission expires: 5-31-81

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

11/10/80

AMOUNT CERTIFIED $ 148,581.00

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: Richard Harper Date: 6 Nov 1980

This 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.

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CONTINUATION SHEET *AIA DOCUMENT G703* PAGE 2 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 9
APPLICATION DATE: Nov. 4, 1980
PERIOD FROM: 10-1-80
TO: 10-31-80
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: Previous Applications	This Application: Work in Place	This Application: Stored Materials (not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C−G)	RETAINAGE
1.	Bond,Bldrs.Risk,Permit	28700.	24200.	480.		24680.	86	4020.	
2.	Clean Up,Clean Glass	5900.	0.	590.		590.	10	5310.	
3.	Scaffold	27450.	24700.	550.		25250.	92	2200.	
4.	Demolition	64100.	62818.	0.		62818.	98	1282.	
5.	Excavation	1925.	1925.	0.		1925.	100	0.	
6.	Fill	800.	400.	0.		400.	50	400.	
7.	Grade Around Building	475.	0.	0.		0.		475.	
8.	Sodding	700.	0.	0.		0.		700.	
9.	Formwork	13000.	10400.	0.		10400.	80	2600.	
10.	Steel	80025.	76025.	1600.		77625.	97	2400.	
11.	Foundation Concrete	1700.	1530.	0.		1530.	90	170.	
12.	1st Floor Concrete	750.	375.	0.		375.	50	375.	
13.	2nd Floor Concrete	225.	125.	100.		225.	100	0.	
14.	3rd Floor Concrete	975.	880.	95.		975.	100	0.	
15.	Walk Concrete	350.	0.	0.		0.		350.	
16.	Fine Grading	230.	0.	0.		0.		230.	
17.	Cement Finish	3700.	2035.	1115.		3150.	85	550.	
18.	Clean Masonry, Metal	42550.	42550.	0.		42550.	100	0.	
19.	Water Repellent	4000.	3122.	0.		3122.	78	878.	
20.	Masonry	19250.	18288.	0.		18288.	95	962.	
21.	Marble	4725.	0.	0.		0.		4725.	
22.	Lumber	15700.	14915.	0.		14915.	95	785.	
23.	Millwork	206400.	58200.	45000.		103200.	50	103200.	
24.	Waterprf.,Dampprf.,Clk.	39700.	9925.	25805.		35730.	90	3970.	
25.	Insulation	6750.	1900.	4500.		6400.	95	350.	
26.	Skylight	1300.	1300.	0.		1300.	100	0.	
27.	Roof Hatch	375.	375.	0.		375.	100	0.	
28.	Roofing,Sh. Metal	89700.	80730.	0.		80730.	90	8970.	
29.	Hollow Metal Material	675.	675.	0.		675.	100	0.	

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ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C−G)	RETAINAGE
			Previous Applications	This Application					
				Work in Place	Stored Materials (not in D or E)				
30.	Hardware Material	12300.	12300.	0.		12300.	100	0.	
31.	Glass, Mirrors	42700.	2562.	1708.		4270.	10	38430.	
32.	Wthrstrp.,Threshhold	9750.	0.	0.		0.		9750.	
33.	Drywall	42050.	37425.	0.		37425.	89	4625.	
34.	Cer. Tile, Terrazzo	66100.	10650.	45525.		56175.	85	9925.	
35.	Acoustic Tile	17600.	13650.	0.		13650.	77	3950.	
36.	Resilient Floor,Carpet	22850.	0.	450.		450.	2	22400.	
37.	Lathing, Plastering	64850.	58365.	0.		58365.	90	6485.	
38.	Wood Flooring	12300.	4075.	0.		4075.	33	8225.	
39.	Metal Ceiling	3725.	1937.	1413.		3350.	90	375.	
40.	Painting, Wall Cover	120750.	60375.	0.		60375.	59	60375.	
41.	Toilet Room Accessories	3075.	2060.	715.		2775.	90	300.	
42.	Fire Extin. Cabinets	275.	0.	0.		0.		275.	
43.	Disappearing Stair	1675.	1675.	0.		1675.	100	0.	
44.	Safety Treads	550.	440.	0.		440.	80	110.	
45.	Refrigerator	675.	0.	0.		0.		675.	
46.	OSLouvers	500.	450.	0.		450.	90	50.	
47.	Detention Equipment	10700.	10700.	0.		10700.	100	0.	
48.	Elevator	32325.	0.	0.		0.		32325.	
49.	Plumbing	106350.	90398.	0.		90398.	85	15952.	
50.	HVAC	236300.	210300.	16550.		226850.	96	9450.	
51.	Sprinkler System	17700.	17500.	0.		17500.	99	200.	
52.	Blinds	30000.	0.	0.		0.		30000.	
53.	Alt. No. 5 Allowance	25000.	0.	0.		0.		25000.	
54.	Alt. No. 6 Allowance	27000.	6300.	0.		6300.	2	20700.	
55.	Repoint Brick Allowance	10000.	8600.	0.		8600.	86	1400.	
56.	Repair Statue Allowance	2500.	2080.	0.		2080.	80	420.	
57.	Repair,Patch Tile Allow.	6000.	0.	0.		0.		6000.	
58.	Security Alarm Allowance	3000.	0.	0.		0.		3000.	

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CONTINUATION SHEET *AIA DOCUMENT G703* PAGE 4 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: Previous Applications	WORK COMPLETED: This Application: Work in Place	WORK COMPLETED: This Application: Stored Materials (not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C−G)	RETAINAGE
59/	Patch Water Dam. Plast.	5000.	0	0/		0.		5000.	
60.	Repair Clock Allowance	2000.	2000	0.		2000.	100	0.	
61.	Graphics Allowance	6000.	0	0.		0.		6000.	
62.	Pigeon Control Allow.	1000.	1000	0.		1000.	100	0.	
63.	GlazedBrickMatl.Allow.	3000.	0	0.		0.		3000.	
64.	Repair Copper Allow.	5000.	1584.01	0.		1584.01	32	3415.99	
65.	Electrical	198270.	134824.	17851.		152675.	77	45595.	
	Change Order No. 1	8312.85	8312.85	0.		8312.85	100	0.	
	Change Order No. 2	10018.	9517.	501.		10018.	100	0.	
	Change Order No. 3	542.	0.	542.		542.	100	0.	
	Change Order No. 4	1491.	1491.	0.		1491.	100	0.	
	Change Order No. 5	20547.	20547.	0.		20547.	100	0.	
		1851910.85	1168510.86	165090.		1333600.86		518309.99	

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RE: APPROVAL OF JOINT USE AGREEMENT WITH CITY OF MISSOURI CITY FOR WEST SIDE OF W-K-M EASEMENT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the Joint Use Agreement with the City of Missouri City for West side ot W-K-M Easement. Joint Use agreement as follows:

15

10

JOINT USE AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

WHEREAS, the City of Missouri City, Texas, hereinafter called City, proposes to make certain roadway improvements on Craven Road at its intersection with U.S. Highway 90A as indicated on Exhibit A attached hereto.

WHEREAS, the Fort Bend County Drainage District, hereinafter called District, proposes to retain, locate or relocate certain of its facilities and retain title to any property rights it may have on, along or across, and within or over that portion of the Craven Road right of way described in Exhibit B attached hereto, except as hereafter provided.

13

NOW, THEREFORE, it is hereby mutually agreed that joint usage for both roadway and drainage purposes will be made of that portion of Craven Road right of way described in Exhibit B which the District has any property right to by virture of a thirty foot drainage easement recorded in Volume 483, page 568 of the Deed Records of Fort Bend County, Texas. Where District by reason of ownership of an easement or fee title or otherwise under law has the right to alter, modify or add to facilities presently located within the area above described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the District agrees to notify the City prior thereto, to furnish necessary sketches showing location, type of construction, and methods to be used for protection of traffic, and if, in the opinion of the City, such alteration, modification, or new construction will injure the roadway or endanger the traveling public using said roadway. Provided further, that such regulations shall not require the placement of any facilities outside the area of joint usage above described.

16

10

In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the District for any future relocation or adjustment of utility facilities required by roadway construction shall be in accordance with and to the extent possible under applicable laws of the City and the State of Texas. Except as expressly provided herein, (1) The District's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) The District and the City, by the execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution, State or Federal.

In the event the District fails to comply with the requirements as set out herein, the City may take such action as it deems appropriate to compel compliance.

IN WITNESS HEREOF, the parties hereto have affixed their signatures.

City of Missouri City, Texas

by _____
Mayor

ATTEST:

_____
City Secretary

Date: October 23, 1980

Fort Bend County Drainage District

by _____
County Judge

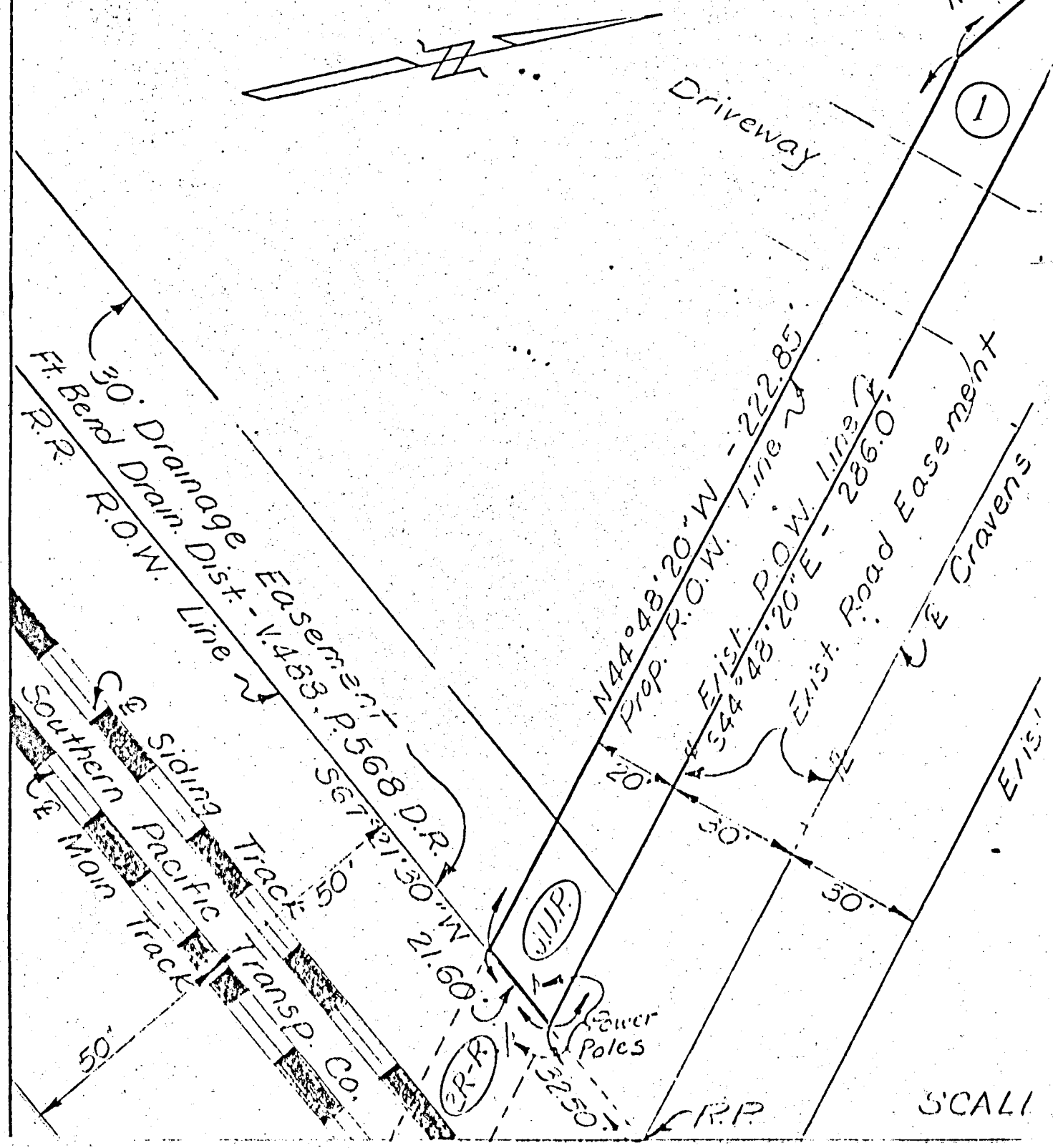
ATTEST:

_____
County Clerk

Date: 11/10/80

10

B.B.B. & C. R.R. Co. Survey
Abst. 116



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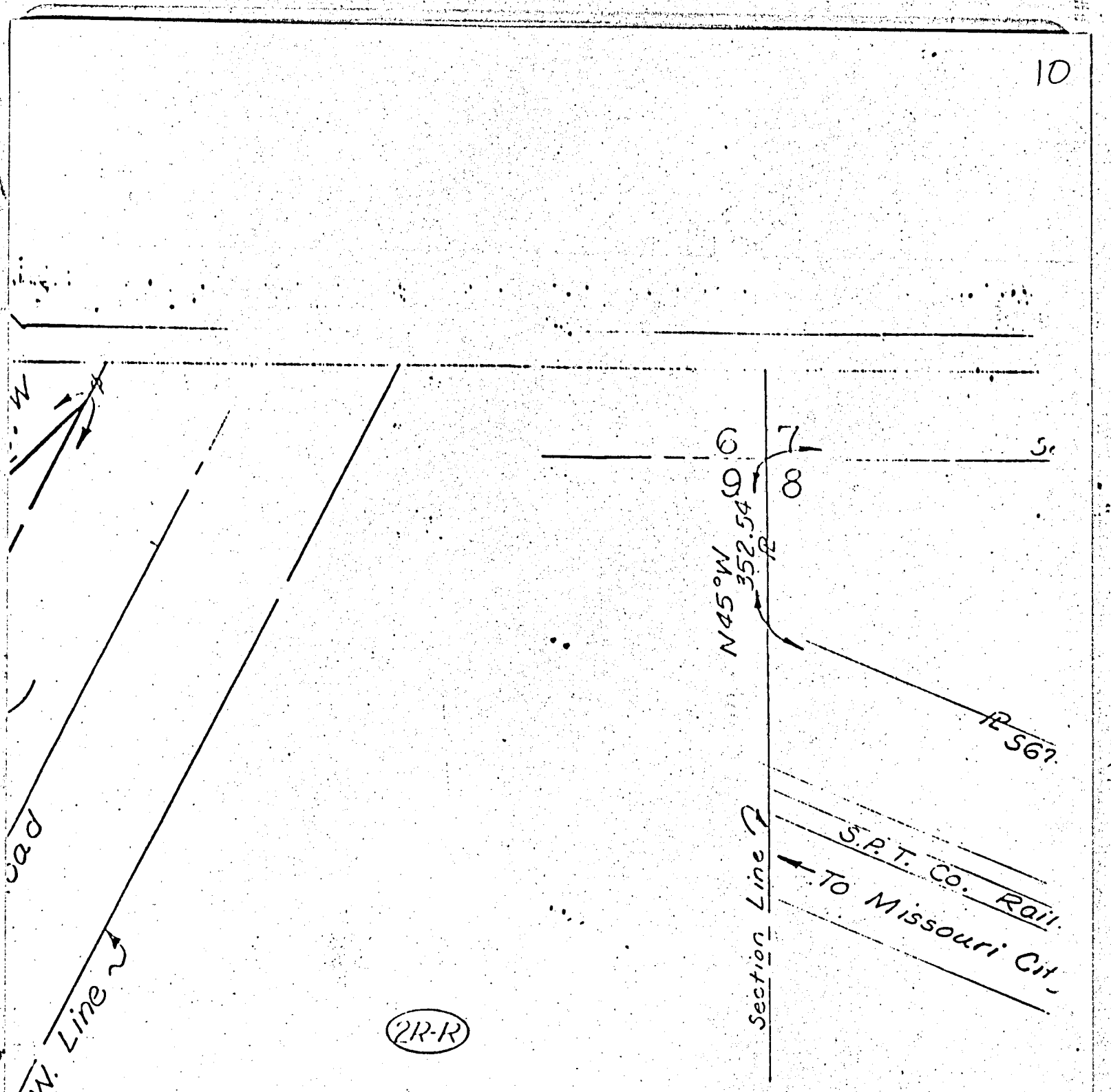
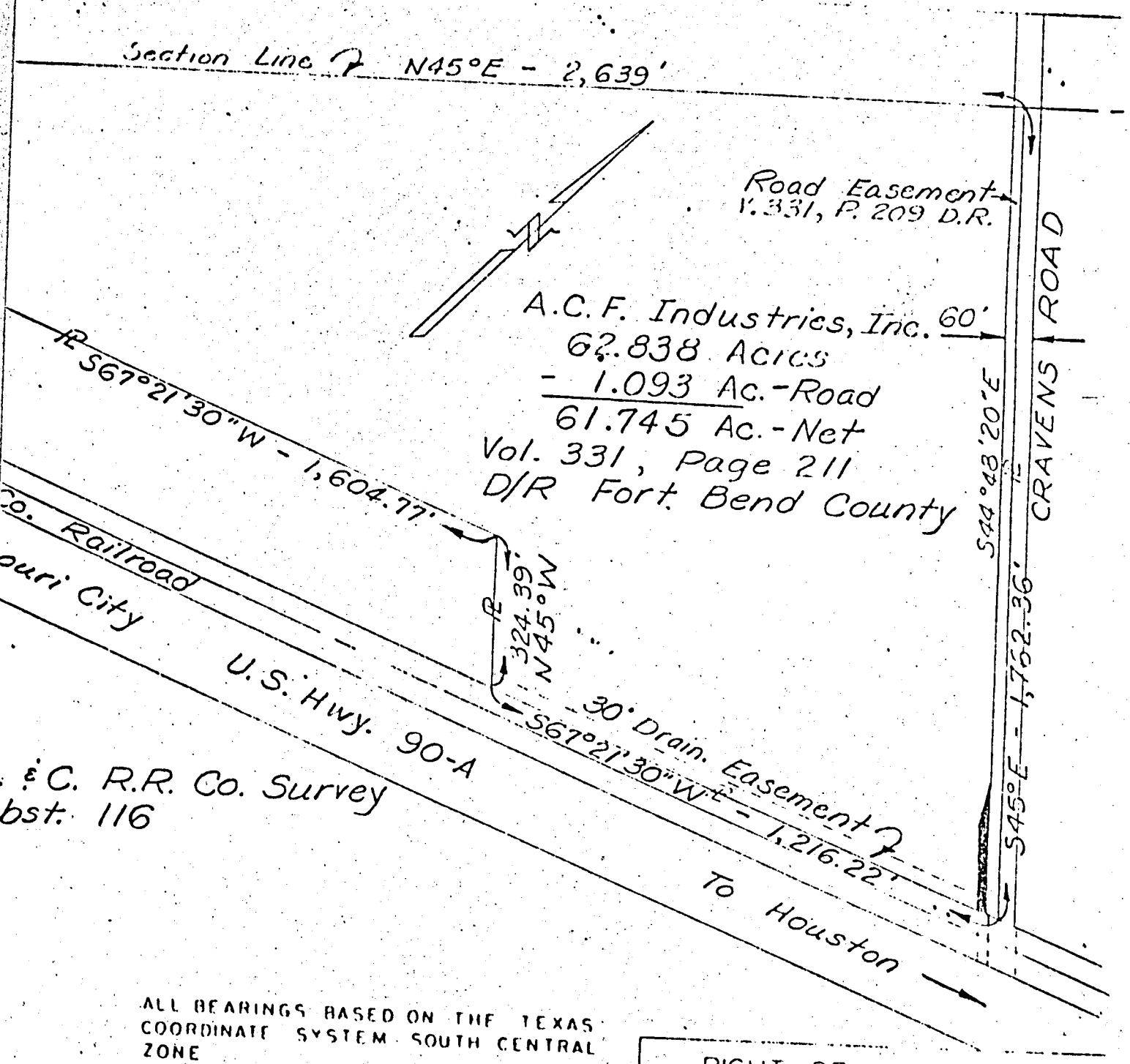

10
6
7
9
8
N45°W
352.54
S67
S.P.T. Co. Rail
To Missouri City
Section Line
R.O.W. Line
2R-R
Joint Use Agreement
Between Southern Pacific Transportation Co.
and the city of Missouri City
DATED :
B.B.B. & C. I
Abst. 1.
J.U.P.
Joint Use Agreement
Between Fort Bend County
Drainage District and the
city of Missouri City
DATED :
1" = 30'

10



ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE

EXISTING	TAKING	REMAINING
61.745 AC.	0.117 AC.	61.628 AC.

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
A.C.F. INUSTRIES, INC
U.S. 90-A CONT. 27-8-
MISSOURI CITY
FORT BEND COUNTY
OFFICE OF THE RES ENGR JULY, 198

EXHIBIT A PARCEL NO. (1)

SCALE 1" = 300'

DF-

10

Being 0.117 acre (5,089 sq. ft) of land, more or less, same being out of an original 62.838 acre tract of land in the B.B.B. & C.R.R. Co. Survey, Abstract No. 116, Fort Bend County, Texas, said 62.838 acre tract is same land as described in a Deed dated February 10, 1955 from Evie Joe Wilson, et vir to A.C.F. Industries, Inc. recorded in Volume 331, Page 211, Deed Records of Fort Bend County, Texas, said 0.117 acre (5,089 sq. ft.) of land, more or less, is more particularly described by metes and bounds as follows:

Commencing at a point which is in the east corner of said 62.838 acre tract, said point being in existing Cravens Road, said point also being in the northwest right of way line of the Southern Pacific Transportation Company's railroad;

Thence, South 67° 21' 30" West along the southeast line of said 62.838 acre tract and the northwest right of way line of said railroad, a distance of 32.50 feet to the point of beginning, said point being in the southwest right of way line of said Cravens Road;

(1) Thence, South 67° 21' 30" West continuing along the southeast line of said 62.838 acre tract and said northwest right of way line of said railroad, a distance of 21.60 feet to a point, said point being in the proposed southwest right of way line;

13

(2) Thence, North 44° 48' 20" West along said proposed southwest right of way line, a distance of 222.85 feet to a point;

(3) Thence, North 24° 49' 21" West, a distance of 58.52 feet to a point, said point being in the southwest right of way line of said existing Cravens Road;

(4) Thence, South 44° 48' 20" East along said existing southwest right of way line, a distance of 286.0 feet to the poing of beginning.

EXHIBIT B

11 RE: AMEND THE COUNTY WELFARE DEPARTMENT BUDGET FROM 1980 GENERAL FUND RECEIPTS FOR MATERNITY CARE:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to amend the budget of the County Welfare Department in the amount of $1,379.80 from receipts for maternity care, back into the County Welfare Budget, and also, declaring this a revolving account in the future. Financial report as follows:

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 10 day of Nov., 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner Ed. H. Helwig and duly carried by the following vote:

AYES: 4

NAYES:

The following amendment (s) to said budget are hereby authorized:

DEPT.	FROM	TO	(INCREASE) DECREASE
WELFARE			
MATERNITY SERVICES	$19,967.30	$21,347.10	$1,379.80
(SEE ATTACHED REIMBURSEMENTS LIST)			

THE COUNTY OF FORT BEND

BY: Jodie E. Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

11

MONTHLY FINANCIAL REPORT FOR THE MONTH OF OCTOBER 19 80

COUNTY WELFARE DEPARTMENT

DATE	NAME	RECT. #	REIMBURSEMENT OF SERVICES	CASH OR	TOTAL FOR MONTH
7-80	MARIA ALONSO	782	$ 20.00	CASH	$ 20.00
8-80	GUADALUPE CHARLES	787	30.00	CASH	30.00
20-80	MICHELL FACKLER	853	5.00	CASH	5.00
1-80	TERESA GONZALES	738	20.00	M/O	
20-80	" "	854	15.00	M/O	35.00
6-80	DIANNE HERNANDEZ	774	40.00	CASH	
16-80	" "	848	40.00	CASH	80.00
17-80	DEBRA KESSLER	850	926.30	CHECK	926.30
2-80	DORIS MORGAN	751	50.00	M/O	50.00
1-80	CHRISTINA PEREZ	737	88.50	M/O	
8-80	" "	784	95.00	M/O	183.50
22-80	MARIA REGALADO	867	25.00	CASH	25.00
7-80	ACIE MAE RHODER	780	25.00	CASH	25.00
			$1,379.80		$1,379.80

WELFARE DEPARTMENT

13

12

RE: APPROVAL OF BILL IN THE AMOUNT OF $149.50 FROM ASSOCIATED TESTING LABORATORIES, INC. FOR CONCRETE TESTING AND STEEL INSPECTION ON THE COURTHOUSE RENOVATION PROJECT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved a bill in the amount of $149.50 from Associate Testing Laboratories, Inc. for concrete testing & steel inspection on the Courthouse renovation project as follows:

Commissioner Pustka was absent;

12

ASSOCIATED TESTING LABORATORIES, INC.
7103 PEERLESS PHONE 748-3717
HOUSTON, TEXAS 77021

INVOICE NO.: 8007-251

DATE: 7-31-80

Meyerson Construction Company
P. O. Box 14025
Houston, Texas 77021

PROJECT: Ft. Bend County Court House

REPORT #	DESCRIPTION	UNIT PRICE	QUANTITY	AMOUNT
8007-327	Cylinders	$ 10.00 each	3 Test	$ 30.00
8007-330	Steel Inspection	20.00/hour	5.0 hours	100.00
	Mileage	0.30/mile	65 miles	19.50
			TOTAL	$ 149.50

J Stavinoha
c c
11/10/80

PAST DUE

13

RE: APPROVE APPLICATION FROM FORT BEND TELEPHONE COMPANY TO LAY CABLE ACROSS 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 proposed cable, conduit and/or pole line activity in Fort Bend County Road Right of Way in Precinct 2, as follows:

254

13

PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

O COUNTY OF FORT BEND

OMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

ormal notice is hereby given that Fort Bend Telephone Company roposes to lay, construct, maintain and/or repair a cable, conduit and/or pole ine, upon, along, across the right of way of a County road within, Fort Bend ounty, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Peterson Rd.	316 feet northeast of Zamanek Rd.	60 feet	X			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

13

Road Name	Distance & Direction From Nearest Intersection	To	Distance

GENERAL DESCRIPTION

Bore under Peterson Rd. 316 feet northeast of Zamanek Rd.

Cable to have minimum 2' cover when crossing ditches.

e location and description of the proposed installation and appurtenances is more lly shown on the attached plans and drawings. (Plans and drawings of Proposed stallation and appurtenances are required.)

e laying, construction, maintainence and/or repair of the proposed installation all be subject to "A Revised Order Regulating the Laying, Construction, Maintaince and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Along ads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of e Commissioners Court of Fort Bend County, Texas," as passed by Commissioners urt of Fort Bend County, Texas, dated the 14 day of January, 1980, corded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend unty, Texas, to the extent that such order is not inconsistent with Article 1436a rnon's Texas Civil Statutes.

NOTICE

tify building inspection section 48 urs in advance of construction. ceptionist 342-2863

Violation of this requirement shall nstitute grounds for job shutdown.

NSPECTION FEE: $25.00

COMPANY NAME: Fort Bend Telephone Company
AGENT and/or
OWNER (accessible 24 hrs/day, 7 days/week

Mike Smerek
Signature

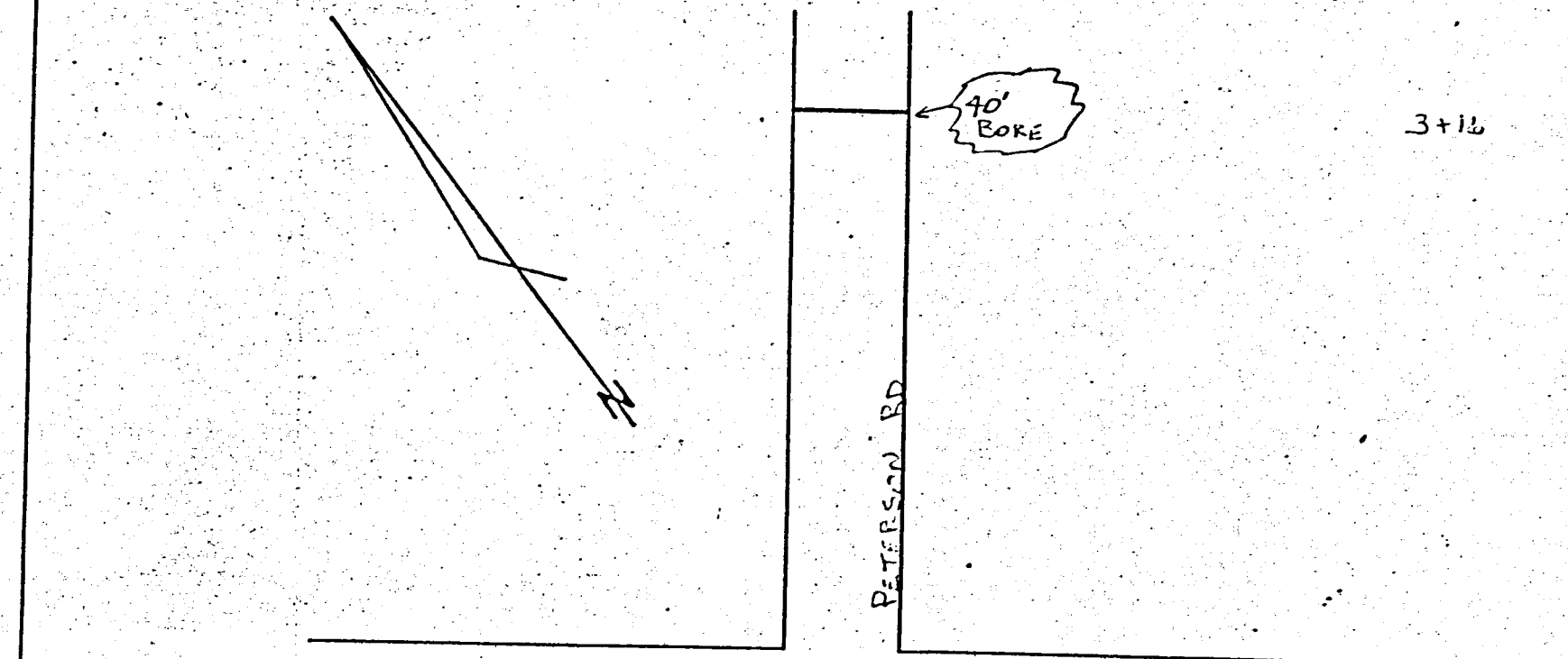
NAME & TITLE: Mike Smerek Engineer
Please Print

DATE: October 28, 1980

ADDRESS: P.O.Box 1127
Street/P.O. Box

Rosenberg, TX 77471
City State Zip

TELEPHONE NO: 342-4651
Business Home



TITLE: To Serve Subscribers on Peterson Rd.	FORT BEND TELEPHONE CO. P. O. BOX 1127 ROSENBERG, TEXAS 77471 ENGINEERING DEPARTMENT		EXCHANGE: Needville COUNTY: Fort Bend
DATE: 10-28-80	SCALE: None	DRAWN BY: [illegible]	W.O. NO.

13

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 10 day of November, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Proposed Cable, Conduit and/or Pole line activity in Fort Bend County, dated October 28, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony Jebbia, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Ruckes
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Carl Ellett
co clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

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14 RE: APPROVE APPLICATION FROM FORT BEND TELEPHONE COMPANY TO LAY PIPELINE ACROSS MORTON ROAD IN PRECINCT #4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, Commissioner Pustka was absent, and duly passed, the court approved the application for proposed cable, conduit and/or pole line activity in Fort Bend County Road Right of Way in Precinct #4, as follows:

(Recorded in the minutes in full)

14

ACTIVE OF PROPOSED CABLE, CONDUIT AND/OR POLE
LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

COUNTY OF FORT BEND

MMISSIONERS COURT

Precinct No. 4
Key Map Ref.
Notification No.

rmal notice is hereby given that HOUSTON PIPE LINE COMPANY
oposes to lay, construct, maintain and/or repair a cable, conduit and/or pole
ne, upon, along, across the right of way of a County road within, Fort Bend
unty, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

oad Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING
COUNTY ROADS WITHIN RIGHT OF WAY

oad Name	Distance & Direction From Nearest Intersection	To	Distance
Morton Road	1721.5' west of Harlem Road then west		1500'

GENERAL DESCRIPTION

location and description of the proposed installation and appurtenances is more
ly shown on the attached plans and drawings. (Plans and drawings of Proposed
tallation and appurtenances are required.)
laying, construction, maintainence and/or repair of the proposed installation
ll be subject to "A Revised Order Regulating the Laying, Construction, Maintain-
e and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Along
ds, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of
Commissioners Court of Fort Bend County, Texas," as passed by Commissioners
rt of Fort Bend County, Texas, dated the 14 day of January, 1980
orded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend
nty, Texas, to the extent that such order is not inconsistent with Article 1436
non's Texas Civil Statutes.

NOTICE

ify building inspection section 48
rs in advance of construction.
eptionist 342-2863

Violation of this requirement shall
stitute grounds for job shutdown.

SPECTION FEE: $25.00

COMPANY NAME: HOUSTON PIPE LINE COMPANY
AGENT and/or
OWNER (accessible 24 hrs/day, 7 days/week

Ted Williams
Signature

NAME & TITLE: Ted C. S. Williams, Right of Way Agent
Please Print

DATE: November 4, 1980
ADDRESS: P. O. Box 1188
Street/P.O. Box

Houston, Texas 77001
City State Zip

TELEPHONE NO: 654-6426 354-2365
Business Home

13

14

FORT BEND COUNTY,

LEONARD BURKNAPP
A-108

TEXAS INDUSTRIES, INC.

Exist. H.P.L. Co. 30" Line

N. 60°12'W.

S 29°48'W.

P.I. 0+10 Δ Rt. 90°00'

P.I. 1+04.9 Δ Lt. 30°13'

P.I. 1+85 Δ Lt. 89°27'

COUNTY RD. R/W

Prop. H.P.L. Co. 6" Line

SEE

10'

℄

R/W

R/W

10'

27'

19'

℄ Horiz

SEE DETAIL NO. 1

S.89°35'W.

℄ Rd. Ditch

Amoco 20" Pipeline

S.00°08'W.

8'

I. & G.N. 13
A-36

SEE TYPICA
SECTION FO
AT STA. 8

P.I. 87+98.6 Δ Lt. 0°18'

TEXAS INDUSTRI

R/W

℄ Farm Rd.

℄ Farm Rd.

℄ Shell Dr.

Rancho 20" Pipeline

Mobile 12" Pipeline

R/W

℄

MATCH LINE 62+00

Juction Box

S.00°15'W.

Juc. Box

R/W

I. & G.N.R.R.
A-367

℄ Ditch

Underground Tel. Cable

℄ Rock Rd. To Houston Lighting & Power

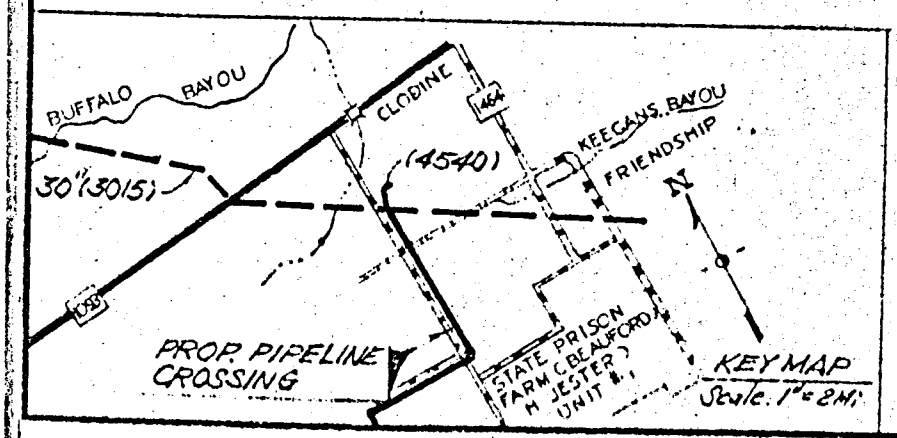
R/W

Prop. H.P.L. Co. 6" Line

50'

℄ Morton Rd.
(County Rd.)

FOR DETAILS SEE
DWG. HB-1379-11-H



PIPE SPECIFICATIONS

Carrier Pipe:

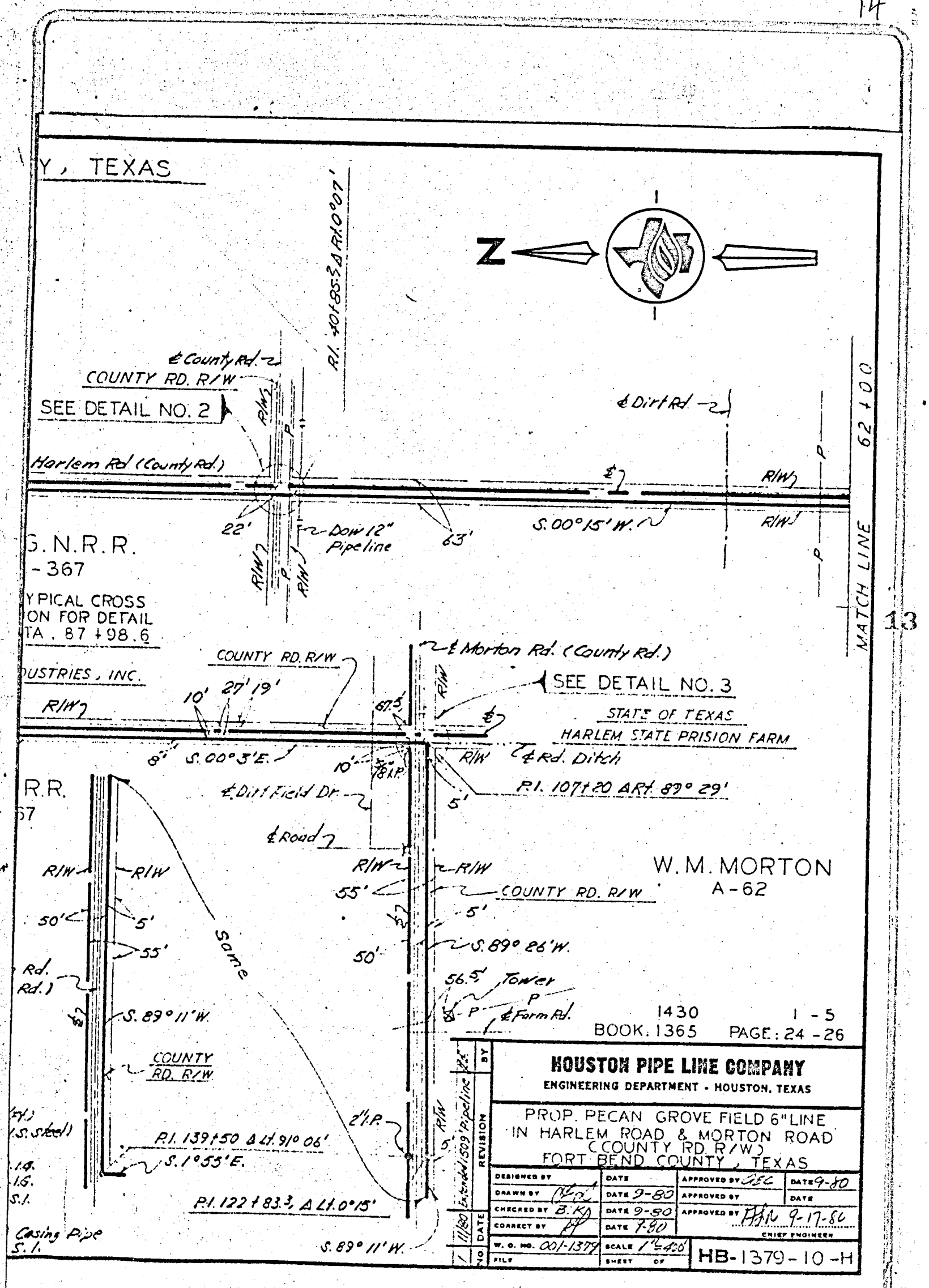
6.625" O.D. x .188" W.T. (18.89 #/Ft.)
A.P.I. 5LX Gr. X-42 E.R.W. Pipe (U.S. Steel

Test Pressure: 1800 P.S.I.G.
Max Operating Press.: 1000 P.S.I.G.
Min. Yield Strength: 42,000 P.S.I.

Casing Pipe:

12.750" O.D. x .250" W.T. (33.38 #/Ft.) Casing
Min. Yield Strength: 35000 P.S.I.

14


Y, TEXAS
Z
P.I. 40+85.3 Δ Rt. 0°07'
℄ County Rd.
COUNTY RD. R/W
SEE DETAIL NO. 2
℄ Dirt Rd.
Harlem Rd (County Rd.)
R/W
P
22'
Dow 12" Pipeline
63'
S. 00°15' W.
62+00
MATCH LINE
G.N.R.R.
-367
YPICAL CROSS
ON FOR DETAIL
TA. 87+98.6
℄ Morton Rd. (County Rd.)
SEE DETAIL NO. 3
STATE OF TEXAS
HARLEM STATE PRISION FARM
COUNTY RD. R/W
10' 27' 19'
67.5'
8'
S. 00°3' E.
10'
℄ Rd. Ditch
P.I. 107+20 Δ Rt. 89° 29'
5'
℄ Dirt Field Dr.
℄ Road
R.R.
67
W. M. MORTON
A-62
55'
COUNTY RD. R/W
50'
5'
55'
Same
S. 89° 26' W.
56.5'
Tower
℄ Farm Rd.
S. 89° 11' W.
COUNTY RD. R/W
P.I. 139+50 Δ Lt. 91° 06'
S. 1°55' E.
P.I. 122+83.3 Δ Lt. 0°15'
S. 89° 11' W.
Casing Pipe
S.I.
1430
BOOK: 1365
1 - 5
PAGE: 24 - 26
HOUSTON PIPE LINE COMPANY
ENGINEERING DEPARTMENT - HOUSTON, TEXAS
PROP. PECAN GROVE FIELD 6" LINE
IN HARLEM ROAD & MORTON ROAD
(COUNTY RD. R/W)
FORT BEND COUNTY, TEXAS
DESIGNED BY
DRAWN BY
CHECKED BY B.K.
CORRECT BY
W. O. NO. 001-1379
FILE
DATE 9-80
DATE 9-80
DATE 9-80
SCALE 1" = 400'
SHEET OF
APPROVED BY
APPROVED BY
APPROVED BY
DATE 9-80
DATE
9-17-80
CHIEF ENGINEER
HB-1379-10-H
NO. 1
DATE 11/80
REVISION
BY
Extended 1509' Pipeline

13

14

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 10th day of November, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of proposed cable, conduit and/or pole line activity in Fort Bend County, dated November 4, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Ed. H.Helwig, seconded by Commissioner Tony Jebbia, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kucherk
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
Co Clerk ~~Deputy~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

15 RE: APPROVAL OF CONTRACT FOR HOME ENERGY ASSISTANCE PROGRAM BETWEEN TEXAS DEPARTMENT OF HUMAN RESOURCES AND FORT BEND COUNTY:

On Motion of Commissioner Tony Jebbia, seconded by commissioner W. Lee Schmidt, and duly passed, the court approved the contract for Home Assistance Program between Texas Department of Human Resources and Fort Bend County as follows:

CONTRACT
FOR
HOME ENERGY ASSISTANCE PROGRAM
BETWEEN
TEXAS DEPARTMENT OF HUMAN RESOURCES
AND

CONTRACT # J004

I

PARTIES

The Texas Department of Human Resources, hereinafter called the Department, and FORT BEND COUNTY, hereinafter called the Contractor, hereby make and enter into this contract for the mutual consideration set forth herein.

13

II

CONTRACTOR PERFORMANCE

A. The Contractor agrees to administer heating benefits for a portion of the Home Energy Assistance Program, hereinafter called the Program, in accordance with the terms of this Contract, the State Plan, and the Federal regulations promulgated in 45 CFR Part 260 by the United States Department of Health and Human Services, and with the revisions thereto. Specifically, the Contractor agrees to administer the public information, eligibility determination, and referral functions of the Program, as prescribed by the Department, in accordance with 45 CFR Part 260, the State Plan, and the Home Energy Assistance Program Operational Handbook.

B. The Contractor shall provide services under this contract in the following geographic areas:

FORT BEND COUNTY

C. PUBLIC INFORMATION. The Contractor shall make efforts to inform individuals who are potentially eligible for services under this Contract of the benefits available under the terms of the Program and of the method and locations for application for those benefits. Highest priority shall be given to informing the elderly, the ill and bedridden, the handicapped, and young children. Secondary priority shall be given to those for whom access to assistance programs is made difficult by remote location of residence, frequent change of residence, limited English speaking proficiencies or communications handicaps, or general lack of knowledge about community service programs. Public information efforts should be designed to reach lowest income households, especially those which are most seriously threatened by the increased cost of energy for residential purposes.

25

D. REFERRAL. The Contractor agrees to refer Department-designated recipients to existing weatherization and energy conservation programs. The Contractor will collect and report data on the number of recipients who are referred to weatherization and energy conservation programs.

E. ELIGIBILITY DETERMINATION. The Contractor agrees to provide applicant households with application forms specified by the Department. The Contractor agrees to maintain a location within each county to accept applications. The Contractor shall assist in the completion of the application forms when applicants are unable to complete them without assistance. The Contractor agrees to accept applications from January 5, 1981 through February 28, 1981, five days per week, during normal working hours. The Contractor shall determine eligibility status of applicant households based on application data, income and personal identification documentation, and policies provided by the Department to the Contractor. The Contractor shall be responsible for determining payment level to eligible households based on application data, income documentation, and Department policy supplied to the Contractor by the Department. The Contractor shall notify applicants of eligibility status and payment level in writing within thirty days of receipt of a signed identifiable application. Written notification of denial must include specific reasons for denial of application. The Contractor agrees to transmit to the Department the products of the eligibility determinations on a Department-designated schedule. The Contractor shall provide informal administrative reviews for applicants requesting review of the Contractor's decision. Such administrative reviews must be held at a time and location accessible to the applicant within five days of receipt of the request for an administrative review. The Contractor agrees to refer all requests for appeal of the review decision to the Department on a timely basis but no later than April 1, 1981.

13

F. RECORDS AND REPORTS. The Contractor agrees to supply the Department with periodic reports as required by the Department. The Contractor agrees to maintain and retain records adequate to disclose the extent of the service provided under this Contract for a period of three years after final audit questions are resolved. The Contractor agrees to allow the Department and the United States Department of Health and Human Services reasonable access to such records for the purpose of auditing, copying, investigating, or evaluating such records.

III

FINANCIAL OBLIGATIONS

A. ADMINISTRATIVE PAYMENTS. The Department agrees to pay the Contractor the sum of $10.00 for each completed eligibility determination. The maximum per county the Department agrees to pay under this contract is

14,200

B. BENEFIT PAYMENTS. The Department shall be responsible for making benefit payments.

C. CONTRACTOR LIABILITY. The Contractor agrees to repay the Department for any overpayments to the recipient determined to have been made as a result of errors by the Contractor. The Contractor agrees to return to the Department any unearned administrative payments. The Contractor agrees to submit a voucher requesting administrative payments reflecting the number of data entry forms submitted. All claims for services must be billed within ninety days of the accrual of the claim, or the Department may at its sole option and discretion withhold payment for such claims otherwise due the Contractor hereunder.

D. PAYMENT RECONCILIATION. The Department may delay final payment(s) in order to reconcile payment vouchers with Department records.

15

IV

GENERAL PROVISIONS

A. CONFIDENTIALITY. The Contractor agrees not to release the identity of applicants for or recipients of benefits under this Contract except in accordance with applicable Federal and State laws (e.g., 45 CFR Part 205.50).

B. SUBCONTRACTS. The Contractor agrees that it shall not subcontract any portion of this Contract without the prior written approval of the Department.

C. CIVIL RIGHTS. The Contractor agrees not to discriminate against any employee or applicant for employment, or against any applicant for or recipient of service because of race, national origin, color, sex, age, handicap, religion, or political beliefs.

D. TERMINATION. The Department, by written notice, may terminate this Contract, in whole or in part, when it is in the best interest of the State. The Department shall be liable only for payment in accordance with the payment provisions of this Contract for services rendered prior to the effective date of termination. The Department, by written notice, may terminate this Contract immediately after receipt of evidence that the terms and conditions of this Contract have not been fully complied with. Any termination of this Contract shall be in accordance with Federal and Department regulations governing termination.

E. CHANGES. The Department may at any time, by a written order, make changes, within the general scope of this Contract. Failure to agree to any adjustment shall be a dispute which will be handled as defined in the dispute clause.

F. DISPUTE AND APPEALS. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Department, the decision reduced to writing and a copy furnished to the Contractor. The Contractor has a right to appeal the decision in accordance with TDHR Section 1700 of the Fair Hearings, Fraud, and Civil Rights Handbook.

G. NOT EMPLOYEES OF THE STATE. The parties hereto agree that the Contractor is an independent contractor and Contractor and its employees in the performance of the duties of this Contract, are not and shall not act as officers or employees of the State.

V

TERM OF AGREEMENT

The parties hereto, in their capacities as stated below, hereby sign this Contract to be effective December 15, 1980, to continue through May 30, 1981, subject to the availability of appropriated funds.

_____ Jodie E. Stavinski
County Judge

Vendor ID #_____

13

16 RE: DISCUSS CHRISTMAS HOLIDAY SCHEDULE:

Postponed action until next week court meeting, for further discussion.

Court recessed at 11:10 A. M. until 1:30 o'clock P.M. to Canvass Election returns.

Court recessed at 4:30 o'clock P.M.

Court re-convened on November 12, 1980 at 9:00 o'clock to continue Canvass of Election returns.

Court recessed at 5:00 o'clock P.M.

The Court reconvened at 11:30 o'clock A. M. on November 13, 1980 with the following present:

13

Jodie E. Stavinoha	County Judge
W. Lee Schmidt	Commissioner Precinct #2
Ed. H. Helwig	Commissioner Precinct #4

when the following was had and the following order was passed.

---

17 RE: CANVASS OF ELECTION RETURNS:

On Motion of Commissioner Ed. H. Helwig, seconded by County Judge Jodie E. Stavinoha, and duly passed, the court accepted the canvass of the votes of the November 4, 1980 Election as tabulated.

There being no further business the court adjourned at 11:35 o'clock A.M.

Jodie E. Stavinoha
COUNTY JUDGE

ATTEST:
Pearl Ellett
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 17th day of November, 1980, 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	Commissiner Precinct #3
Ed. H. Helwig	Commissiner Precinct #4

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

---

1 RE: APPROVE MINUTES:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the minutes of Regular Session of November 10, 1980, as presented.

13

---

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

On Motion of Commissiner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the following changes in Depository Pledge Contracts:

First National Bank of Richmond, Texas to release $300,000.00 U. S. Treasury Bills due 10/16/80, Receipt #338798 and to pledge $300,000.00 U. S. Treasury Bills due 4/16/81, receipt #350179

---

3 RE: CONSIDER BIDS OPENED AT PREVIOUS MEETINGS:

No bids to be considered at this meeting.

---

4 RE: AMEND BUDGET OF JUSTICE OF PEACE PRECINCT #1, C. B. WATSON:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to amend the budget for Justice of Peace Precinct #1, C. B. Watson in the amount to cover bills payable to Hartgraphics and Rinns Offset Printing. Paid out of the Emergency Fund.

---

5 RE: APPROVE REQUESTS FOR TRANSFER OF LINE ITEMS IN 1980 BUDGETS:

On Motion of Commissiner W. Lee Schmidt, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the requests for transfer of line items in 1980 budgets for the following:

General Fund Miscellaneous Administration, Fort Bend County Library, FM Lateral Road in Precinct #4 and FM Lateral Road in Precinct #1.

/

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 17 day of November, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Tony Jebbia and duly carried by the following vote:

AYES: 4

NAYES: ____

the following amendment (s) to said budget are hereby authorized:

General fund

Miscellaneous Admin DEPT.	FROM	TO	INCREASE (DECREASE)
Advertisement & Publication	10,000.00	7000.00	(3000.00)
Dimension Telephone System	29,297.76	32,297.76	3000.00

DATE: 11-17-80

DEPT HEAD: Joyce Simpkins

THE COUNTY OF FORT BEND

BY: Jodie E. Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

13

2

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1 J

On this the 17th day of November, 1980, at a Special Sess n of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Tony Jebbia and duly carried by the following vote:

AYES: 4

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

LIBRARY DEPT.	FROM	TO	INC AS (DEC AS
Station Wagon	1,700	1,500	(200.00)
Janitor Supplies	1,200	1,000	(200.00)
Utilities	17,300	17,700	400.00

DATE: 11-14-80

DEPT HEAD: Lillie Stavinoha

THE COUNTY OF FORT BEND

BY: Jodie E. Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm Pc

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. t.

Ed. Helwig, Comm. 1

3

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 17 day of November, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Tony Jebbia and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

F/M-LR

Fort Bend County DEPT. #4	FROM	TO	INCREASE (DECREASE)
Road Signs 30¢	5,000	3,500	(1,500)
Weed Killer 30¢	5,000	2,000	(3,000)
Unclassified 30¢	200	4,700	4,500

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed Helwig
Ed. Helwig, Comm. Pct. 4

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 17th day of November, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Tony Jebbia and duly carried by the following vote:

AYES: 4

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

FM/LR Pct 1

DEPT.	FROM	TO	INCREASE (DECREASE)
30¢ FM/LR, Lumber & Hardware	$50,000.00	$40,553.21	- 9,446.79
30¢ FM/LR, Gas & Oil	55,000.00	64,446.76	+ 9,446.79

DATED: November 17, 1980

REQUESTED BY: John Pustka
Johnnie Pustka, Commissioner, Pct #1

THE COUNTY OF FORT BEND

BY: Jodie E. Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

5

6 RE: ADVERTISE FOR BIDS FOR CARS FOR FORT BEND COUNTY:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized to advertise for bids for cars for Fort Bend County.

---

7 RE: CONSIDER PAYMENT OF MEDICAL BILL FOR JAIL INMATE:

The Court postponed action on payment of medical bill for jail inmate, for further study.

---

8 RE: MR. ROGER ALLEN - PUTNEY, MOFFETT & EASLEY: APPROVAL OF PLAT FOR KEEGANS WOOD SECTION I, IN PRECINCT 3:

On Motion of Commissiner Tony Jebbia, seconded by Commissiner Johnnie Pustka, and duly passed, the court denied the approval of plat for Keegans Wood, Section I, in Precinct 3, due to the fact it did not meet the County's requirements on regulations for plats.

13

9 RE: CONSIDER DISCOUNTINUANCE AND ABANDONMENT OF A PORTION OF COUNTY ROADS AS FOLLOWS: BLAIR ROAD BETWEEN OIL FIELD & BULLER ROAD IN PRECINCT 4 AND BULLER ROAD BETWEEN HWY. 6 AND BLAIR ROAD IN PRECINCT 4:

The court postponed the hearing on the discontinuance and abandonment of portion of County Roads, being Blair Road between Oil Field & Buller Road in Precinct 4 and Buller Road between Hwy 6 and Blair Road in Precinct 4.

The Court was,also, informed that the plat of Sugar Wood Section II, in Precinct 4 was not ready for approval.

---

10 RE: MR. BARRY MCFARREN, TILLIE INVESTMENT COMPANY AND MR. STANLEY KUCHERKA, COUNTY ENGINEER - GRANTING OF A SEWER EASEMENT BY FORT BEND COUNTY DRAINAGE DISTRICT TO THE CITY OF ROSENBERG:

The court postponed action until next court meeting.

---

11 RE: DISCUSS CHRISTMAS HOLIDAY SCHEDULE:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed the court designated December 24, 25 & 26 as Christmas Holidays for all County Employees.

---

12 RE: DISCUSS OFFER BY SALVATION ARMY OF QUIT CLAIM DEED TO FORT BEND COUNTY FOR PROPERTY LOCATED ON NORTH HALF OF LOT 4, BLOCK 565 IN THE FRESNO AREA:

County Judge Jodie E. Stavinoha informed the court that he received a letter from the Salavation Army Headquarters that they wish to Quit Claim Deed to Fort Bend County for property located on north half of Lot 4, Block 565 in the Fresno Area.

District Attorney, William Meitzen and County Judge Jodie E. Stavinoha are to make further study as to title report.

---

13 RE: APPROVE REQUEST FOR PAYMENT IN THE AMOUNT OF $5,610.00 TO RAY B. BAILEY ARCHITECTS INC. FOR THE COURTHOUSE RENOVATION PROJECT:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the request for pyament in the amount of $5,610.00 to Ray B. Bailey Architects Inc. for the Courthouse renovation project. Bill as follows:

Invoice No. 7901.19

ARCHITECTURAL SERVICES PHASE V: Contract administration and related meetings for the restoration and renovation of the Fort Bend County Courthouse, Richmond, Texas, from October 1 through October 31, 1980.

BASIC SERVICES: 93% Completion of Project Services

$1,870,000 x .12 x .93 =	$208,692.00
Less Previous Invoices	-203,082.00
TOTAL THIS INVOICE:	$ 5,610.00

13

cc 11/17/80 D Stavinoha

---

14 RE: CONSIDER FOR APPROVAL AN ADDITIONAL INSURANCE PREMIUM ON WORKMEN'S COMPENSATION:

THE COURT POSTPONED ACTION ON PAYMENT OF BILL IN THE AMOUNT OF $77,110.00 on Workmen's Compensation until Leo Daniels, Insurance Agent, appears before the court to clarify the matter.

---

15 RE: APPROVE APPLICATION FROM UNITED-TEXAS PIPELINE TRANSMISSION COMPANY TO LAY PIPELINE UNDER STEEP BANK CREEK AND OYSTER CREEK IN PRECINCT 3:

On Motion of Commissiner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the application from United Texas Pipeline Transmission Company to lay pipeline under Steep Bank Creek, only.

Performance Bond in the amount of $40,000.00 for two applications for Steep Bank Creek and Oyster Creek recorded in the Bonds to Pay Liens & Claims in the County Clerks' Office.

(Recorded in the minutes in full)

272
15

UTICO AFE 90-355

ROW FB-55

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY STREAM RIGHT OF WAY
(To be Submitted in Quintuplicate)

THE COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
Key Map Ref.
Notification No.

Formal notice is hereby given that UNITED TEXAS TRANSMISSION COMPANY proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County Stream within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line to Cross Following County Stream
(Check Type of Construction)

Stream Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction			
			Bored	Jacked	Driven	Cased
Steep Bank Creek	1.3 miles West of Intersection of Highway 6 and FM 1092	126 feet	XXX			

13

GENERAL DESCRIPTION

A location and description of the proposed installation and appurtenances is more particularly shown on the attached plans and drawings. (Plans and drawings of Proposed Installation and appurtenances are required).

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Along Streams in Fort Bend County, Texas, Under the Jurisdiction of Commissioners Court of Fort Bend County, Texas, dated the 14th day of January, 1980, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a Shannon's Texas Civil Statutes.

NOTICE

Notify building inspection section
48 hours in advance of construction
Receptionist: 342-2863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: United Texas Transmission Company
AGENT (accessable 24 hours/day, 7 days/week

T.W. Sullivan
Signature
T.W. Sullivan

NAME AND TITLE: General Superintendent-Right of Way
(Please Print)

DATE: June 24, 1980

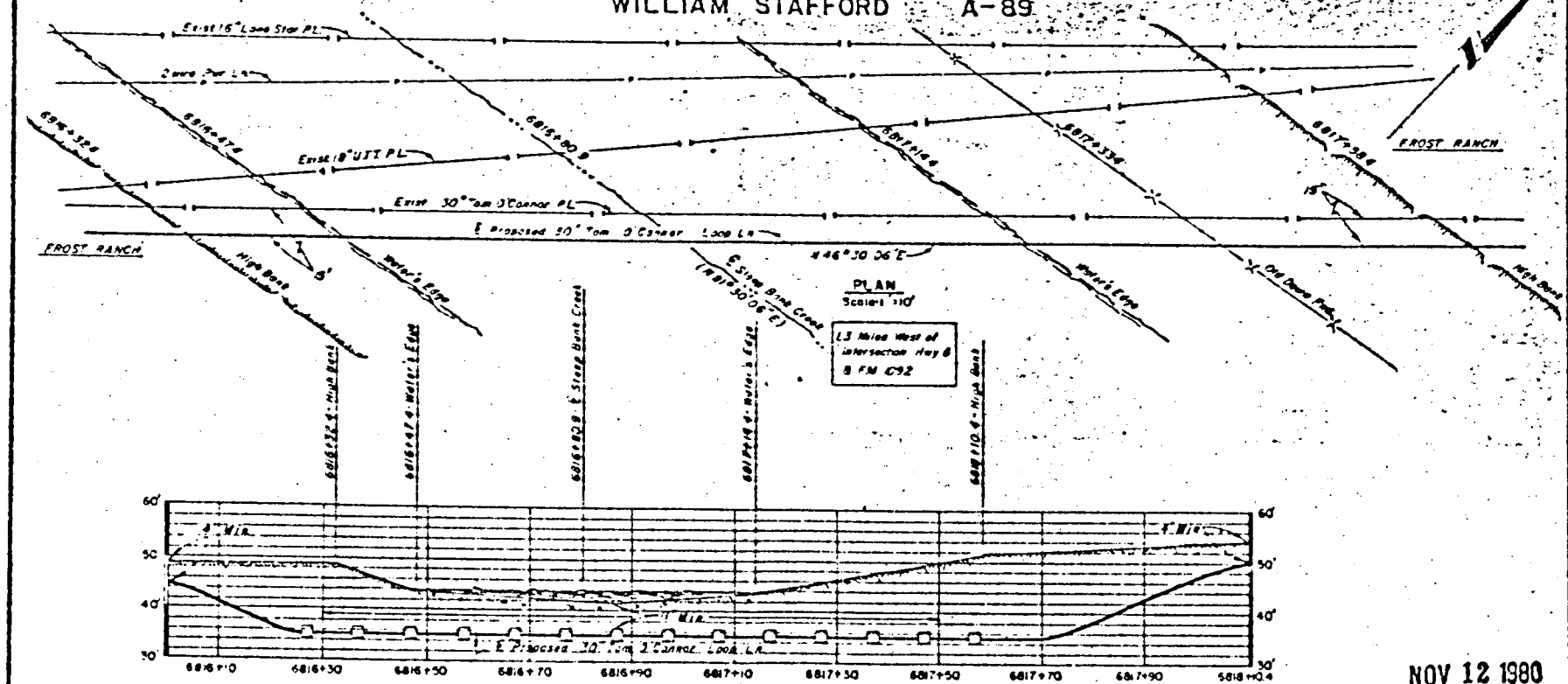
ADDRESS: 711 Louisiana, Suite 1300
Houston, Texas 77001

TELEPHONE: 713/237-5110

Receipt 40059

FORT BEND COUNTY, TEXAS

WILLIAM STAFFORD A-89



PROFILE
Scale 1"=20' Horizontal
1"=20' Vertical

T.B.M. - Top 3/8" I.R. At
Station 6815+44.8
Assumed Elev. 50'

SPECIFICATIONS
1. PRODUCT TO BE CARRIED NATURAL GAS
2. CLASS LOCATION - I
3. CONSTRUCTION TYPE - A
4. PIPE SPECS 30" O.D. x 0.500" WT, 157.53 LBS./FT. API 5LX 60 D.J. PE.
5. DESIGN PRESSURE 1,050 PSIG
6. TEST PRESSURE 1,650 PSIG.
7. COATING TGM - 5
8. TYPE CROSSING CUT
9. Weights 14 BOLT ON WEIGHTS @ 10' CENTERS

Reference
Vol 69 Pg. (Plan)
Vol Pg. (Profile)

NOV 12 1980
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UNITED TEXAS TRANSMISSION COMPANY
ENGINEERING DEPARTMENT - HOUSTON, TEXAS

PROPOSED 30" TOM O'CONNOR LOOP LINE
CROSSING STEEP BANK CREEK
FORT BEND COUNTY, TEXAS

DESIGNED BY	DATE	CORRECT BY	DATE
DRAWN BY FISHER Co.	DATE 5-20-80	APPROVED BY	DATE
TRACED BY	DATE	APPROVED BY	
CHECKED BY	DATE		
APP	SCALE NOTED	PB 1606	
	SHEET 1 OF 1		

REVISION | DATE | BY

15

3

273

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 17 day of November, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of proposed cable, conduit and/or pole line activity in Fort Bend County, dated June 24, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk Deputy

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

16 RE: MR. M. W. LEE - DISCUSSION OF BURNEY ROAD IN PRECINCT #3:

Mr. M. W. Lee appeared before the court to ask when drainage work on Burney Road, which runs in front of his house, was to begin. Mr. Kucherka told Mr. Lee, the county would still be obligated to fulfill its agreement and would do so, but that he did not know when the work would be done.

Mr. Lee's concern stems from Condemnation Proceedings filed by the City of Sugar Land, that would allow the city to build drainage ditches across the property.

Burney Road has been dedicated, by the Lee's to the County and was told by Stanley Kucherka, County Engineer, that the county would uphold its agreement with the Lee's,

---

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

13

17 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 November (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 1:55 o'clock P.M.

John E. Stavinoha
COUNTY JUDGE

ATTEST:
Pearl Ellett
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 24th day of November, 1980, 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:

13

RE: APPROVE MINUTES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the minutes of November 17, 1980, as corrected.

---

2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no changes in Depository Pledge Contracts.

---

3 RE: OPEN BIDS FOR THE HERBICIDE APPLICATION SYSTEMS FOR PRECINCT #1:

The Court postponed the opening of bids for herbicide application systems for Precinct #1. Extending time for opening bids for 1 week.

---

4 RE: CONSIDER BIDS OPENED AT PREVIOUS MEETING:

No bids to be considered at this meeting.

---

5 RE: AMEND THE BUDGET OF JUDGE A. REAGAN CLARK:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized to amend thebudget of Judge A. Reagan Clark in the amount of $2,300.00. $1,300.00 for Attorney Ad Litem and $1,000.00 for Court Reporter. To paid for out of the Emergency Fund.

---

6 RE: APPROVE REQUESTS FOR TRANSFER OF LINE ITEMS IN 1980 BUDGET:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H.Helwig, and duly passed, the court approved requests for transfer of line litems in 1980 budget, for the Drainage District and District Clerk, as follows:

6

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 24 day of November, 1980, at a Special Session of the Commissioners' Court the following members being present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT NO. 1
W. LEE SCHMIDT	COMMISSIONER PRECINCT NO. 2
TONY JEBBIA	COMMISSIONER PRECINCT NO. 3
ED HELWIG	COMMISSIONER PRECINCT NO. 4
PEARL ELLETT	COUNTY CLERK

The following proceedings were had, to-wit:
That WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, am emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, be reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979.

NOW THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner Ed H. Helwig and duly carried by the following vote:

AYES: 4

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

DRAINAGE DISTRICT DEPT.	FROM	TO	INCREASE (DECREASE)
Purchase of Office Equipment	1,000.00	1,008.90	8.90
Office Supplies / Postage	5,000.00	4,991.10	(8.90)
Workman's Compensation	20,000.00	23,766.97	3,766.97
Maintenance - Wages	631,543.63	661,543.63	30,000.00
Rental of Equipment	50,000.00	16,233.03	(33,766.97)

Stanley F Kuehn

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. LEE SCHMIT, COMM. PRECT. 2

JOHNNIE PUSTKA, COMM., PRECT. 1

TONY JEBBIA, COMM., PRECT. 3

ED HELWIG, COMM., PRECT. 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 24 day of November, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha,	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner Ed H. Helwig and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

DEPT.	FROM	TO	INCREASE (DECREASE)
District Clerk Stationary & Supplies	10,000.00	10,185.00	185.00
Unclassified	300.00	115.00	(185.00)

DATE: 11-21-1980

DEPT HEAD: Irene Wleczyk

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

7 RE: APPROVE REQUEST FOR TRANSFER OF LINE ITEMS IN 1980 BUDGET FOR SANITRAY LANDFILL:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the request for transfer of line litems in 1980 budget for the Sanitary Landfill as follows:

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 24th day of November, 1980, at a ~~Regular~~ Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979; 13

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Ed H. Helwig seconded by Commissioner Tony Jebbia and duly carried by the following vote:

AYES: 4

NAYES:

the following amendment (s) to said budget are hereby authorized:

Sanitary Landfill DEPT.	FROM	TO	INCREASE (DECREASE)
Workman's Compensation	5361.71	5291.71	(70.00)
Salary Director	18295.02	18365.02	70.00
Workman's Compensation	5291.71	5221.71	(70.00)
Office Supplies	2200.00	2270.00	70.00
Social Security	7875.11	7275.11	(600.00)
Retirement	8992.78	5992.78	(3000.00)
Salaries Assistants	97423.77	92423.77	(5000.00)
Limestone, Oil, & Topping	3363.20	11963.20	8600.00

DATE: 11-24-80

DEPT HEAD: Christoph Kuebler

THE COUNTY OF FORT BEND

BY: Jodie E. Stavinoha

JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

8 RE: APPROVE REQUEST FOR TRANSFER OF LINE ITEMS IN 1980 BUDGET FOR JUSTICE OF PEACE PRECINCT #3:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the request for transfer of line items in 1980 budget for Justice of Peace Precinct #3, as follows:

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 24 day of November, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Lilett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Tony Jebbia and duly carried by the following vote:

AYES: 4

NAYES:

the following amendment (s) to said budget are hereby authorized:

J.P #3 DEPT.	FROM	TO	INCREASE (DECREASE)
JP3 - Petit Jurors	1,000.00	200.00	(800.00)
JP3 - Stationery & supplies	5,000.00	4,300.00	(700.00)
JP3 - Travel	2,000.00	3500.00	1500.00

DATE: 11-20-80

DEPT HEAD: C Elgin

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

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9 RE: REVIEW OF FEE OFFICERS' MONTHLY REPORTS AND SUPPLEMENTAL REPORT OF JUSTICE OF THE PEACE PRECINCT #3 FOR THE MONTH OF SEPTEMBER:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig, and duly passed, the court accepted the Fee Officers' Monthly reports and the Supplemental Report of Justice of the Peace Precinct #3 for the month of September, as presented.

SUPPLEMENTAL SEPTEMBER REPORT

JUSTICE OF THE PEACE, PRECINCT #3	CRIMINAL	$ 17,883.00
	CIVIL	205.00
	SMALL CLAIMS	10.00
		$ 18,098.00

FEE OFFICER'S REPORTS
COMMISSIONER'S COURT
October 1980

13

COUNTY JUDGE			$	256.00
COUNTY CLERK	(FEES:$ 42,111.40)	(LAW LIBRARY:$ 28.00)	$	42,139.40
TAX ASSESSOR COLLECTOR			$	25,563.21
DISTRICT CLERK	(FEES:$ 10,404.00)	(LAW LIBRARY:$ 765.00)	$	11,169.00
DISTRICT ATTORNEY			$	1,465.00
CHILD SUPPORT			$	804.00
ADULT PROBATION (ALL FEES PAID TO DISTRICT OFFICE)			$	
JUSTICE OF THE PEACE PRECINCT # ONE	($ 17,990.55)			
CIVIL AND SMALL CLAIMS	($ 76.00)		$	18,066.55
JUSTICE OF THE PEACE PRECINCT # TWO	($ 6,418.23)			
CIVIL AND SMALL CLAIMS	($ 86.00)		$	6,504.23
JUSTICE OF THE PEACE PRECINCT # THREE	($ 4,886.50)			
CIVIL AND SMALL CLAIMS	($ 182.00)		$	5,068.50
JUSTICE OF THE PEACE PRECINCT # FOUR	($ 5,608.91)			
CIVIL AND SMALL CLAIMS	($ 27.00)		$	5,635.91
ALL JUSTICE OF THE PEACE OFFICES				
GRAND TOTAL FOR THIS MONTH	($ 35,275.19)			
CONSTABLE PRECINCT # ONE			$	869.00
CONSTABLE PRECINCT # TWO			$	123.00
CONSTABLE PRECINCT # THREE			$	337.00
CONSTABLE PRECINCT # FOUR			$	183.00
GRAND TOTAL ALL CONSTABLES FOR THE MONTH	($ 1,512.00)			

6

9

SHERIFF	$	7,005.50
HEALTH AND SANITATION	$	19.00
AMBULANCE	$	3,536.00
ANIMAL CONTROL	$	538.00
SANITARY LANDFILL	$	40,434.95
LIBRARIES	$	994.74
COUNTY WELFARE	$	1,379.80
FAIRGROUNDS	$	1,556.25
JUVENILE PROBATION	$	275.00
ENGINEERING FEES	$	280.00
GRAND TOTAL	$	194,203.04

---

10 RE: AUTHORIZE TO ADVERTISE FOR BIDS FOR FRONT END-LOADER AND CREW-CAB PICKUP FOR PRECINCT #4 AND ADVERTISE FOR BIDS FOR ALL SUPPLIES FOR FORT BEND COUNTY:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court authorized to advertise for bids for front end-loader and crew-cab pickup for Precinct #4 and all supplies for Fort Bend County.

---

11 RE: MR. CHRIS KUCHERKA, SANITARY LINDFILL DIRECTOR: TECHNICAL ASSISTANCE GRANTS LANDFILL STUDIES:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, Commissioner Tony Jebbia opposed, and duly passed, the court authorized that the County apply for Grants available for Technical Assistance for the County Landfill studies.

---

12 RE: UNITED TEXAS TRANSMISSION COMPANY - REQUEST TO LAY PIPELINE ACROSS OYSTER CREEK IN PRECINCT #3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the application from United Texas Transmission Company to lay pipeline across Oyster Creek in Precinct #3, as follows:

13

12

UTCO AFE 90-355
ROW FB-9-5

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE
LINE ACTIVITY IN FORT BEND COUNTY STREAM RIGHT OF WAY
(To be Submitted in Quintuplicate)

THE COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that UNITED TEXAS TRANSMISSION COMPANY proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County Stream within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line to Cross Following County Stream
(Check Type of Construction)

Stream Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
Oyster Creek	2000' Northwest of FM 1092 Fort Bend County, Texas	373 feet	XXX			

13

GENERAL DESCRIPTION

A location and description of the proposed installation and appurtenances is more particularly shown on the attached plans and drawings. (Plans and drawings of Proposed Installation and appurtenances are required).

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Along Streams in Fort Bend County, Texas, Under the Jurisdiction of Commissioners Court of Fort Bend County, Texas, dated the 14th day of January, 1980, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a Shannon's Texas Civil Statutes.

NOTICE

Notify building inspection section 48 hours in advance of construction
Receptionist: 342-2863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: United Texas Transmission Company
AGENT (accessable 24 hours/day, 7 days/week

T.W. Sullivan
Signature

NAME AND TITLE: T.W. SULLIVAN -General Superintendent
(Please Print) Right of Way

DATE: June 24, 1980

ADDRESS: 711 Louisiana, Suite 1300,
Houston, Texas 77001

TELEPHONE: 713/237-5110

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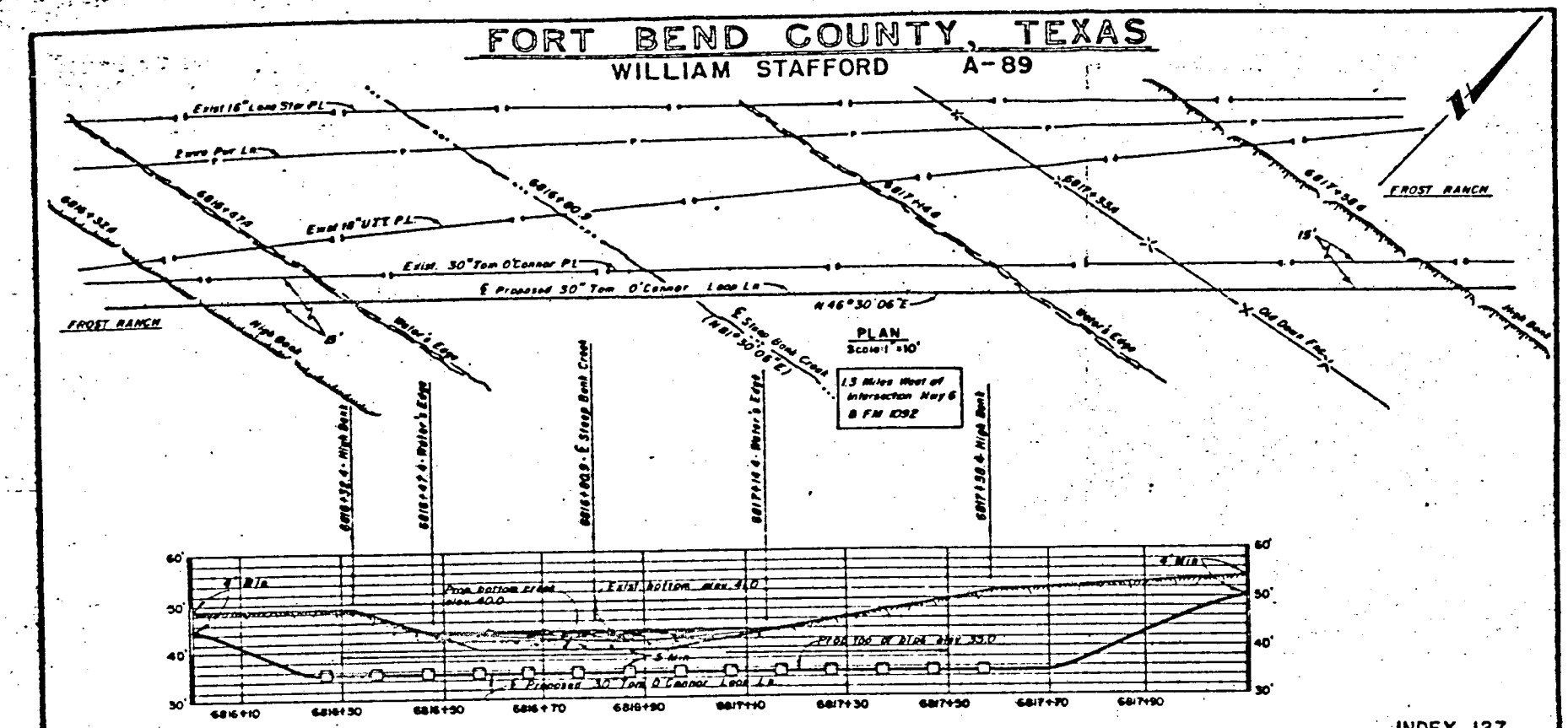
12

13

FORT BEND COUNTY, TEXAS

WILLIAM STAFFORD A-89



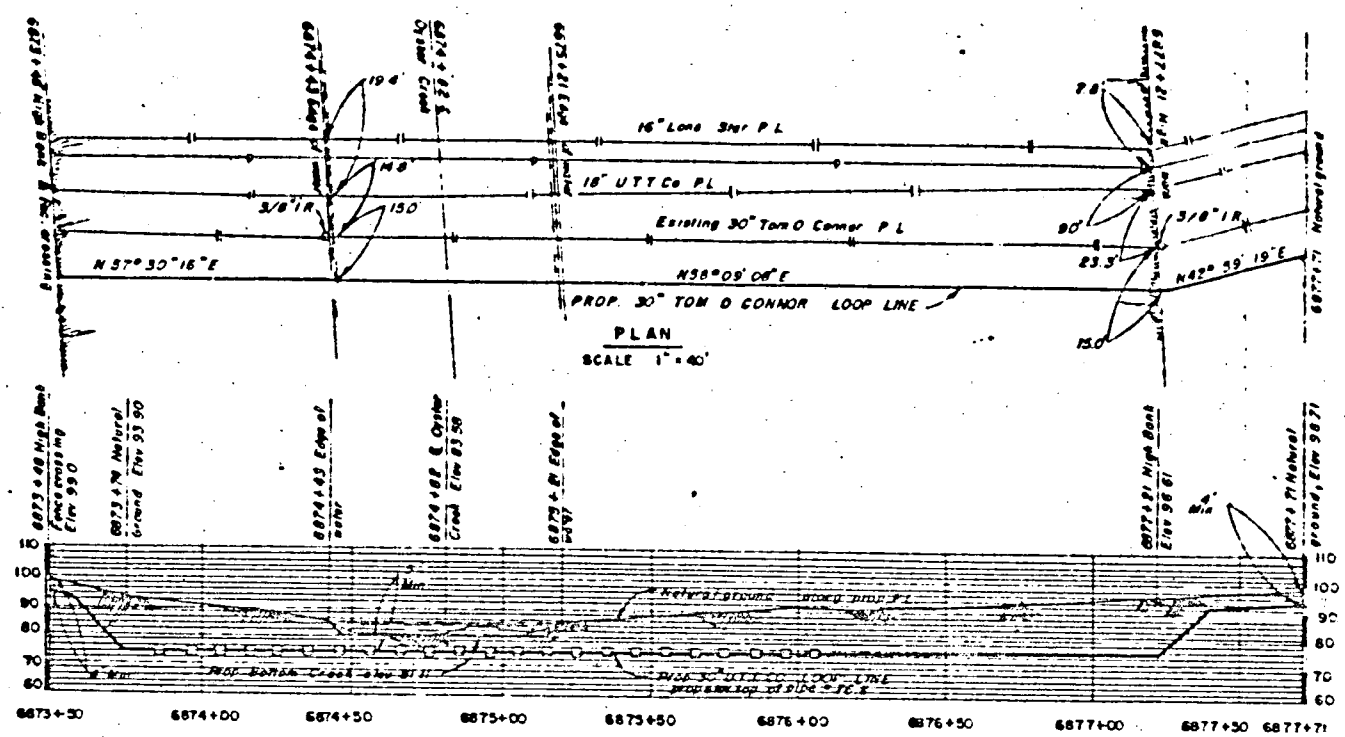
285

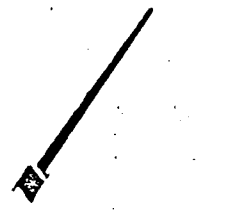
12

13

FORT BEND COUNTY, TEXAS

WILLIAM STAFFORD, A- 89





TBM - Top of vent pipe south side Hwy 6
sta. 6864+06, Assumed elev = 100.00

REFERENCE Vol 143, Pg 6-8

SPECIFICATIONS

1. PRODUCT TO BE CARRIED NATURAL GAS
2. CLASS LOCATION 1
3. CONSTRUCTION TYPE B
4. PIPE SPECS. 30" O D x 0.500" W.T 157.53 lbs/Ft. API 5LX60 D.S.P.E
5. DESIGN PRESSURE 1050 PSIG
6. TEST PRESSURE: 1650 PSIG.
7. COATING: Y6.M-3
8. TYPE CROSSING: CUT
9. WEIGHTS: 22 BOLT ON WEIGHTS AT 80' CENTERS.

PROFILE
SCALE: HORIZ 1" = 40'
VERT: 1" = 40'

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UNITED TEXAS TRANSMISSION COMPANY
ENGINEERING DEPARTMENT – HOUSTON, TEXAS

PROPOSED 30" TOM O'CONNOR LOOP LINE
CROSSING OYSTER CREEK
FORT BEND COUNTY, TEXAS

DESIGNED BY	DATE	CORRECT BY	DATE
DRAWN BY FISHER CO	DATE 8-17-80	APPROVED BY SAS	DATE 11-19-80
TRACED BY	DATE	APPROVED BY	
CHECKED BY	DATE 11-19-80		
APS 90-355	SCALE NOTED		PB 1609
	SHEET 1 OF 1		

REVISION | BY | DATE | NO

12

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 24th day of November, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of proposed cable, conduit and/or pole line activity in Fort Bend County, dated June 24, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 14 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY Stanley L Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 14 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk Deputy

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

---

13 RE: MR. BARRY MCFARREN, TILLEY INVESTMENT COMPANY - GRANTING OF AN EASEMENT TO THE CITY OF ROSENBERG:

ON Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized that the Sanitary Sewer Easement be granted subject to inclusion of information contained in the letter from the City of Rosenberg and authorizing the County Judge to sign same. Letter as follows;

13

The City of Rosenberg

ELWOOD RAINES
MAYOR

Rosenberg, Texas 77471

COUNCIL:
CHARLES J. MARIOTTA
MAYOR PRO-TEM
IRVIN L. VALLE
LUPE A. URESTI
FRED CHALOUPKA
PHILLIP H. KIRKHAM
LYNETTE SELF

November 18th, 1980

Commissioners Court
Fort Bend County

RE: Fifteen (15) foot sanitary sewer easement across land owned by the Fort Bend County Drainage District

Gentlemen:

This is to advise that on this date the Rosenberg City Council has taken action to approve the final plat of the Rosenberg Industrial Park subject to the Commissioners Court's approval of a fifteen (15) foot easement for the installation of a sanitary sewer pipeline across a 5.0 acre tract as described in a deed recorded in Vol. 388, Page 37 of the Deed Records of Fort Bend County, Texas, and belonging to Fort Bend County.

The City of Rosenberg agrees that in the event the title to said 5.0 acre tract is transferred from the County to another party, water and sewer service will be provided to the 5.0 acre tract upon the application for utility service and payment of the appropriate fees to the City of Rosenberg.

Very truly yours,
CITY OF ROSENBERG

Elwood Raines

Elwood Raines, Mayor

13

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14 RE: REVIEW BID SPECIFICATIONS ON NEW AUTOMOBILES FOR FORT BEND COUNTY:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court reviewed the bid specifications on new automobiles for Fort Bend County and that the bid form in moficiation be accepted. Bid form as follows:

14

BID FORM

FOR: FORT BEND COUNTY MONDAY, DECEMBER 15, 1980 - 9:00 A.M.

ONE OR MORE NEW MID-SIZE CARS FOR
FORT BEND COUNTY

PLEASE COMPLETE AND RETURN ALL FORMS IN DUPLICATE
PLEASE NOTE IN SOME PLACES A MINIMUM IS GIVEN

1. MAKE AND MODEL (must be new) _____
2. ENGINE HORSEPOWER _____
3. ARRANGEMENT AND NO. OF CYLINDERS _____
4. CU. IN. DISPLACEMENT (Min. approx 200) _____
5. TIRE SIZE _____
6. WEIGHT (Min. approx 2500 lbs) _____
7. TYPE TRANSMISSION (give complete information) _____
8. AIR-CONDITIONER REQUIRED (complete information) _____
9. WHEELBASE (min. approx 105 in) _____
10. EPA MILEAGE ESTIMATE RATINGS _____
11. THE FOLLOWING IS REQUIRED: 4-door, windhsield washer and wipers, heater, power steering, power disc. brakes, foam rubber front seat.
    (A) DOES THIS BID INCLUDE ALL OF THE ABOVE EQUIPMENT? _____
    (B) IF NOT, WHAT IS NOT INCLUDED?
    _____
    _____

13

****

12. OTHER INFORMATION AND SPECIFICATIONS:
    _____
    _____
    _____

****

13. BID PER UNIT (complete and ready to operate) _____

****

14. OPTIONAL EQUIPMENT AVAILABLE — COST

(1)	2-door	_____
(2)	Radio	_____
(3)	Temperature and oil pressures gauges	_____
(4)	Heavy-duty radiator	_____
(5)	Spot light with landing beam on left side	_____
(6)	Voltmeter	_____
(7)	_____	_____
(8)	_____	_____
(9)	_____	_____

****

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 new unit is accepted and delivered to Fort Bend County. Only one used unit will be traded in for each unit.

	YEAR - MAKE	MILEAGE ON 11/19/80	BID PRICE
1.	1976 Buick LeSabre, SD-3-ECID	107,300	_____
2.	1976 Buick LeSabre, SD-5-EW	108,200	_____
3.	1977 Chevrolet Nova, SD-16-DCID	77,277	_____
4.	1977 Plymouth Fury, SD-1-FCID	93,723	_____

14

5.	1977 Mercury Cougar, SD-10-FCID	101,000
6.	1978 Ford L.T.D., SD-14-G	105,593
7.	1978 Ford L.T.D., SD-19-GP	150,000
8.	1978 Ford L.T.D., SD-22-GP	108,400
9.	1979 Ford L.T.D. II, SD-10-HP	71,132
10.	1979 Ford L.T.D. II, SD-4-HP	99,364
11.	1979 Ford L.T.D. II, SD-7-HP	100,095
12.	1979 Ford L.T.D. II, SD-8-HP	113,680
13.	1979 Ford L.T.D II, SD-9-HP	105,617
14.	1979 Ford L.T.D. II, SD-11-HP	105,777

13

****

FORT BEND COUNTY reserves the right to reject any and all bids and to waive all technicalities.

FIRM _____ DELIVERY DATE _____

BY _____

ADDRESS _____

PHONE _____ DATE _____

14

BID FORM

FOR: FORT BEND COUNTY

MONDAY, DECEMBER 15, 1980 - 9:00 A.M.

ONE OR MORE NEW STANDARD-SIZE FOR
FORT BEND COUNTY

PLEASE COMPLETE AND RETURN ALL FORMS IN DUPLICATE
PLEASE NOTE IN SOME PLACES A MINIMUM IS GIVEN

1. MAKE AND MODEL (must be new) _____
2. ENGINE HORSEPOWER _____
3. ARRANGEMENT AND NO. OF CYLINDERS _____
4. CU. IN. DISPLACEMENT (Min. approx 225) _____
5. TIRE SIZE _____
6. WEIGHT (Min. approx 3000 lbs) _____
7. TYPE TRANSMISSION (give complete information) _____
8. AIR-CONDITIONER REQUIRED (complete information) _____
9. WHEELBASE (min. approx 110 in) _____
10. EPA MILEAGE ESTIMATE RATINGS _____
11. THE FOLLOWING IS REQUIRED: 4-door, windhsield washer and wipers, heater, power steering, power disc. brakes, foam rubber front seat.
    (A) DOES THIS BID INCLUDE ALL OF THE ABOVE EQUIPMENT? _____
    (B) IF NOT, WHAT IS NOT INCLUDED?

13

****

12. OTHER INFORMATION AND SPECIFICATIONS:

****

13. BID PER UNIT (complete and ready to operate) _____

****

14. OPTIONAL EQUIPMENT AVAILABLE — COST

(1) 2-door _____
(2) Radio _____
(3) Temperature and oil pressures gauges _____
(4) Heavy-duty radiator _____
(5) Spot light with landing beam on left side _____
(6) Voltmeter _____
(7) _____ _____
(8) _____ _____
(9) _____ _____

****

15. POLICE PACKAGE

Give complete specifications below or on separate page.

11

14

****

16. BID PER UNIT WITH POLICE PACKAGE
(Complete and ready to operate) _____

****

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 new unit is accepted and delivered to Fort Bend County. Only one used unit will be traded in for each unit.

	Year - Make	Mileage on 11/19/80	Bid Price
1.	1976 Buick LeSabre, SD-3-ECID	107,300	_____
2.	1976 Buick LeSabre, SD-5-EW	108,200	_____
3.	1977 Chevrolet, Nova, SD-16-DCID	77,277	_____
4.	1977 Plymouth Fury, SD-1-FCID	93,723	_____
5.	1977 Mercury Cougar, SD-10-FCID	101,000	_____
6.	1978 Ford L.T.D., SD-14-G	105,593	_____
7.	1978 Ford L.T.D., SD-19-GP	150,000	_____
8.	1978 Ford L.T.D., SD-22-GP	108,400	_____
9.	1979 Ford L.T.D. II, SD-10-HP	71,132	_____
10.	1979 Ford L.T.D. II, SD-4-HP	99,364	_____
11.	1979 Ford L.T.D. II, SD-7-HP	100,095	_____
12.	1979 Ford L.T.D. II, SD-8-HP	113,680	_____
13.	1979 Ford L.T.D II, SD-9-HP	105,617	_____
14.	1979 Ford L.T.D. II, SD-11-HP	105,777	_____

****

FORT BEND COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ALL TECHNICALITIES.

Delivery Date _____

FIRM _____ BY _____

ADDRESS _____

PHONE _____ Date _____

13

BID FORM

FOR: FORT BEND COUNTY

MONDAY, DECEMBER 15, 1980-9:00 A.M.

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 new unit is accepted and delivered to Fort Bend County.

	Year - Make	Mileage on 11/19/80	Bid Price
1.	1976 Buick LeSabre, SD-3-ECID	107,300	_____
2.	1976 Buick LeSabre, SD-5-EW	108,200	_____
3.	1977 Chevrolet, Nova, SD-16-DCID	77,277	_____
4.	1977 Plymouth Fury, SD-1-FCID	93,723	_____
5.	1977 Mercury Cougar, SD-10-FCID	101,000	_____
6.	1978 Ford L.T.D., SD-14-G	105,593	_____
7.	1978 Ford L.T.D., SD-19-GP	150,000	_____
8.	1978 Ford L.T.D., SD-22-GP	108,400	_____
9.	1979 Ford L.T.D. II, SD-10-HP	71,132	_____
10.	1979 Ford L.T.D. II, SD-4-HP	99,364	_____
11.	1979 Ford L.T.D. II, SD-7-HP	100,095	_____
12.	1979 Ford L.T.D. II, SD-8-HP	113,680	_____
13.	1979 Ford L.T.D II, SD-9-HP	105,617	_____
14.	1979 Ford L.T.D. II, SD-11-HP	105,777	_____

NAME _____

FIRM _____

ADDRESS _____

TELEPHONE _____ DATE _____

15 RE: CONSIDER FOR APPROVAL A REVISED ORDER REGULATING THE LAYING, CONSTRUCTION, MAINTENANCE AND REPAIR OF CABLES, CONDUITS AND POLE LINES, IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES IN FORT BEND COUNTY UNDER THE JURISDICATION OF THE COMMISSIONERS COURT OF FORT BEND COUNTY:

The Court discussed for approval a revised order regulating the laying, construction, maintenance and repair of cables, conduits and pole lines, in, under, across or along roads, streets, highways and drainage ditches in Fort Bend County under the jurisdiction of the Commissioners Court of Fort Bend County.

The revised order on the regulations will be checked out by the District Attorneys office for approval at the next court meeting.

---

16 RE: REPORT ON JUVENILE DETENTION CENTER:

The following letter was read into the minutes by County Judge Jodie E. Stavinoha, giving the report on the Juvenile Detention Center. Letter as follows:

County Court At Law
FORT BEND COUNTY
RICHMOND, TEXAS 77469

A. REAGAN CLARK
JUDGE

AREA CODE 713
342-8035

November 19, 1980

County Judge
Commissioner's Court of
Fort Bend County
Richmond, Texas

Gentlemen:

Please be advised that the juvenile detention facilities at the Brazoria County Juvenile Detention Center, Angleton, Texas, currently being used by Fort Bend County for the detention of its juveniles, has been inspected and we do hereby certify to you that the said facilities are suitable for the detention of children in accordance with Section 51.12 of the Texas Family Code.

We further certify one female cell in the Fort Bend County Jail as an over-night juvenile detention cell only. The jail otherwise is unsuitable for the detention of juveniles.

Very truly yours,

Jodie E. Stavinoha, Judge

C. A. Dickerson, Judge

Sidney Brown, Judge

A. Reagan Clark, Judge

ARC:lg

13

14

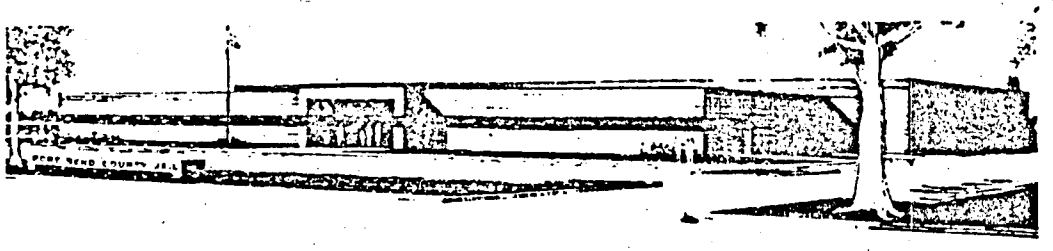
17 RE: LT. T. O. BOCK, FORT BEND COUNTY FIRE MARSHALL - REPORT ON FIRE MARSHALL'S OFFICE:

The Commissioners' Court was given a report on the Fire Marshall's office by Lt. T. O. Bock, County Fire Marshall for Fort Bend County.

Lt. T. O. Bock asked the court, if possible, would like to collect some tools for use in the fire investigations.

Report as follows:

STATE OF TEXAS COUNTY OF FORT BEND



H L KRAMER
Chief Deputy

THOMAS TIELKE, LT.
C I.D.

TELEPHONE
342-5411

T O. BOCK, LT.
I.D. & Comm

ROGER BOYD, LT.
Patrol & Warrants

CHARLES TESCH, LT.
Jail & Civil

ERVIN HURTA
SHERIFF

P.O. BOX 40
RICHMOND, TEXAS 77469

13

November 24, 1980

County Commissioners
Fort Bend County
Richmond, Texas

Gentlemen:

As Fort Bend County Fire Marshall, I have had two meetings; one with the Fire Chiefs of the County and one with the representatives from the local area law enforcement agencies, in an attempt to get all County Fire Departments and Law Enforcement Agencies to work together in the investigation of Arson cases or Suspicious Fires.

I feel these meetings met with much success.

The next part of our program will be to start a training program for the firemen and law enforcement officers who are interested in Arson Investigation.

At the present time the Fort Bend County Sheriff's Department have three possible Arson Cases under investigation.

One man was charged with Arson and was convicted and sentences to four (4) years in the State Penitentiary.

Another progress report will be submitted at a later date to keep you informed of the progress of the Fire Marshall's Office.

Sincerely,

T. O. Bock

T. O. Bock
County Fire Marshall
Richmond, Texas

15

18 RE: COMMISSIONER JOHNNIE PUSTKA: ENTERTING CONDEMNATION AGAINST SANTA FE RAILROAD FOR CROSSING ON LOCKWOOD ROAD IN PRECINCT #1:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the action on entering condemnation against Santa Fe Railroad for a road crossing on Lockwood Road in Precinct 1 was postponed until December 8, 1980, on Condemnation proceedings.

---

19 RE: APPROVE ADDITIONAL INSURANCE PAYMENT ON WORKMEN'S COMPENSATION:

On Motion [redacted] of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the payment of additional insurance payment on Workmen's Compensation in the amount of $83,254.00 to Leo H. Daniels Insurance Agency. Payment to be made out of the General Fund and refunds to be put back into the General Fund. Bill as follows:

LEO H[illegible]ELS INSURANCE AGENCY

2205 AVE. I — P. O. BOX 232
342-2792 — 342 5559
ROSENBERG, TEXAS 77471

Fort Bend County
P. O. Box 549
Richmond, Tx. 77469

CUSTOMER NO. 18176

NAMED INSURED

VOICE DATE: 8-22-80 mb

PLEASE DETACH AND RETURN WITH PAYMENT — AMOUNT REMITTED $

	POLICY PERIOD	CL & TR	POLICY NUMBER AND DESCRIPTION	PREMIUM CHARGE	PREMIUM CREDIT	BALANCE
0	1-8-79/ 80	42-7	WER103887 audit 79/80 workmens' comp.	77110.00		
0	1-1-79/80	47-7	PNC163799 audit 79/80 liab.	6144.00		
			Total due Agency			83,254.00

PAID
NOV 17 '80
Fort Bend County Auditor

PREMIUMS DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY
LEO H. DANIELS INSURANCE AGENCY

13

19

RICHMOND, TEXAS
11/15, 1980

FORT BEND COUNTY
PRECINCT NO. _____ CLASS NO. General
IN ACCOUNT WITH

FORT BEND COUNTY
COUNTY TREASURER
REGISTERED
NOV 17 1980

Leo Daniels Ins.

Misc-insurance additional premium		10,106	92
w/c & liability for audit of 1979			
w/c	24,675.22		
liability	1,966.10		
retro	(16,534.40)		
	10,106.92		

ALLOWED OUT OF General FUND
FOR additional premium
APPROVED BY [signature]
COUNTY AUDITOR
ALLOWED IN November TERM OF COURT
CLAIM NO. 018231

PAID
NOV 17
Fort Bend County Auditor

Payment held till 24th

13

-19-

Statement of
Premium Adjustment

THE HARTFORD

Schedule No. 42

Policy Number 61 WER 103087 Renewal 01

Policy Period 01-08-79 TO 01-08-80

☐ Interim Audit ☒ Final Audit

Audit Period 09-01-79 TO 01-08-80

Insured's Name and Mailing Address

FORT BEND COUNTY
FORT BEND COUNTY COURTHOUSE
RICHMOND TX 77469
Location Address

Produc

LEO H. DANIELS INSURANCE AGENCY
HARTFORD 2205 AVE. I P.O. BOX 232
342-2792 342-5555
CONTINENTAL ROSENBERG, TEXAS 77471

Produc

Class Description	Class	Basis of Premium	Rate	Earned Premium	Rate	Earned Premium
						USL AND H

General

24,675.22

13

PAID
NOV 17 '80
Fort Bend
County Auditor

OUTSTANDING PREMIUM ADJUSTMENT 5.0 PERCENT	4.738
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION	221.094
TX EXPERIENCE MODIFICATION	.740
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION	163.610
STATE TOTAL EARNED PREMIUM	163.610

TOTAL EARNED PREMIUM		163.610
DEPOSIT AND/OR REPORTED PREMIUMS		86.500 C
NET PREMIUM ADJUSTMENT	ADDITIONAL	77.110

PREMIUM CALCULATIONS HEREON ARE SUBJECT TO REVISION AND APPROVAL BY THE HOME OFFICE.

Form PRA-263-2 Printed in U.S.A.

X X 061 - 0280

ISSUE DATE 05-30-80 AUDIT ADJUSTMENT COMPLETE

19

THE HARTFORD

Co. Code [1] Hartford Fire Insurance Company
[5] Hartford Accident and Indemnity Company
[3] Hartford Casualty Insurance Company

Co. Code [11] New York Underwriters Insurance Company
[7] Twin City Fire Insurance Company

MARCH 21 19 80

Co. Code	Policy No.	Period of Policy	Period of Audit or Report
6	61 PNC 163799	1/1/79-80	SAME

FORT BEND COUNTY
RICHMOND, TX

LEO H. DANIELS INSURANCE AGENCY
HARTFORD — CONTINENTAL
2205 AVE. I — P.O. BOX 232
342-2792 — 342-5550
ROSENBERG, TEXAS 77471

Description	State	Class'n	Basis of Premium	Rate	Earned Premium	Rate	Earned Premium
OLT			RECEIPTS				
FAIRS - OUTSIDE	TX	79465S	441000	.87	3837		
ALL OTHER OLT	"		NO CHANGE		524		
M&C							
DRAINAGE	"	16255xcu	437220	.588	2571		
STREET & ROAD	"	16112xcu	858838	1.612	13844		
POLICEMEN	"	93141	884230	.446	3944		
MUNIC. EMPLS.	"	93111	97571	.36	351		
GARAGE	"	75304	19568	.673	132		
					25203		
PREMIUM DISCOUNT	"	99992		13.5%	3402 CR		
DIVIDEND CREDIT	"	YOYO		13%	3276 CR		
					18525		

RAID
NOV 17 '80
Fort Bend County Auditor

General
1966.10

13

*Minimum Premium Applies

TSP - G.L. - 25203
A.L. - 20374

	Total Exposure		
Total Earned Premiums		29113	6439
Deposit and/or Reported Premiums		24136	5272
Additional Premiums		4977	1167
Return Premiums			
NET PREMIUM ADJUSTMENT		ADDITIONAL	6144
		RETURN	

PREMIUMS CALCULATED HEREON ARE SUBJECT TO REVISION AND APPROVAL BY THE HOME OFFICE

Form PRA-124-11 Printed in U. S. A.

19

THE HARTFORD

THE CONNECTICUT BANK & TRUST CO.
MAIN OFFICE HARTFORD, CONN.

HOME OFFICE

CASHIER'S NO. 1119148

DATE Oct. 20, 1980

THE HARTFORD INSURANCE GROUP 51,670.00

PAY $******51,670.00

IN FULL SETTLEMENT OF 1st, 2nd & 5th Retro. Adj. 1/8/75 - 1/8/80 61 (610010)

HARTFORD FIRE INSURANCE COMPANY
IMPREST ACCOUNT

TO THE ORDER OF Fort Bend County

Aw Rorke

⑈1119148⑈ ⑆011900571⑆ 1146591 0⑈

13

DEPARTMENT DIVISION OF RETRO

#1 - $7,337.14
#2 - $5,218.67
#3 - $7,492.15
#4 - $7,388.81
Drainage-$7,698.83
General-$16,534.40
$51,670.00

There being no further business the court adjourned at 11:10 o'clock A.M.

Judge E. Stavinoha
COUNTY JUDGE

ATTEST:
Pearl Ellett
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 1st day of December, 1980, 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 Precindt #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 November 24, 1980 as presented.

13

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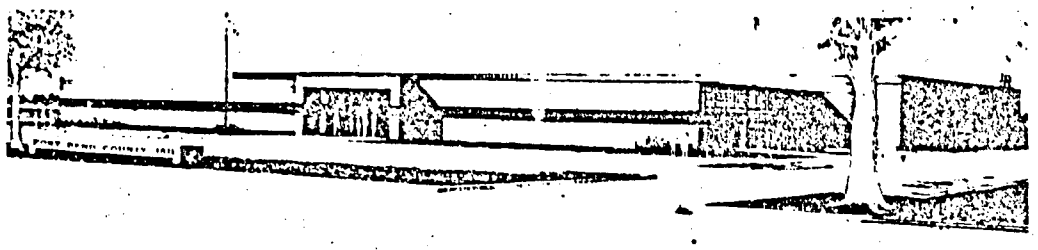
2 RE: LETTER OF RESIGNATION FROM LIEUTENANT T. O. BOCK WITH THE FORT BEND COUNTY SHERIFF'S DEPARTMENT:

County Judge Jodie Stavinoha read into the minutes of the court the following letter of resignation from Lieutenant T. O. Bock with the Fort Bend County Sheriff's Dept.:

STATE OF TEXAS COUNTY OF FORT BEND



ERVIN HURTA
SHERIFF

P.O. BOX 40
RICHMOND, TEXAS 77469

December 1, 1980

Hon. Jodie Stavinoha
County Judge
and
County Commissioners
Commissioners Court
Fort Bend County
Richmond, Texas 77469

Gentlemen:

This letter is to inform you that I am submitting my resignation as Fort Bend County Fire Marshall effective January 1, 1981. At the same time I am also submitting my resignation as Lieutenant with the Fort Bend County Sheriff's Department.

2

The reason for my resignation is that I will be joining the Staff of newly elected Sheriff Joe King of Brazoria County, Angleton, Texas.

I would like to say it was a high honor for you to appoint me as the First County Fire Marshall in Fort Bend County. I believe that we have a good program started and whoever you appoint to the position of Fort Bend County Fire Marshall gets the cooperation that I got. The office of the Fort Bend County Fire Marshall can be one of the best in the State.

I would especially like to thank all of the people of Fort Bend County for the help that I received, also would like to thank the members of the Fort Bend County Fire Departments, especially Tom Talasek of the Rosenberg Fire Department, and the members of the Rosenberg Fire Department.

I would like to also thank Butch Gore of the Richmond Police Department who was appointed Asst. County Fire Marshall, for the outstanding job he did in helping me get this program off the ground. I would further like to recommend that Butch Gore be appointed County Fire Marshall to be my replacement so that he can carry on the job that we got started.

Finally I would like to thank you Judge and you the County Commissioners for the support that you gave me in getting this program started. I want to assure you that I will continue to help you and the people of Fort Bend County in any way that I can, whether it be in the field of Law Enforcement or Arson Investigation. 13

Thanks again and best of luck to all of you in the coming New Year.

Sincerely,

T. O. Bock

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3 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no change in Depository Pledge Contracts.

---

4 RE: OPEN BIDS FOR HERBICIDE APPLICATION SYSTEMS FOR PRECINCT #1:

On Motion of Commissioner Johnnie Pustka, seconded by Commissiner Ed. H. Helwig, and duly passed, the court authorized the opening of bids for Herbicide application systems for precinct #1 be postponed for one week.

---

5 RE: CONSIDER BIDS OPENED AT PREVIOUS MEETINGS:

No Bids to be considered at this meeting.

---

6 RE: APPROVE REQUESTS FOR TRANSFER OF LINE ITEMS IN 1980 BUDGET:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the request for transfer of line litems in 1980 budget for Fort Bend County Library, District Attorney and Miscellaneous General. as follows:

6

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 1 day of December, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Johnnie Pustka seconded by Commissioner W. Lee Schmidt and duly carried by the following vote: 13

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Library DEPT.	FROM	TO	INCREASE (DECREASE)
Insurance	19,252.60	18,252.60	(1,000.00)
Utilities	17,700.00	18,700.00	1,000.00
Janitor Supplies	1,000.00	875.00	(125.00)
Stationery & Supplies	6,000.00	6,125.00	125.00

DATE: Dec 1 1980

DEPT HEAD: Lolli Stavinoha
Librarian

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

6

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 1 day of December, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Johnnie Pustka seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: ____

13

the following amendment (s) to said budget are hereby authorized:

District Attorney DEPT.	FROM	TO	INCREASE (DECREASE)
Law Books	$650.00	$1,029.54	$379.54
Postage	$1,300.00	$ 962.49	($337.51)
Stationery & Supplies	$3,050.00	$3,007.97	($ 42.03)

DATE: November 25, 1980

DEPT HEAD: WAM

THE COUNTY OF FORT BEND

BY: Jodie E. Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

4

6

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 1 day of December, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, be reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Johnnie Pustka seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES:

the following amendment (s) to said budget are hereby authorized:

DEPT.	FROM	TO	INCREASE (DECREASE)
MISCELLANEOUS GENERAL			
UNCLASSIFIED/UNCLASSIFIED	2000.00	1000.00	(1000.00)
AUTOPSY EXPENSE	23400.00	24400.00	1000.00

DATE: 12-1-80

DEPT HEAD: Joyce Templeton

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

5

7 RE: MR. LAWRENCE VACCARO: REQUESTING THE COUNTY TO ASSIST THE CITY OF STAFFORD IN RESURFACING SOME STREETS WITHIN THE CITY LIMITS OF STAFFORD:

Mr. Lawrence Vaccaro appeared before the court requesting that the County assist the City of Stafford with the overlaying of streets within the City Limits. The County would aid the city with labor and equipment, the City would pay for all material. The Interlocal Street Resurfacing Agreement is to be studied by the District Attorney and to be put on the agenda for the next court meeting.

---

8 RE: MR. ROBIN GREEN, BLUE RIDGE ASSOCIATES - USE OF DITCH RIGHT-OF-WAY FOR WATER LINE IN PRECINCT 3:

This item was cancelled by Mr. Robin Green, for this court meeting.

---

9 RE: ACCEPT PENNY LAKE ESTATES INTO THE COUNTY ROAD SYSTEM:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissioner Tony Jebbia, and duly passed, the court authorized to accept Penny Lake Estates into the County Road System. Field notes as follows:

13

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 60 FOOT WIDE ROAD BEING A PART OF A 139.0928 ACRE TRACT OF LAND BEING 10.5082 ACRES OUT OF A CALLED 50.98 ACRE TRACT RECORDED IN VOLUME 308, PAGE 344, FORT BEND COUNTY DEED RECORDS, AND 128.5846 ACRES OUT OF A 594.988 ACRE TRACT OF LAND IN THE J. S. O'CONNER LEAGUE, ABSTRACT 66, AND THE CHARLES BAIRD LEAGUE, ABSTRACT 6, FORT BEND COUNTY, TEXAS.

COMMENCING at an Iron Pipe found on the South Right-of-Way line of State Farm to Market Road 1952 for the upper Northwest corner of said 139.0928 Acre Tract, said point being located North 01 degree 03 minutes 40 seconds West 1463.65 feet from the common line of the J. S. O'Conner League, Abstract 66, and the Charles Baird League, Abstract 6, along the upper West line of said 139.0928 Acre Tract, said point also being in the North line of the aforementioned called 50.98 Acre Tract and being the Northeast corner of a certain called 125 Acre Tract;

THENCE North 89 degrees 23 minutes 12 seconds East along the South Right-of-Way line of F.M. Highway 1952, 292.87 feet to an Iron Pipe set for the Place of Beginning of the herein described 60 foot wide road;

THENCE South 01 degrees 03 minutes 40 seconds East, 1539.62 feet to an Iron Pipe set at the Point of Curvature of a curve to the left;

THENCE around said curve to the left having a central angle of 75 degrees 40 minutes 27 seconds and a radius of 94.374 feet, 124.65 feet to an Iron Pipe set at the Point of Tangency of said curve;

THENCE South 76 degrees 44 minutes 07 seconds East, 142.17 feet to an Iron Pipe set at the Point of Curvature of a curve to the right;

THENCE around said curve to the right having a central angle of 75 degrees 40 minutes 27 seconds and a radius of 98.747 feet, 130.42 feet to an Iron Pipe set at the Point of Tangency of said curve;

THENCE South 01 degree 03 minutes 40 seconds East, 1494.39 feet to an Iron Pipe set for corner;

9

THENCE South 89 degrees 39 minutes 51 seconds West, 1676.38 feet to an Iron Pipe set for corner;

THENCE South 00 degrees 20 minutes 09 seconds East, 60 feet to an Iron Pipe set for corner;

THENCE North 89 degrees 39 minutes 51 seconds East, 1666.76 feet to an Iron Pipe set at the point of intersection of said line with the arc of a curve having a radius of 50 feet;

THENCE around said curve having a central angle of 196 degrees 59 minutes 08 seconds and a radius of 50 feet, 171.90 feet to an Iron Pipe set at the point of intersection of said arc with the East line of the herein described 60 foot wide road;

THENCE North 01 degree 03 minutes 40 seconds West, 1484.77 feet to an Iron Pipe set at the Point of Curvature of a curve to the left;

THENCE around said curve to the left having a central angle of 75 degrees 40 minutes 27 seconds and a radius of 158.747 feet, 209.67 feet to an Iron Pipe set at the Point of Tangency of said curve;

THENCE North 76 degrees 44 minutes 07 seconds West, 142.17 feet to an Iron Pipe set at the Point of Curvature of a curve to the right;

THENCE around said curve to the right having a central angle of 75 degrees 40 minutes 27 seconds and a radius of 34.374 feet, 45.40 feet to an Iron Pipe set at the Point of Tangency of said curve;

THENCE North 01 degree 03 minutes 40 seconds West, 1539.15 feet to an Iron Pipe set in the South Right-of-Way line of State Farm to Market Road 1952 for corner;

THENCE South 89 degrees 23 minutes 12 seconds West along said South Right-of-Way line, 60 feet to the Place of BEGINNING and containing 7.1689 acres of land, more or less.

13

Charlie Kalkomey

Charlie Kalkomey, RPS
No. 1399
February 5, 1979

---

10 RE: AUTHORIZE TO ADVERTISE FOR BIDS FOR OFFICE BUILDING TO BE CONSTRUCTED IN PRECINCT 4:

On Motion of Commissioner Ed. H. Helwig, seconded by Commissiner Tony Jebbia, and duly passed, the court authorized to advertise for bids for an office building to be constructed in Precinct #4.

---

11 RE: MRS. KATHY NORVELL-BLACK - STATE BONDING FOR COUNTY TAX ASSESSOR-COLLECTOR:

This item was cancelled for this court meeting.

---

12 RE: EDEN CORP. - APPROVAL OF PLAT FOR KEEGANS WOOD, SECTION I IN PRECINCT 3:

No action taken. Postponed until next court meeting.

---

13 RE: ORDER CLOSING OF A PORTION OF A STREET IN FETTERLY'S SUBDIVISION NEAR FRESNO IN PRECINCT 3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the order discontinuing portion of street in Fetterley's Subdivision and abandoning the use of said protion for public road purposes.

Notice, Petition and Order of the Commissiners' Court as follows:

13

NOTICE

Notice is hereby given by the undersigned that they intend to make application to the Commissioner's Court of Fort Bend County, Texas, on or after the 1st day of December, 1980, being at least twenty (20) days after date of posting this notice, for an order discontinuing the below described portion of street in Fetterley's Subdivision in Fort Bend County, Texas, as a public road and abandoning its use for public road purposes, such portion of street in Fetterley's Subdivision being more particularly described as follows:

> Being all of the street in Fetterley's Subdivision of the Northeast 297 acres of the David Fitzgerald League, Abstract 25, Fort Bend County, Texas, according to the plat and dedication thereof dated May 8, 1908, recorded in Volume 42, Page 184 of the Deed Records of Fort Bend County, Texas, LESS AND EXCEPT the Easterly 2404 feet of said street located South of Lots 1, 4, 5 and 8 and North of Lots 2, 3, 6 and 7 of said Fetterley's Subdivision.

DATED this 30th day of October, 1980.

Allen R. Zinch
Robert Horton
Nelson T. Davies Jr.
Edward Allen Gerry
Mike Lebon
[illegible]
Maurice L. Melasson
Gilbert Martin
[illegible] Anderson
Monte Allen

Came to hand the 30 day of October, 1980, and executed by posting a properly executed true copy hereof at the Courthouse door of Fort Bend County, Texas, and at Post Office Fresno Tex and Tripps Grocery Arcola Tex which are two other public places in the vicinity of the route of said portion of street in Fetterley's Subdivision on the 10 day of November, 1980.

Thomas Dill

13.

COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS

PETITION

WHEREAS, the portion of street in Fetterley's Subdivision of the Northeast 297 acres of the David Fitzgerald League, Abstract 25, Fort Bend County, Texas, according to the plat and dedication of said subdivision dated May 8, 1908, recorded in Volume 42, Page 184 of the Deed Records of Fort Bend County, Texas, described hereinbelow has never been constructed or used for road purposes and has therefore been abandoned for public road purposes for more than seventy (70) years; and

WHEREAS, said portion of street in Fetterley's Subdivision hereinbelow described provides no benefit to the public; and

WHEREAS, the public interest would be better served in making this change by closing and discontinuing said portion of street in Fetterley's Subdivision and by abandoning the use of same for public road purposes: Now therefore

We, the undersigned, being free holders in the precinct in which the hereinbelow described portion of street in Fetterley's Subdivision is located, respectively request the Commissioner's Court of Fort Bend County, Texas, to grant an order discontinuing said portion of street in Fetterley's Subdivision hereinbelow described as a public road and abandoning its use for public road purposes, said portion of street in Fetterley's Subdivision being more particularly described as follows, to-wit:

> Being all of the street in Fetterley's Subdivision of the Northeast 297 acres of the David Fitzgerald League, Abstract 25, Fort Bend County, Texas, according to the plat and dedication thereof dated May 8, 1908, recorded in Volume 42, Page 184 of the Deed Records of Fort Bend County, Texas, LESS AND EXCEPT the Easterly 2404 feet of said street located South of Lots 1, 4, 5 and 8 and North of Lots 2, 3, 6 and 7 of said Fetterley's Subdivision.

DATED this 30th day of October, 1980.

3[illegible]13

ORDER OF COMMISSIONER'S COURT DISCONTINUING PORTION OF STREET IN FETTERLEY'S SUBDIVISION AND ABANDONING THE USE OF SAID PORTION FOR PUBLIC ROAD PURPOSES

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This, the 1st day of December, 1980, in regular order and at a regular meeting of the Commissioner's Court of Fort Bend County, Texas, came on to be heard and considered the matter of discontinuing the portion of street in Fetterley's Subdivision hereinbelow described in Fort Bend County, Texas, as a public road and abandoning its use for public road purposes, and

It appears to the Court, and the Court so affirmatively finds, by unanimous affirmative vote of all elected Commissioners that said petition presented to this Court on December 1, 1980, requesting such action was signed by at least eight (8) freeholders in the precinct in which such portion of road is desired to be discontinued, that said applicants have given at least twenty (20) days notice by written advertisement of their intended application posted up at the Courthouse door of Fort Bend County, Texas, and at two (2) other public places in the vicinity of the route of said road, that the public interest will be better served in closing and discontinuing said road and by abandoning the use of it for public road purposes, that said request is proper and should be approved, it is, therefore, upon motion made by Commissioner Tony Jebbia and seconded by Commissioner Ed. H. Helwig and duly passed by unanimous affirmative vote of all elected Commissioners,

ORDERED AND DECREED by said Commissioner's Court of Fort Bend County, Texas, that said portion of street in Fetterley's Subdivision located in Fort Bend County, Texas, described as follows:

> Being all of the street in Fetterley's Subdivision of the Northeast 297 acres of the David Fitzgerald League, Abstract 25, Fort Bend County, Texas, according to the plat and dedication thereof dated May 8, 1908, recorded in Volume 42, Page 184 of the Deed Records of Fort Bend County, Texas, LESS AND EXCEPT the Easterly 2404 feet of said street located South of Lots 1, 4, 5 and 8 and North of Lots 2, 3, 6 and 7 of said Fetterley's Subdivision and LESS AND EXCEPT the Westerly portion of said street located West of Lots 25 and 26 of said Fetterley's Subdivision

is hereby discontinued as a public road and its use for public road purposes is hereby abandoned.

IN WITNESS WHEREOF, said Commissioner's Court of Fort Bend County, Texas, has caused this Order to be entered on its minutes and to be hereby executed by Jodie Stavinoha, County Judge of Fort Bend County, Texas, this 1st day of December, 1980.

COMMISSIONER'S COURT OF
FORT BEND COUNTY, TEXAS

By: Jodie Stavinoha
Jodie Stavinoha,
County Judge

14 RE: APPROVAL OF ROAD PLAN FOR ONE OAK CHASE SUBDIVISION IN PRECINCT #3:

Postponed until another court meeting.

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15 RE: ABANDONMENT OF AN EASEMENT IN OYSTER CREEK COUNTRY SUBDIVISION IN PRECINCT #3:

Postponed until another court meeting.

---

16 RE: ACCEPT A PORTION OF RENOVATED COUNTY CLERK'S OFFICE IN THE COURTHOUSE:

On Motion of Commissioner Ed. H.Helwig, seconded by Commissioner W. Lee Schmidt, and duly passed, the court ordered to accept the portion of renovation of the County Clerk's office in the Courthouse, subject to the punch list to be completed, as follows:

CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: (name, address) Ft. Bend County Courthouse
Richmond, Texas

ARCHITECT: Ray B. Bailey Architects, Inc.

ARCHITECT'S PROJECT NUMBER: 7901

TO (Owner)

Ft. Bend County

CONTRACTOR: Meyerson Construction Co.
CONTRACT FOR: Renovation and Restoration

CONTRACT DATE: February 11, 1980

DATE OF ISSUANCE: December 1, 1980

PROJECT OR DESIGNATED AREA SHALL INCLUDE:

County Clerk's Office 119, County Clerk 124, Staff Toilet 120, Reproduction 121, Storage 122, and Mechanical Room 123.

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as December 2, 1980 which is also the date of commencement of all warranties and guarantees required by the Contract Documents.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is appended hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Ray B. Bailey Architects, Inc. — ARCHITECT
BY [signature] — DATE 1 Dec 1980

The Contractor will complete or correct the Work on the list of items appended hereto within Eleven (11) days from the above Date of Substantial Completion.

Meyerson Construction Co. — CONTRACTOR
BY _____ — DATE _____

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 8:00 a.m. (time) on December 2, 1980 (date).

Fort Bend County — OWNER
BY [signature] C.C. 12/1/80 — DATE

The responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance shall be as follows:
(NOTE — Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage)

The owner (Ft. Bend County) shall assume all responsibilities for maintenance, utilities and insurance in the areas certified substantially complete.

16

Ray B. Bailey-Architects, Inc. 4801 South Shepherd, Suite 100 Houston, Texas 77098 Telephone 713 524-2155

Fort Bend County Courthouse
County Clerk's Office
Punch List - Substantial Completion

November 26, 1980

ITEMS TO BE COMPLETED AS SOON AS POSSIBLE:

1. Replace temporary light fixtures at County Clerk 119 with specified type "K" fixtures.
2. Replace temporary light fixtures at County Clerk 124 with specified type "B" fixtures.
3. Install specified weatherstripping at windows.
4. Complete installation of fabric and base at low partition in County Clerk 119.

ITEMS TO BE COMPLETED ON OR BY DECEMBER 12, 1980:

1. Install rubber base at front counter.
2. Complete installation of receptacle and cover plate for copy machine at Storage 122.
3. Complete installation of receptacle and cover plate for Itek machine at Reproduction 121.
4. Patch, re-texture and re-paint areas at exposed beam where acoustical plaster has been knocked off.
5. Install brass cover plates at existing floor outlets.
6. Re-attach expansion joint cover at columns and walls.
7. Install cover plates at new receptacles where missing.
8. Re-attach rubber base where it is loose.
9. Clean up all joints in plastic laminate at front counter.
10. Install filler panels at front counter after equipment is installed.
11. Clean cabinet fronts on millwork in Reproduction 121.
12. Replace broken glass lite at window 129.
13. Adjust glass setting block at tempered glass window at entry to County Clerk 119.

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17 RE: APPROVE REVISION OF A REVISED ORDER REGULATING THE LAYING, CONSTRUCTION, MAINTENANCE AND REPAIR OF CABLES, CONDUITS AND POLE LINES, IN, UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES IN FORT BEND COUNTY UNDER THE JURISDICTION OF THE COMMISSIONERS COURT OF FORT BEND COUNTY:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the revised order regulating the laying, construction, maintenance and repair of cables, conduits and pole lines, in, under, across or along roads,

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streets, highways and drainage ditches in Fort Bend County under the jurisdiction of the Commissioners Court of Fort Bend County, as follows:

A REVISED ORDER REGULATING THE LAYING, CONSTRUCTION, MAINTENANCE AND REPAIR OF CABLES, CONDUITS, AND POLE LINES IN UNDER, ACROSS OR ALONG ROADS, STREETS, HIGHWAYS AND DRAINAGE DITCHES IN FORT BEND COUNTY, TEXAS, UNDER THE JURISDICTION OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS }
}
COUNTY OF FORT BEND }

On this the 1st day of December, 19 80, upon motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig, duly put and carried,

IT IS ORDERED that all cables, conduits and pole lines, in, under, across or along all County roads, streets, highways, and/or drainage ditches in Fort Bend County, Texas under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, owned and/or operated by any person, firm, limited partnership, joint stock association, or corporation claiming the right to make use of certain lands for the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines, shall henceforth be laid and/or constructed and/or maintained and/or repaired under the following regulations and provisions.

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I.

That said cable, consuit or pole line shall not be laid, constructed, maintained and/or repaired in, under, across or along such County roads, streets, highways and/or drainage ditches in any manner which involves disturbing the soil prior to:

(1) payment of Twenty-Five Dollars (25.00) inspection fee for each application, an example of which is attached hereto. Payment should be made as follows: Fort Bend County.

(2) furnishing to the County Engineer of Fort Bend County, Texas, upon the application form herein adopted by the Commissioners Court, an example of which is attached hereto, which when completed shall show the following information:

a. The name of the County road, street, highway and/or drainage ditch which will be affected by such cable, conduit and/or pole line laying, construction, maintenance and/or repair.

b. Map or plat reflecting the course and direction of such cable, conduit and/or pole line, through Fort Bend County, Texas, as it affects the County roads, streets, highways and drainage ditches of Fort Bend County, Texas.

17.

c. Detailed plans and specifications for the construction, maintenance and/or repair of such cable, conduit and/or pole line, in, under, across or along any County road or ditch right of way, such plans and specifications to reflect the depth at which such facilities are to be laid, constructed, maintained and/or repaired along and/or across such County road or ditch right of way and other information necessary to reflect accurately the manner in which such facilities will be constructed, maintained and/or repaired in, under, across or along such County road or ditch right of way.

d. An affidavit executed by the person, or by a partner or officer of the firm, limited partnership, joint stock association or corporation claiming the right to lay its cables, conduits and/or pole lines, through, under, along, across and over County roads, streets and/or highways, drainage ditches, stating the statute or statutes by article number as they appear in Vernon's Texas Civil Statutes, under which he or it has the right to lay its cables, conduits and/or pole lines through, under along, across and/or over County roads, streets and/or highways, drainage ditches. Only one such affidavit is necessary and it shall be filed in the office of the County Clerk of Fort Bend County and Ex Officio Clerk of the Commissioners Court of Fort Bend County.

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(2) A separate application must be filed for each work site.

II.

Property hereby affected shall not be entered upon for the purpose of laying, construction, maintenance and/or repair of any cable, conduit or pole line which involves the disturbance of the soil, until detailed plans describing such laying, construction, maintenance and/or repair have been submitted and reviewed by the County Engineer and Commissioners Court on the said prescribed form.

17.

III.

No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired in such a manner as to interfere with the construction, maintenance and/or repair of the County road, roadbed, ditches or right of way in, over, across or along which such cable, conduit and/or pole line is laid, constructed and/or maintained and in the event it shall develop that any such cable, conduit or pole line interferes in any manner with the construction, maintenance and/or repair of any County road or ditch in, under, across or along which it is laid, constructed and/or maintained because of the depth or location at which such cable, conduit and/or pole line has been laid, constructed or maintained because of the widening, improving, maintaining and/or repairing of such County road, roadbed, or ditches, for reasons of public safety and welfare, upon request of the County Engineer such cable, conduit and/or pole line shall be changed or altered promptly within the existing right of way by the owner and/or operator of such cable, conduit and/or pole line in such a manner as to interfere no longer with such construction, maintenance, repair or the safety of the traveling public, and the owner and/or operator of such cable, conduit and/or pole line shall, if demand therefor is made by the Commissioners Court of Fort Bend County, bear all the cost and expense of such change or alteration.

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IV.

No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired in such a manner as to interfere with use of, or obstruct, any County road for the purpose of vehicular and pedestrian traffic, or so as to interfere with or obstruct any drainage on or along such road, and no such cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired in such a manner as to constitute a danger or hazard of any kind to persons or vehicles using such road, or shall any cable, conduit and/or pole line be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard to the public property within the boundaries of the right of way of said County road, or to the maintenance thereof by County employees. Owner and/or operator of such cable, conduit and/or pole line must provide flagmen, signs, signals or devices necessary to provide complete safety to the public.

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V.

Any damage whatsoever to any County road, roadbed, ditches or other structures on or in the County road or ditch right of way caused by reason of the laying, construction, maintenance and/or repair of any cable, conduit and/or pole line, in, under, across or along any such County road or ditch right of way shall be repaired immediately and restored to the condition that such County road, roadbed, ditches or other structures on or in such right of way was in before the damage took place, such repairing and restoration to be at the sole cost and expense of the owner of operator of such cable, conduit and/or pole line.

VI.

All underground cables and/or conduits that cross improved County roads shall be either jacked, tunneled, bored or driven under the road for full width of the road. County roads, as herein used, are defined as that portion of the road and shoulder lying between the front slope of each curb and includes all roads within Fort Bend County except State and Federal roads. All conduits shall be encased for full width of the County road right of way. In the event that the County road right of way is widened at this location the existing conduit laid under the provisions of this application shall be encased for the total additional right of way width at the sole cost and expense of the owner or operator of such conduit. A separate application must be filed for this additional casing work.

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All underground cables and/or conduits that cross County roads shall be installed at the greater of two following depths: At least four (4) feet below the crown of the road or two (2) feet below the bottom of the ditches on each side of such County road; such distances to be measured from the top of such cable or conduit to the bottom of the road ditches or the crown of the road as the case may be; provided, however, in particular instances where it is determined by the County Engineer that a greater depth for a particular cable or conduit should be required due to the location or size of same, or other reason of public safety or necessity, such cable or conduit shall be laid at such greater depth as may be required by the County Engineer.

On curb and gutter sections, all underground cables and/or conduits that cross County roads shall be installed at a minimum of two (2) feet below the bottom of the slab at the gutter; such distance to be measured from the top of such cable or conduit to the bottom of the slab at the gutter; provided however, in particular instances where it is determined by the County Engineer that a greater depth is required, such

conduit shall be installed at the depth required by the County Engineer.

All underground cables and/or conduits that cross County drainage ditches shall be installed at a depth of three (3) feet below the ultimate channel depth. The ultimate channel depth is determined by the County Engineer.

VII.

All underground cables and/or conduits laid, constructed, maintained and/or repaired parallel to and within the right of way of any County road shall be laid, constructed, maintained and repaired at a distance of not less than four (4) feet from the edge of the portion of road considered as normal traveling surface, to the nearest side of such cable or conduit; and when possible all underground cables and/or conduits shall be laid, constructed, maintained and repaired in the area considered as the front slope of the ditch. These underground installations shall be at such depth so as to provide a minimum of two (2) feet of cover above the top of the buried structure.

On curb and gutter sections, all facilities paralleling the road shall be behind the curb and gutter.

VIII.

In all cases where dirt is piled along side of a trench cut for laying, construction, maintenance and/or repair of cables, conduits and/or pole lines parallel with a County road, weep holes shall be dug through such piles of dirt in order that water may drain from the roadbed and shoulders to the road ditches. Such weep holes shall be dug through such piles of dirt at intervals not exceed two hundred (200) feet along such parallel construction, and at all swags or low places in the roadbed of such County road. Such weep holes shall be dug to a depth of six (6) inches below the shoulder of such County road and shall be dug for a width of twelve (12) inches, and such weep holes shall be dug through the piles of dirt, or to such an elevation that the bottom of the weep holes will discharge its water into road ditch. Such weep holes must be maintained free of obstructions until construction is completed and trench backfilled, tamped and leveled true to the original grade. If weep holes have not been properly constructed or maintained, operations shall cease until same are corrected.

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IX.

When installation of any cable or conduit within County right of way requires the digging of pits or trenching to such depth that the repose angle created with respect to the edge of the traveling surface of the road exceeds 33 deg. 41 min. 24 sec. (1-½: 1 slope), the owner and/or operator shall at its own expense furnish the County Engineer with soil testing laboratory reports indicating if sheeting is required to safely preserve the road. If reports indicate sheeting is required at various areas or for the entire length of trench, it shall be installed by owner and/or operator at no expense to Fort Bend County.

Spacing for soil tests shall be at one thousand (1000) feet intervals unless soil indicates tests should be made at shorter intervals or as directed by the County Engineer.

X.

At least forty-eight (48) hours before commencing laying, construction, maintenance and/or repair of any cable, conduit and/or pole line, in, under, across or along any County road or ditch which involves disturbance of the soil, written notice of the time such laying, construction, maintenance and/or repair shall commence shall be given to the County Engineer of Fort Bend County and to the appropriate Commissioner in order that he might supervise and inspect such laying, construction, maintenance and/or repair; provided however, that in cases of emergency requiring immediate maintenance or repair of any cable, conduit and/or pole line, such notice may be given to the County Engineer orally prior to any such emergency maintenance and/or repair.

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XI.

Excavated spaces shall be backfilled within forty-eight hours of completion of work. All excess excavation material shall be removed from the work site at the end of each day. Open trench area shall be confined to no more than can be backfilled and compacted in ten (10) inch lifts at the end of each work day. No trench shall be left open overnight. Backfill material shall be free from large or frozen lumps, wood or other extraneous material. The backfill shall be placed in uniform layers not exceed ten (10) inches depth (loose measurement) and each layer thoroughly compacted to the comparable density of the surrounding area and to the satisfaction of the County Engineer.

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XII.

Any pole line parallel to the road shall be constructed with the poles set no further than one (1) foot from the right of way line. Any deviation must have the written approval of the County Engineer.

XIII.

All overhead road crossings shall be constructed and maintained in accordance with applicable provisions of the National Electrical Safety Code (NESC).

XIV.

Maintenance and/or repair (other than emergency) on existing or hereafter existing cables, conduits and/or pole lines that lie within County right of way, and which requires disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer.

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XV.

All existing and hereafter existing underground road crossings shall be clearly and permanently marked on each side of the right of way, with warning signs indicating owner and type of installations, where practicable.

XVI.

Any person, firm, limited partnership, joint stock association or corporation claiming the right to make use of certain Fort Bend County lands and/or road or ditch right of ways for the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines as used herein, any officer, agent, employee or contractor of any such person, firm limited partnership , joint stock association or corporation, or any officer, agent or employee of any such contractor, violating any one or more of the above regulations and provisions set forth herein shall be deemed to be in contempt of this Court, and shall be called to show cause before this Court why he or it should not be held in and punished for contempt for his or its conduct in violation of this order and regulations of this Court.

Upon receipt of a legitimate complaint that any one or more of the above regulations and provisions has been violated the County Engineer must inspect the site of the alleged violation.

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A fee of $25.00 for the initial inspection following a complaint and for each subsequent inspection necessary to rectify the violation must be paid. Payment should be made as follows: FORT BEND COUNTY.

XVII.

If any provision, section, subsection, sentence, clause or phrase of this order, or the application of same to any person, firm, limited partnership, joint stock association, or corporation, or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this order or their application to other persons, firms, limited partnerships, joint stock associations, or corporations, or set of circumstances, shall not be affected thereby, it being the intent of the Commissioners Court of Fort Bend County, Texas, in ordering these regulations and provisions that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation, and to this end, all provisions of this order are declared to be separable.

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XVIII.

Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method, and in this event all such equipment shall be of the rubber tire variety.

XIX.

Evidence of review by the Commissioners Court should be kept on the jobsite at all times and failure to do so constitutes grounds for job shutdown.

XX.

A bond payable to Fort Bend County, as provided in subparagraphs (1) or (2), shall accompany "Notice of Proposed Cable, Conduit and/or Pole Line Activity within Fort Bend County Road or Ditch Right of Way" unless one perpetual bond is executed as provided for in subparagraph (3).

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(1) A bond with two good and sufficient personal sureties, a corporate surety bond, or a personal bond, if acceptable to the Commissioners Court of Fort Bend County, Texas, acting in its sole discretion upon proof being furnished to the satisfaction of said Court as to the financial responsibility of the owner or operator desiring to make such crossing and/or crossings, for each crossing of such cable, conduit and/or pole line over a County road or ditch right of way or for each one mile or part of one mile such cable, conduit and/or pole line runs parallel with and within the boundaries of such County road or ditch right of way.

(2) In the event the laying, construction, maintenance and/or repair of one continuous cable, conduit and/or pole line is to be made in, over, across and along several County road or ditch rights of way, one such bond covering all laying, construction, maintenance and/or repair of such cable, conduit and/or pole line in, under, across, or along the several County road or ditch rights of way affected by such continuous cable, conduit and/or pole line laying, construction, maintenance, and/or repairs.

(3) One perpetual bond, executed solely by such authorized owner or operator, if acceptable to the Commissioners Court of Fort Bend County, Texas, acting in its sole discretion upon proof being furnished to the satisfaction of said Court as to the financial responsibility of such authorized owner or operator; such perpetual bond to cover all cables, conduits and/or pole lines thereafter laid, constructed, maintained and/or repaired by such authorized owner or operator in under, across or along any County road or ditch in Fort Bend County, Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas.

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The amount and terms of each of the above bonds to be determined by the Commissioners Court of Fort Bend County, Texas, or the County Engineer of Fort Bend County, Texas, and each of the bonds to be conditioned that the cables, conduits and/or pole lines covered thereby

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be laid, constructed, maintained and repaired so as to comply with the herein established minimum requirements and conditions for such laying, construction, maintenance and repair of such cables, conduits and/or pole lines, in, under, across, and along such County road or ditch right of way.

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THE STATE OF TEXAS)
(
COUNTY OF FORT BEND)

I, PEARL ELLETT, County Clerk and Ex Officio Clerk of the Commissioners Court, do hereby certify that the above and foregoing is a true and correct copy of an order made and entered by the Commissioners Court in regular session, on this _____ day of _____, 19 _____, as it appears on record in the Minutes of said Court, Volume _____, page _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19 ____.

PEARL ELLETT, County Clerk and
Ex Officio Clerk of Commissioners
Court of Fort Bend County, Texas

By _____
Deputy

17

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted In Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that _____ proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along across the right of way of a County road or ditch within Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line to Cross Following County Roads and/or Ditches
(Check Type of Construction)

Road or Ditch Name	Distance & Direction From Nearest Instersection	Length of Crossing	Type of Construction			
			Bored	Jacked	Driven	Cased

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Cable, Conduit and/or Pole Line To Parallel Following County Roads and/or Ditches Within Right Of Way

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

General Description

_____

_____

_____

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the _____ day of _____, 19___, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes.

NOTICE

Notify building inspection section 48 hours in advance of construction.
Receptionist - 342-2863

Violation of this requirement shall constitue grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: _____
AGENT and/or
OWNER (accessible 24 hrs/day, 7 days/week:

_____
Signature

NAME & TITLE _____
Please Print

DATE:
ADDRESS: _____
Street/P. O. Box

_____
City State Zip

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TELEPHONE NO:

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REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this _____ day of _____, 19 ___, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of _____ _____, dated _____, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the _____ day of _____, 19___, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes.

Upon Motion of Commissioner _____, seconded by Commissioner _____, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY _____
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume ___ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY _____
DEPUTY

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

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18 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 Commissiners' Court in person in December (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 1:45 o'clock P.M.

Judge E. Stavenhagen
COUNTY JUDGE

ATTEST: Pearl Ellett
COUNTY CLERK

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Add'l

FORT BEND COUNTY
COUNTY BOND REPORT
NOVEMBER 1980

FBC ROAD DISTRICT NO 4 SERIES 1940 BONDS

Outstanding 11-1-80 - - - - - - - - - - -$50.00
2 Interest Coupons No. 77 off Bonds
156 and 157 @ $25.00 $50.00

FBC ROAD DISTRICT NO. 8 SERIES 1927 BONDS

Outstanding 11-1-80 - - - - - - - - - - -$110.00
4 Interest Coupons No. 59 off Bonds
210, 212, 214, 216 @ $27.50 $110.00

FBC LIMITED TAX JAIL BUILDING BONDS SERIES 1979

Outstanding 11-1-80 - - - - - - - - - - -None

FBC COURTHOUSE IMPROVEMENT CERTIFICATE OF OBLIGATION SER. 1980

Outstanding 11-1-80- - - - - - - - - - - None

FORT BEND
COUNTY BOND STATEMENT
NOVEMBER 1980

No Cancelled Bonds nor Coupons received during November 1980.

Add 2

FORT BEND COUNTY
COUNTY BOND REPORT
DECEMBER, 1980

FBC ROAD DISTRICT NO 4 SERIES 1940 BONDS

Outstanding 12-1-80 ----------$50.00
2 Interest Coupons No. 77 off Bonds
166 and 167 @ $25.00 $50.00

FBC ROAD DISTRICT NO. 8 SERIES 1927 BONDS

Outstanding 12-1-80---------- $110.00
4 Interest Coupons No. 59 off Bonds
210, 212, 214, 215 @ $27.50 $110.00

FBC LIMITED TAX JAIL BUILDING BONDS SERIES 1979

Outstanding 12-1-80---------- None

FBC COURTHOUSE IMPROVEMENT CERTIFICATE OF OBLIGATION SER. 1980

Outstanding 12-1-80 ---------- None

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Add 2

FORT BEND COUNTY

BOND STATEMENT

DECEMBER 1980

NO CANCELLED BONDS NOR COUPONS RECEIVED DURING THE MONTH OF DECEMBER 1980.

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REGULAR SESSION

THE STATE OF TEXAS)
COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 8th day of December, 1980, 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 Precindt #4

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

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1 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 December 1, 1980 as presented.

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2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

There were no changes in Depository Pledge Contracts.

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3 RE: OPEN BIDS FOR THE FOLLOWING: (1) HERBICIDE APPLICATION SYSTEMS FOR PRECINCT #1 AND (2) TRAFFIC SIGNS FOR PRECINCTS 2 & 4:

The court opened bids for Herbicide application systems for Precinct 1 and Traffic signs for Precindts 2 & 4. Bids to be studied and accepted at another court meeting.

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4 RE: CONSIDER BIDS OPENED AT PREVIOUS MEETING:

No bids to be considered at this court meeting.

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5 RE: COMMISSINER JOHNNIE PUSTKA - ENTERING CONDEMNATION AGAINST SANTA FE RAILROAD FOR A ROAD CROSSING ON LOCKWOOD ROAD IN PRECINCT #1:

This was postponed until another court meeting.

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6 RE: APPROVE REQUESTS FOR TRANSFER OF LINE ITEMS IN 1980 BUDGETS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the requests for transfer of line items in 1980 budgets for the following;

1. Tax Department
2. Ambulance Service
3. County Court at Law
4. Health Unit
5. District Clerk
6. 240th District Court
7. Agriculture and Livestock
8. Constable Precinct #1

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 8 day of December 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

DEPT.	FROM	TO	INCREAS (DECREAS
Jury Dept (Salaries)	274,459.80	273,789.80	(670.00) Decrease
(Teleprinter)	5,175.00	5,845.00	670.00 Increase

DATE: 12-5-80

DEPT HEAD: Betty J. Hanzelka

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct.

Ed. Helwig, Comm. Pct.

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 8 day of December 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Ambulance DEPT.

	FROM	TO	INCREASE (DECREASE)
Salary: Drivers And Mechanic	264,094.82	266,694.82	2,600.00
County Portion Insurance	20,616.90	18,016.90	(2,600.00)
Utilities	2,300.00	2,453.71	153.71
Office Supplies	750.00	596.29	(153.71)
County Portion Retirement	22,318.62	21,118.62	(1,200.00)
Salary: Secretary	7,904.09	7,273.19	(630.90)
Transfer to Sheriff's Dept.			1.830.90

DATE: 12-4-80

DEPT HEAD: Robert Douglas

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

6

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 8 day of December, 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

13

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

COUNTY COURT AT LAW DEPT.	FROM	TO	INCREASE (DECREASE)
Postage	$200.00	$ 45.00	($155.00)
Law Books	750.00	515.69	(234.31)
Atty. Ad Litem	7,500.00	6,930.00	(570.00)
Mental Illness - Court Costs	1,000.00	673.00	(327.00)
Conferences	500.00	450.00	(50.00)
Mental Illness - Expert Witness	2,425.00	3,714.00	1,289.00

DATE: December 3rd 1980

DEPT HEAD: Pearl Ellett

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

6

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 8 day of December, 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

DEPT.	FROM	TO	INCREASE (DECREASE)
Health Unit			
Janitors Supplies	1,200.00	1250.00	50.00
X Rays	450.00	400.00	(50.00)

DATE: 12-3-80

DEPT HEAD: W E Culpepper

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 8 day of Dec, 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

13

AYES: 4

NAYES:

the following amendment (s) to said budget are hereby authorized:

DISTRICT CLERK DEPT.	FROM	TO	INCREASE (DECREASE)
~~County Portion Insurance~~	8,479.28	7,779.28	(700.00)
Stationary & Supplies	10,185.00	10,885.00	700.00

DATE: December 3, 1980

DEPT HEAD: Irene Wieczyk

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 8th day of December, 1980, at a Regular session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

240 th Dist Court DEPT.

	FROM	TO	INCREAS (DECREAS
Petit Jurors	20,000.00	23,000	3,00000
Transcripts	25,000.00	22,000	(3,00000)
Grand Jury Bailiffs	1,000.00	1,050	50.00
Administrative Assessment	1,500.00	1,450.00	(50.00)
Psychiatric Exams	3,000.00	4,035.00	1,035.00
Special District Judges	1,000.00	125.00	(875.00)
Unclassified	1,296.92	1,136.92	(160.00)

DATE: 12/8/80

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

_____
Johnnie Pustka, COmm. Pct. 1

_____
W. Lee Schmidt, Comm. Pc

_____
Tony Jebbia, Comm. Pct.

_____
Ed. Helwig, Comm. Pct.

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6

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 8th day of December, 1980, at a Regular session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES:

the following amendment (s) to said budget are hereby authorized:

	FROM	@ TO	INCREAS (DECREAS
Agriculture and Livestock DEPT.			
Telephone	$3532.00	$3567.91	+35.91
Utilities	$2225.00	$2189.09	(-35.91)

DATE: Decenber 5, 1980

DEPT HEAD: P. Johnnie Cooper

THE COUNTY OF FORT BEND

BY: JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pc

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct.

Ed. Helwig, Comm. Pct.

13

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 8 day of Dec, 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

CONST PCT 1 DEPT.	FROM	TO	INCREASE (DECREASE)
EXP TO COUNTY CARS	4906.00	4820.24	-(85.76)
SUPPLIES & POSTAGE	550.00	635.76	- 85.76

DATE: 12-5-1980

DEPT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: [signature]
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct.

Ed. Helwig, Comm. Pct. 4

7 RE: APPROVE REUQEST FOR TRANSFER OF LINE ITEMS IN 1980 BUDGET AND AMENDMENT TO BUDGET FOR THE FORT BEND COUNTY SHERIFFS' DEPARTMENT:

On Motion of Commissioner Tony Jebbia, seconded by Commissiner W. Lee Schmidt, and duly passed, the court approved the request for transfer of line items in 1980 budget and amendment to budget for the Fort Bend County Sheriffs Department as follows:

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 8 day of Dec, 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES:

the following amendment (s) to said budget are hereby authorized:

DEPT.	FROM	TO	INCREAS (DECREAS
Groceries	52,463.06	55,726.49	3,263.43
Teletype	4,500.00	1,236.57	(3,263.43)
Groceries	55,726.49	56,707.33	980.84
Postage	4,000.00	3,019.16	(980.84)
Jail Maintainance - Bedding & Laundry	2,500.00	2,646.15	146.15
" " - Clothing	2,000.00	1,853.85	(146.15)
" " Bedding & Laundry	2,646.15	2,646.65	.50
" " Unclassified	200.00	199.50	(.50)

DATE: Dec. 4, 1980

DEPT HEAD: Corrin Pustka, Sheriff

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pc

13

7

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 8 day of December, 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Sheriff DEPT.	FROM	TO	INCREA (DECREAS
Janitor Supplies	$3,500.00	4,100.00	$600.00
Jail Maintainance - Repairs & Replacements	3,500.00	2,900.00	(600.00)
Expense - County Cars	168,000.00	169,215.45	1,215.45
Jail Maintainance - Repairs & Replacements	2,900.00	1,684.55	(1,215.45)
Expense - County Cars	169,215.45	169,850.45	635.0
Educational Allowance	800.00	165.00	(635.00)

13

DATE: Dec. 4, 1980

DEPT HEAD: Erwin Hurta Sheriff

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pc

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct.

Ed. Helwig, Comm. Pct.

$1,830.90 to Expense to County Cars from Ambulance Service
169,850.45 - Exp Co. Cars.
171,681.35 - Total Exp. to Co. Cars

8 RE: APPROVE REQUEST FOR TRANSFER OF LINE ITEMS IN 1980 BUDGET FOR ROAD & BRIDGE PRECT. #4:

On Motion of Commissiner Ed. H. Helwig, seconded by Commissiner Tony Jebbia, and duly passed, the court approved the request for the change of line items in 1980 budget for Road & Bridge Precinct #4, as follows:

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 8 day of December, 1980, at a Regular Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Ed H. Helwig seconded by Commissioner Tony Jebbia and duly carried by the following vote:

AYES: 4

NAYES:

the following amendment (s) to said budget are hereby authorized:

Fort Bend County DEPT.Pct.#4	FROM	TO	INCREASE (DECREASE)
Wages (R&B)	381286.90	376286.90	(5,000.00)
Repairs/Parts Shop/Supplies (R&B)	20000.00	25000.00	5,000.00
Tresspassing(30¢)	5000.00	3000.00	(2,000.00)
Repairs/Parts Shop/Supplies	74352.00	76352.00	2,000.00

DATE:

DEPT HEAD:

THE COUNTY OF FORT BEND

BY: Jodie E. Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

13

12

9 RE: MR. BILL MEITZEN, DISTRICT ATTORNEY - REPORT ON CITY OF STAFFORD'S REQUEST FOR THE COUNTY TO ASSIST IN RESURFACING SOME STREETS WITHIN THE CITY LIMITS OF STAFFORD:

On Motion of Commissioner Tony Jebbia, seconded by Commissiner Ed. H. Helwig, and duly passed, the court approved the contract with the City of Stafford with the request for the County to assist in resurfacing some streets within the city limits of Stafford. The wording in the contract to be changed in Section II from shall to may. Contract as follows:

INTERLOCAL STREET RESURFACING AGREEMENT

WHEREAS, the City of Stafford and Fort Bend County, Texas have various common streets which connect into the County road system and City streets; and

WHEREAS, certain streets being so segmented that they lie partly in the City and partly in the County creating difficulty in street and drainage maintenance by both the City and the County; and

WHEREAS, V.A.T.S. Article 4413 (32c) Interlocal Cooperation Act authorized cities and counties to enter into contracts for mutual benefits for governmental functions such as road, street, and drainage repair and maintenance;

NOW, THEREFORE, in order to more readily and economically maintain and repair said streets and drainage ditches, the City of Stafford and Fort Bend County have entered into the following street resurfacing maintenance agreement.

NOW comes the City of Stafford, Texas (hereinafter called Stafford) and Fort Bend County, Texas (hereinafter called County), political subdivisions of this state, and for the covenants and terms hereinafter stated do mutually agree that:

SECTION I

Streets and ditches to be resurfaced by the City of Stafford and Fort Bend County:

STREET	FROM	TO
1. Craven Road	Stafford-Bellaire Riceville School Road	Missouri City City Limits
2. Stafford Road	Texas Loop 294 (North Main)	North City Limits
3. Staffordshire Road	U.S. 90-A (South Main)	Fifth Street

13

SECTION II
TERMS

The County ~~shall~~ may furnish machinery, equipment, and labor for resurfacing streets. The City of Stafford shall furnish equipment, labor, and material to augument the resurfacing junction by ~~prepaying~~ preparing the base material and existing surface for the County to resurface.

SECTION III
DUE DILIGENCE

Each City and County shall make every practical effort to maintain a work schedule of service in a reasonable and prudent manner as would be performed in respect to other streets in their respective City and County. Weather conditions shall be a factor in determining the timing of repairs or maintenance.

13

SECTION IV
DAMAGE TO STREETS OR DRAINAGE, STREET CUTTING

(A.) The City shall be responsible for cooperating in policing traffic and load limits upon its respective portions of streets within it's boundaries so as to prevent damage to surface and road base.

(B.) In the event it is necessary for any utility district, contractor, individual, firm, or public entity to cut the surface or base, either bisecting or laterally along the shoulder or right-of-way, the person or persons shall first acquire written permission to do so from each appropriate party authority and shall furnish proof of guarantee to restore the street and/or drainage to as near the pre-existing condition as practical.

SECTION V
LIABILITY AND INDEMNITY

(A.) The City and County shall take appropriate measures when undertaking repair of any nature so as to provide for adequate traffic control, safety warning device placement and placement of emergency marking of hazard in case repairs are delayed.

(B.) The City and County shall be solely responsible for payment for contracted work and materials used in meeting their re-

spective obligations under this agreement and agree to reimburse the other for any cost arising out of claims against either by means of nonpayment for materials or labor reasonably associated with repairs and maintenance as described herein.

(C.) Claims for damages to persons or property arising from failure of a City or County to properly and reasonably perform the obligations herein shall be the responsibility of the respective party. The City and County agree to indemnify the other should it suffer a loss by judgment of a court of law or settlement agreed upon by counsel of its choosing, arising out of the failure of the other party to perform its responsibility herein.

SECTION VI
JURISDICTION

Jurisdiction for disputes shall be the appropriate court in the Fort Bend County.

SECTION VII
RECONSTRUCTION

Neither party shall be obligated to nor allowed to substantially reconstruct, or resurface any street without the written confirmation agreement of both parties to this agreement. Reconstruction shall mean removing or reworking 50% or more of the base material of the entire street subject to this agreement.

SECTION VIII
AMENDMENTS

No provision of this agreement shall be amended or revoked or suspended without written agreement of the parties and approved by the respective governing bodies.

SECTION IX
TERMINATION

This agreement is authorized under the provisions of V.A.T.S. Article 4413 (32c) Interlocal Cooperation Act.

9.

Signed and approved this 10th day of December, 1980.

MAYOR, CITY OF STAFFORD

CITY OF STAFFORD
ATTEST:
TEXAS

CITY SECRETARY

13

COUNTY JUDGE, FORT BEND COUNTY

COUNTY COURT
SEAL
FORT BEND COUNTY
TEXAS

COUNTY CLERK

10 RE: MR. JOHN LICHLITER, CHAIRMAN OF THE EAST FORT BEND COUNTY CHAMBER OF COMMERCE TRAFFIC & TRANSPORATION COMMITEE, - ENDORSEMENT OF PRIORITY PROJECTS IDENTIFIED BY THE CITIES OF MISSOURI CITY, SUGAR LAND AND STAFFORD:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized to adopt the following resolution presented by the East Fort Bend County Chamber of Commerce to the State Department of Highways and Public Transportation, endorsement of priority projects identified by the cities of Missouri City, Sugar Land and Stafford. Resolution as follows:

RESOLUTION OF THE

COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS

13

The Commissioners Court of Fort Bend County, Texas having been presented with the following described resolutions:

1. Missouri City, Texas resolution of City Council on June 16, 1980 for widening of FM-2234,

2. Stafford, Texas resolution of City Council for widening of FM-1092 from U.S. 90A North,

3. Sugar Land, Texas resolution of City Council No. 81-A-3 for widening of FM-1876, Eldridge Road,

and being of the opinion that the public need set forth therein is of primary importance to East Fort Bend County;

Resolve: To support the presentation of such resolutions by the East Fort Bend County Chamber of Commerce to the State Department of Highways and Public Transportation, Austin, Texas.

Adopted this the 8th day of December, 1980.

THE COMMISSIONERS COURT

By: Jodie E. Stavinoha,
County Judge

17

11 RE: MR. DAVID BEYER, PUTNEY, MOFFATT & EASLEY -APPROVAL OF PLAT FOR KEEGANS WOOD, SECTION I IN PRECINCT 3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, Commissioner Johnnie Pustka opposed, and duly passed, the court approved the plat of Keegans Wood, Section I in Precinct 3, being a Patio Home Subdivision of 59.6839 acres of land out of and a part of the H. K. Stafford Survey A-1370 in Harris County and A-635 in Fort Bend County, Texas.

Performance bond in the amount of $2,900.00 recorded in Volume 2, page 496 of the Bond to Pay Liens and Claims of Fort Bend County, Texas.

---

12 RE: CONSIDER PAYMENT OF MEDICAL BILL FOR JAIL INMATE: MEDICAL BUDGET TO BE AMENDED:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the payment of $8,297.25 for a medical bill for a jail inmate. Budget for medical to be amended in this amount to be paid out of the expected ending balance of 1980.

13

---

13 RE: CONSIDER FOR APPROVAL A REQUEST FROM THE FORT BEND COUNTY CHILDREN'S PROTECTIVE SERVICES TO APPOINT MRS. SHERRIE COKER OF MISSOURI CITY TO THE BOARD REPLACING MRS. DIANE WILSON OF SUGAR LAND AND TO REAPOINT RON POPE OF SUGAR LAND AND FATHER JACK BROUSSARD OF RICHMOND TO A SECOND TERM ON THE BOARD:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Ed. H. Helwig, and duly passed, the court approved the appointment of Mrs. Sherrie Coker of Missouri City to the Board of Fort Bend County Children's Protective Services and to re-appoint Ron Pope of Sugar Land and Father Jack Broussard of Richmond to a second term on the Board of the Fort Bend County Children's Protective Services.

---

14 RE: APPROVAL OF AN APPLICATION FROM GULF COAST CABLE TV TO LAY CABLE ALONG DRAINAGE EASEMENT IN REIDGEMONT SUBUDIVISION IN PRECINCT 3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H.Helwig, and duly passed, the court approved the application from Gulf Coast Cable TV to lay Cable along drainage easement in Ridgemont Subdivision in Precinct #3, as follows:

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Case

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE
Fort Bend County Drainage Esmt.	Along Esmt as located in Ridgemont Subd		21,566'±

13

GENERAL DESCRIPTION

Along both sides of the Fort Bend County Drainage Esmt located in Ridgemont Subdivision

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acro: or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas" as passed by Commissioners Court of Fort Bend County, Texas, dated the 15 day of January, 1980. Recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statute:

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

Permit # 80067
Receipt 500028
INSPECTION FEE: $25.00

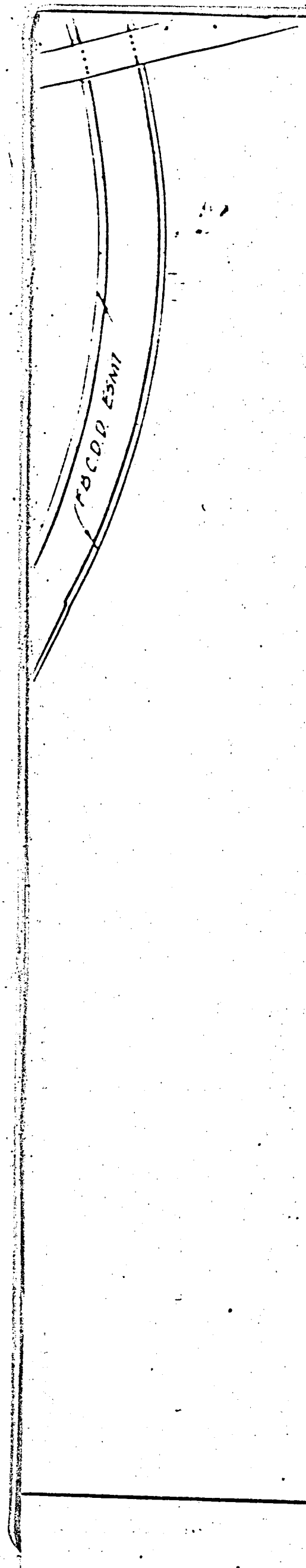
COMPANY NAME: Professional Communication Srv.
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/wee

D/ Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 11-29-80
ADDRESS: 7122 MARISOL
Street/P.O. Box
HOUSTON TX 77063
City State Zip

14



13

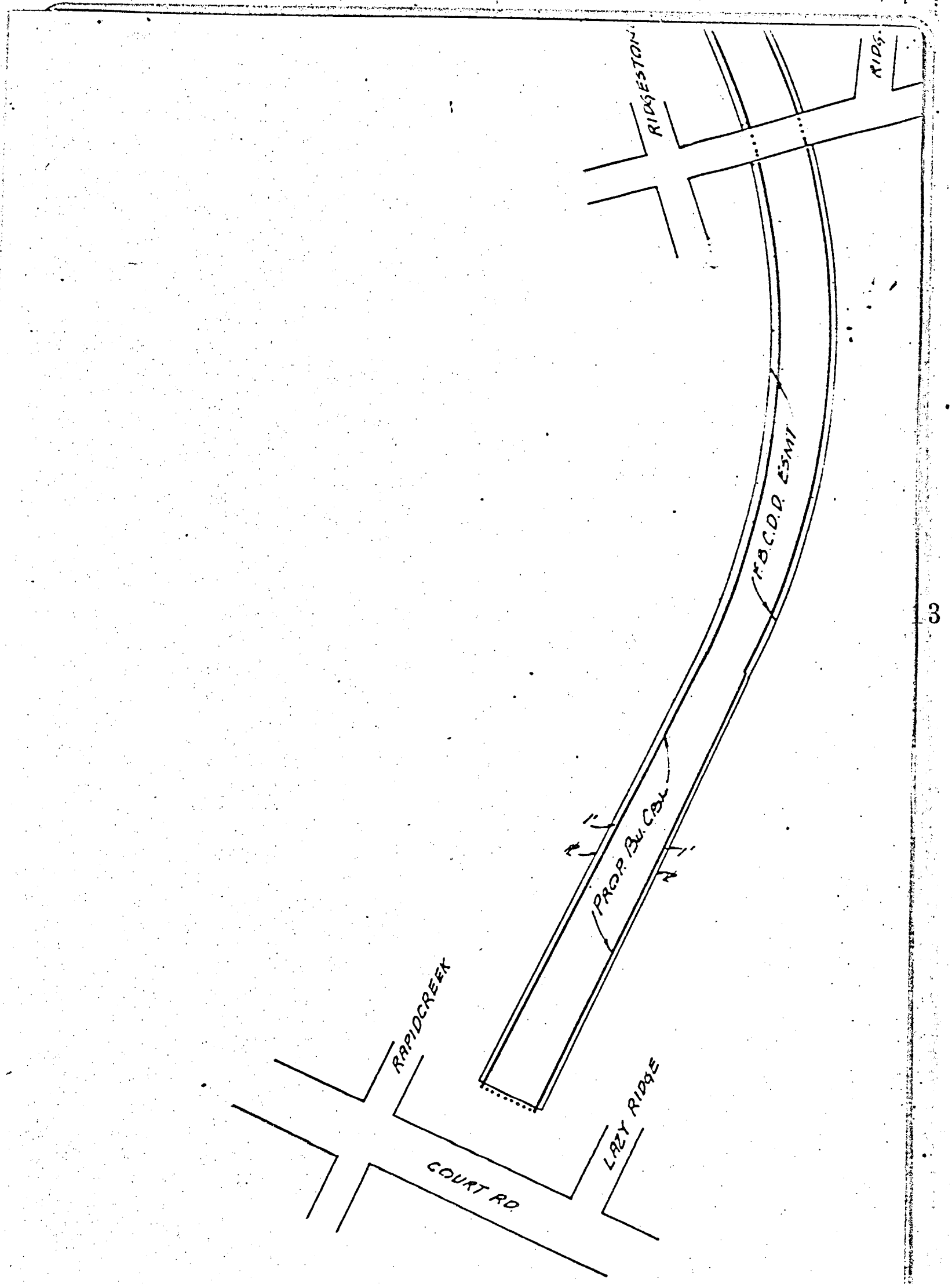
GULF COAST CABLE TELEVISION
FORT BEND COUNTY PERMIT
RIDGEMONT SUBD. DRAIN. ESMT.

ALMEDA DIST.
11-29-80
P.C.S.

SEE 1-5 in City of Houston

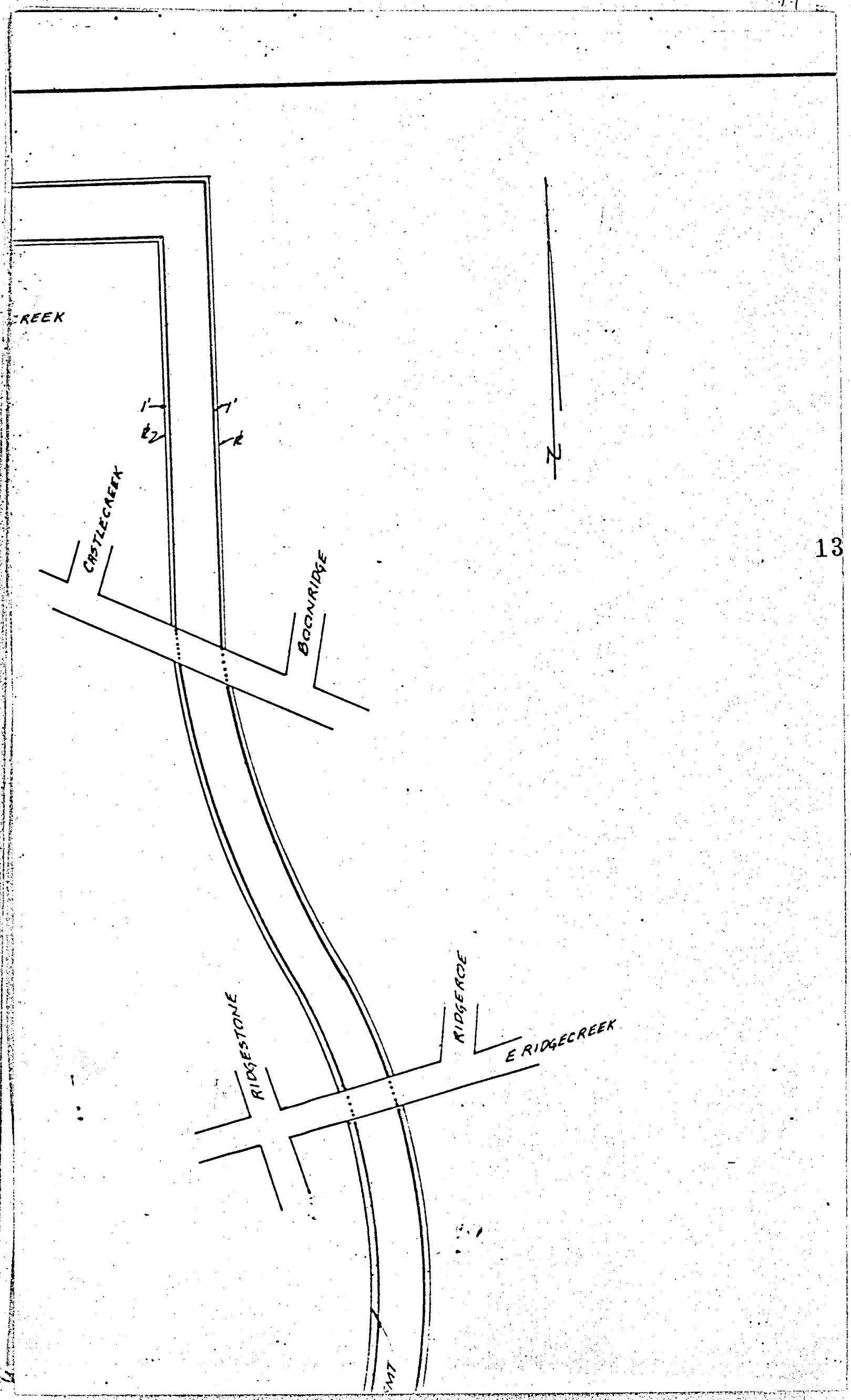
701-031

14


RIDGESTONE
RIDGE
R.O.C.D.D. ESMT
PROP. BU. CSM
RAPIDCREEK
LAZY RIDGE
COURT RD

3

14


CREEK
1'
1'
CASTLECREEK
BOONRIDGE
RIDGESTONE
RIDGECREEK
E RIDGECREEK
MT

13

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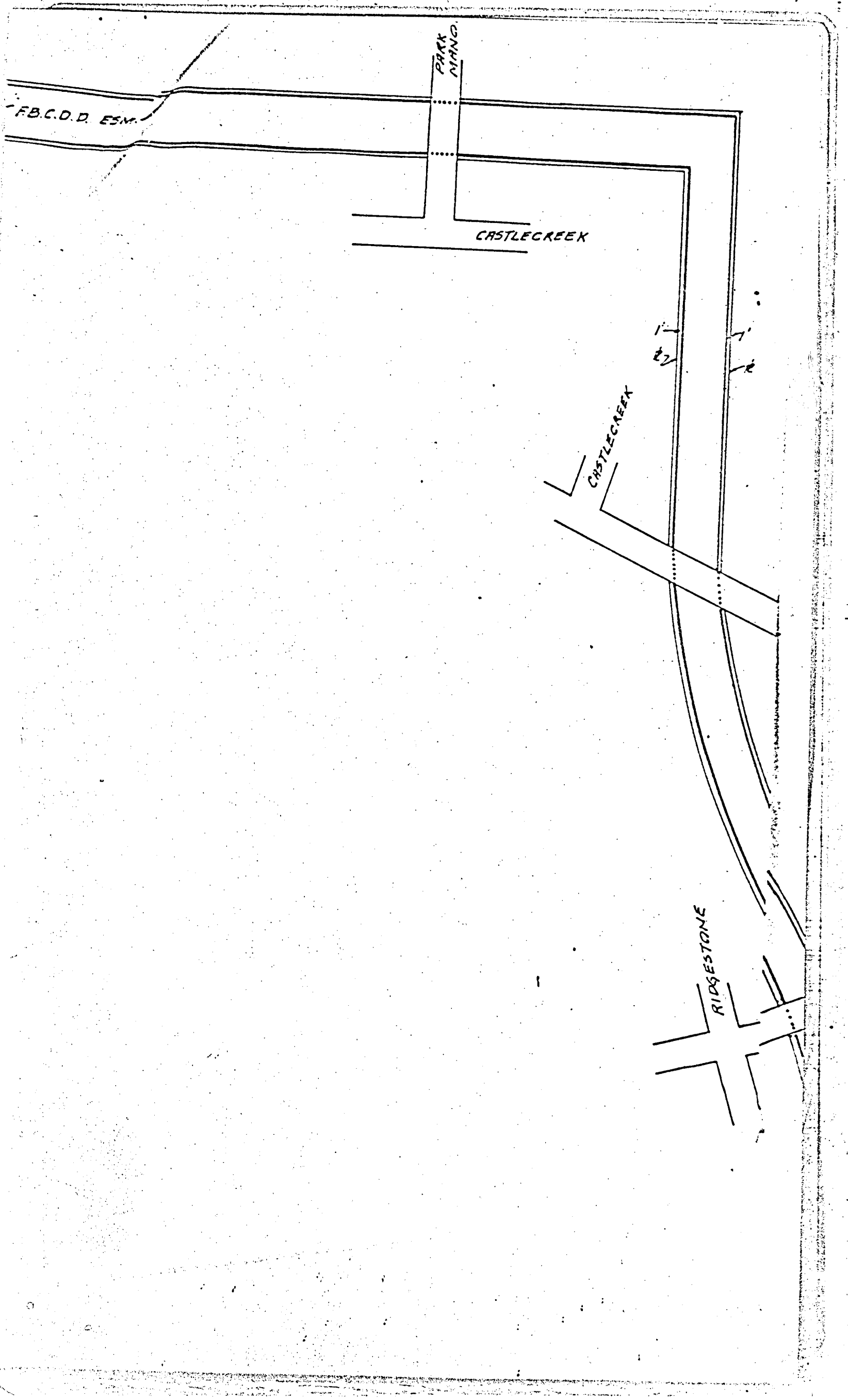

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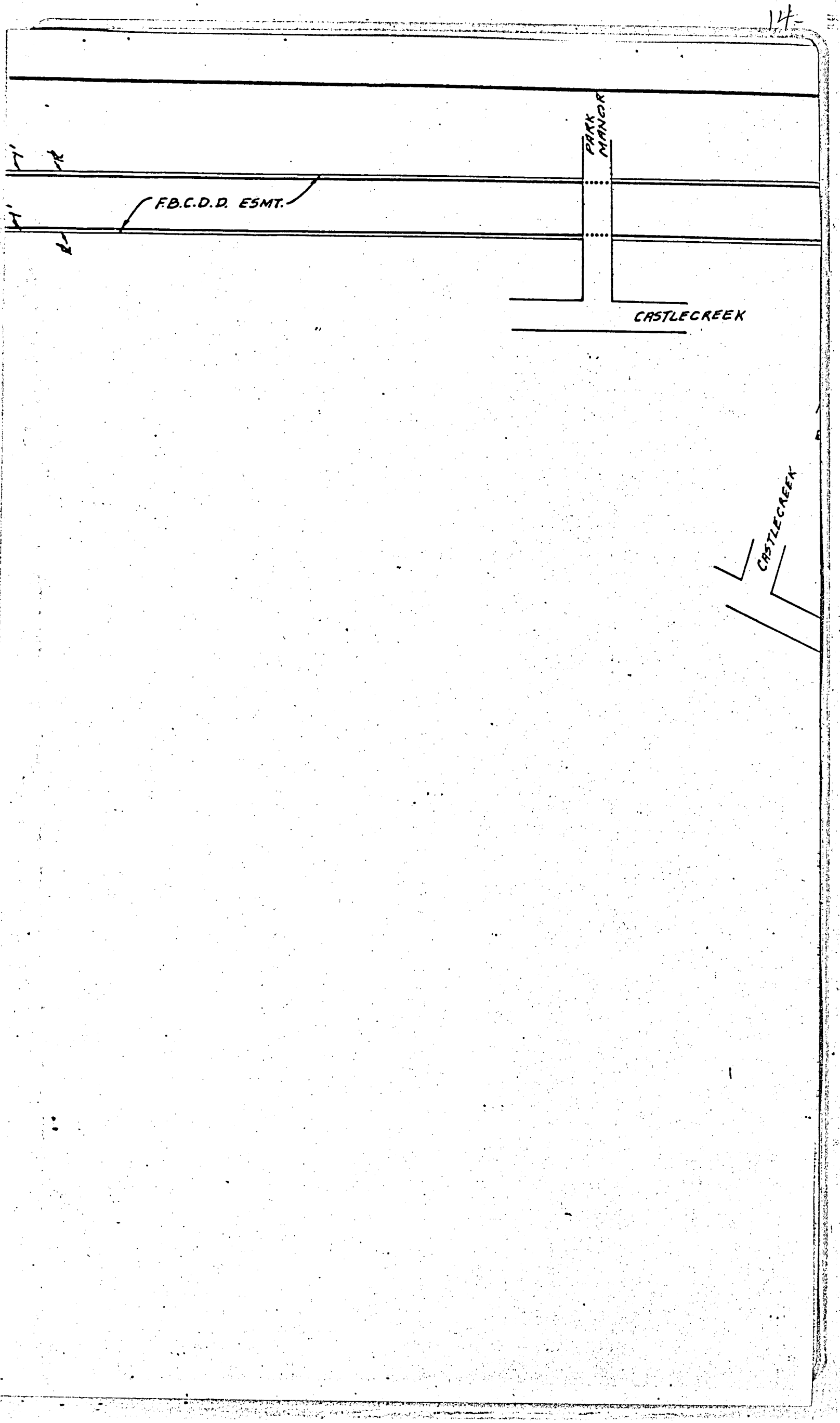
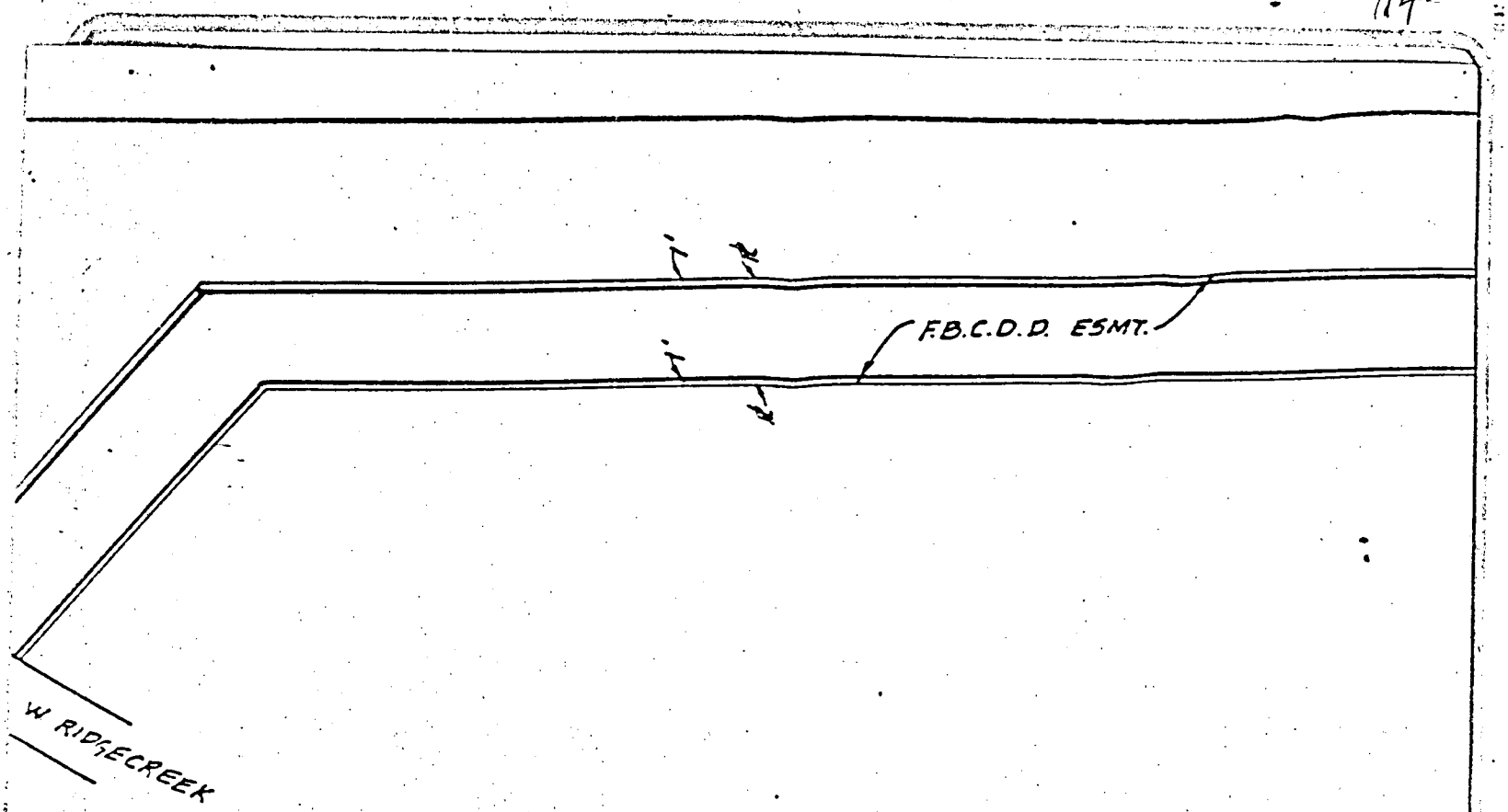

14
PARK MANOR
F.B.C.D.D. ESMT.
CASTLECREEK
CASTLECREEK
13

114



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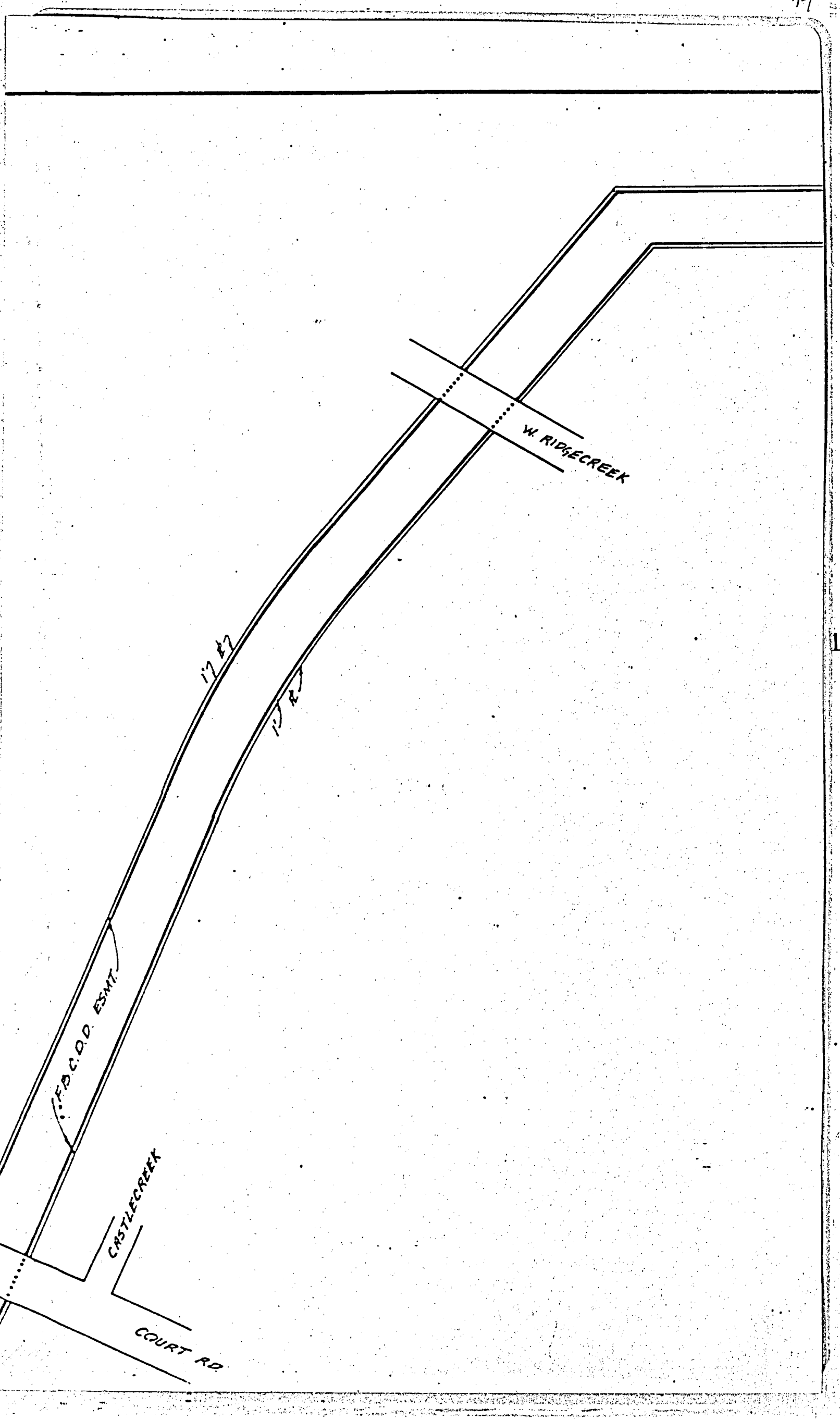

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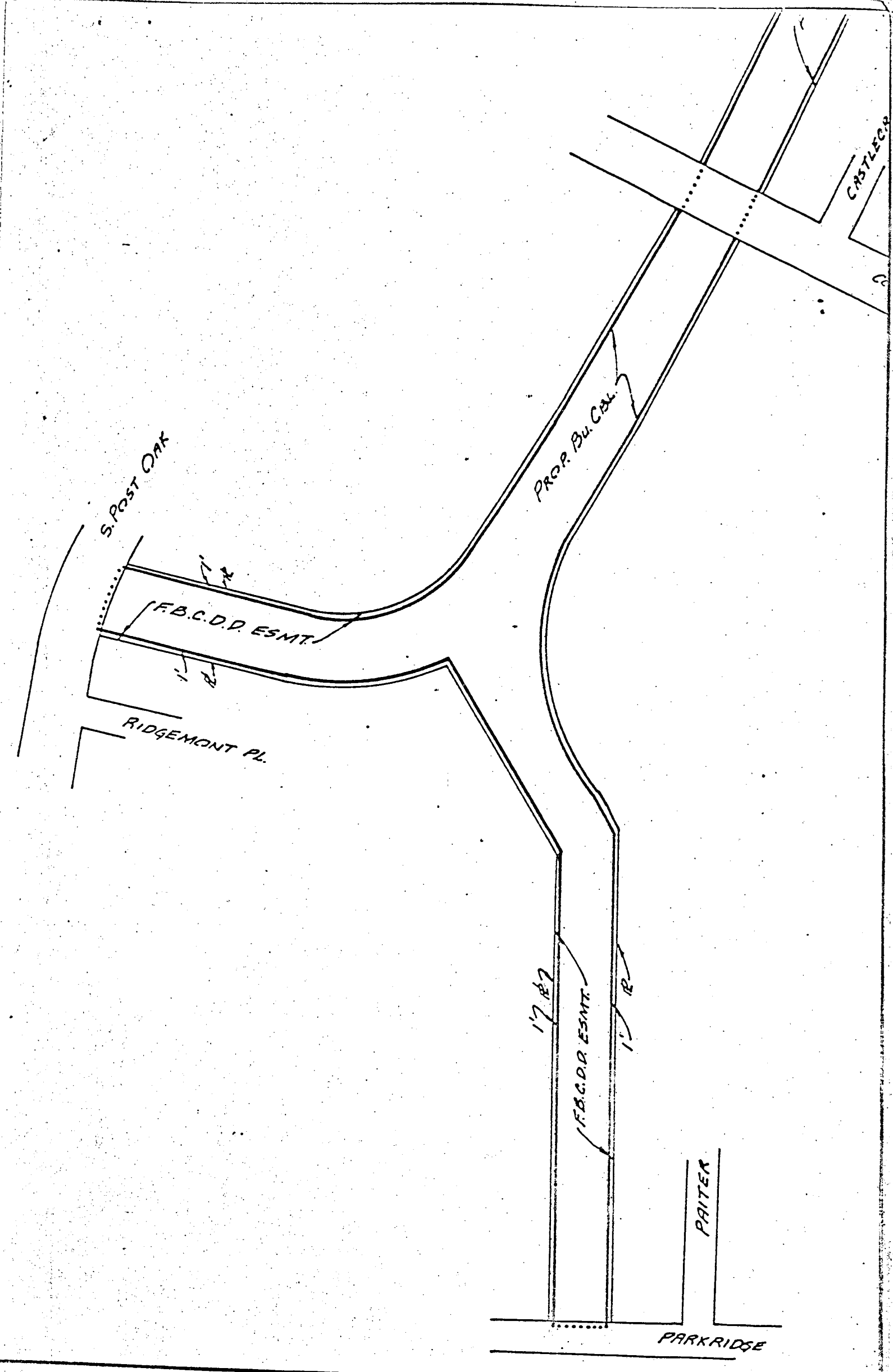

CASTLECAP
PROP. BU. CBL.
S. POST OAK
F.B.C.D.D. ESMT.
RIDGEMONT PL.
F.B.C.D.D. ESMT.
PAITER
PARKRIDGE

13

14-

NOTES 1. Bury Cable Min. 24"
2 Restore R/W to Orig. or Better Condit.
3 Lines shown as ..... are City of Houston

Gulf Coast Cable TV.
Appl. # 80067

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8th day of December, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of proposed cable, conduit and/or po;e line activity in Fort Bend County, dated November 29, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 15 day of January, 19 80, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Ed. H. Helwig, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley I Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk Deputy

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

15 RE: APPOVAL OF AN APPLICATION FROM FORT BEND TELEPHONE COMPANY TO LAY CABLE ALONG THUESEN ROAD IN PRECINCT 2:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony Jebbia, and duly passed, the court approved the application from Fort Bend Telephone Company to lay cable along Thuesen Road in Precinct #2, as follows:

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

O COUNTY OF FORT BEND

OMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

ormal notice is hereby given that Fort Bend Telephone Company roposes to lay, construct, maintain and/or repair a cable, conduit and/or pole ine, upon, along, across the right of way of a County road within, Fort Bend ounty; Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	To	Distance
Thuesen Rd.	@ Brinkmeyer Rd.	855 feet southeast	855 feet

GENERAL DESCRIPTION

Beginning at the southwest intersection of Brinkmeyer Rd. and Thuesen Rd.

Thence, going 855 feet in a southeasterly direction, at 4 feet from the ROW.

e location and description of the proposed installation and appurtenances is more lly shown on the attached plans and drawings. (Plans and drawings of Proposed stallation and appurtenances are required.)
e laying, construction, maintainence and/or repair of the proposed installation all be subject to "A Revised Order Regulating the Laying, Construction, Maintain- ce and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Along ads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of e Commissioners Court of Fort Bend County, Texas," as passed by Commissioners urt of Fort Bend County, Texas, dated the 15 day of January, 1980, corded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend unty, Texas, to the extent that such order is not inconsistent with Article 1436a rnon's Texas Civil Statutes.

ek

15

NOTICE

otify building inspection section 48
ours in advance of construction.
eceptionist 342-2863

Violation of this requirement shall
nstitute grounds for job shutdown.

SPECTION FEE: $25.00

Receipt 500032
Permit 80071

COMPANY NAME: Fort Bend Telephone Company
AGENT and/or
OWNER (accessible 24 hrs/day, 7 days/week

Mike Smerek
Signature

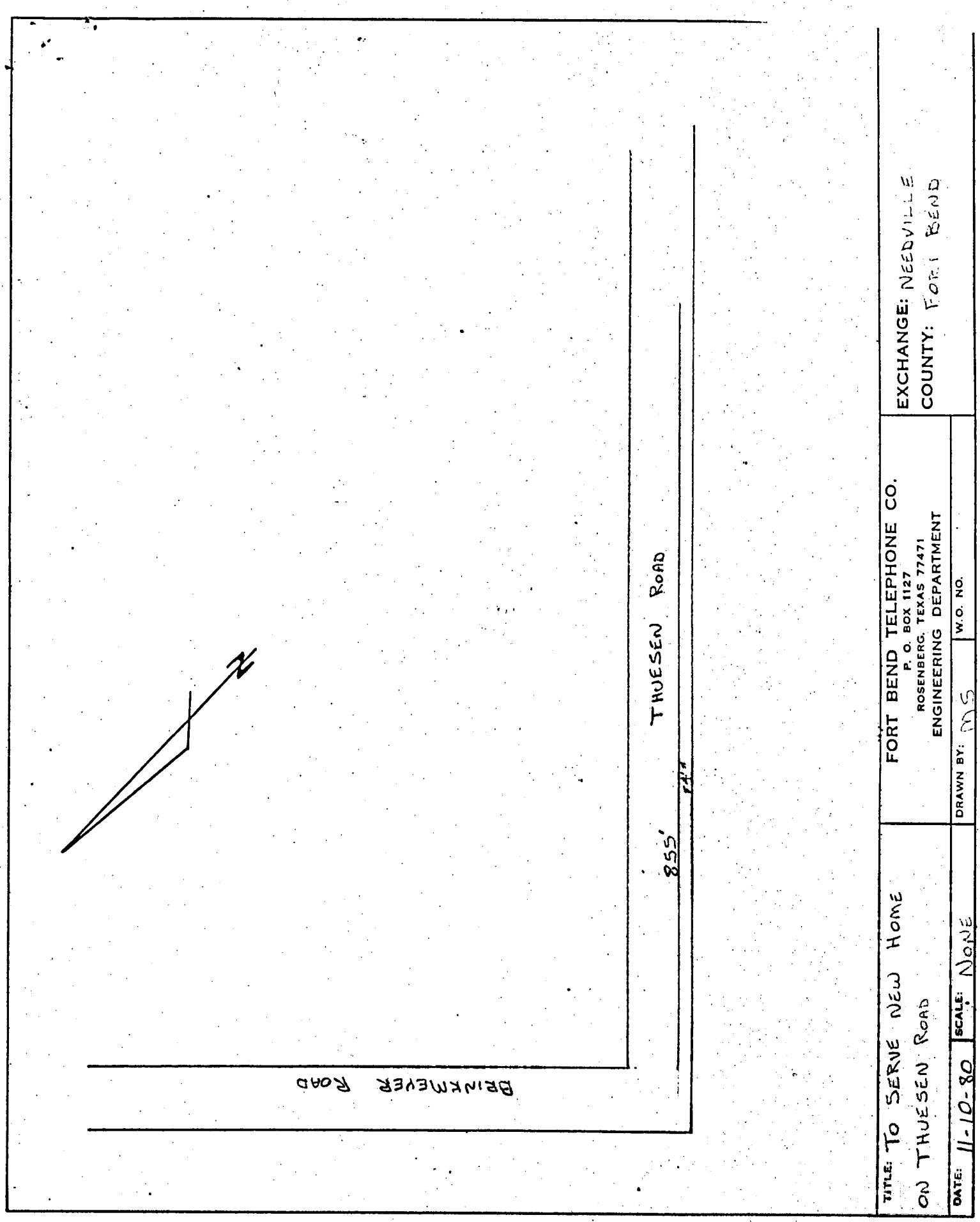
NAME & TITLE: Mike Smerek Engineer
Please Print

DATE: November 10, 1980

ADDRESS: PO Box 1127
Street/P.O. Box

Rosenberg, TX 77471
City State Zip

TELEPHONE NO: 342-4651



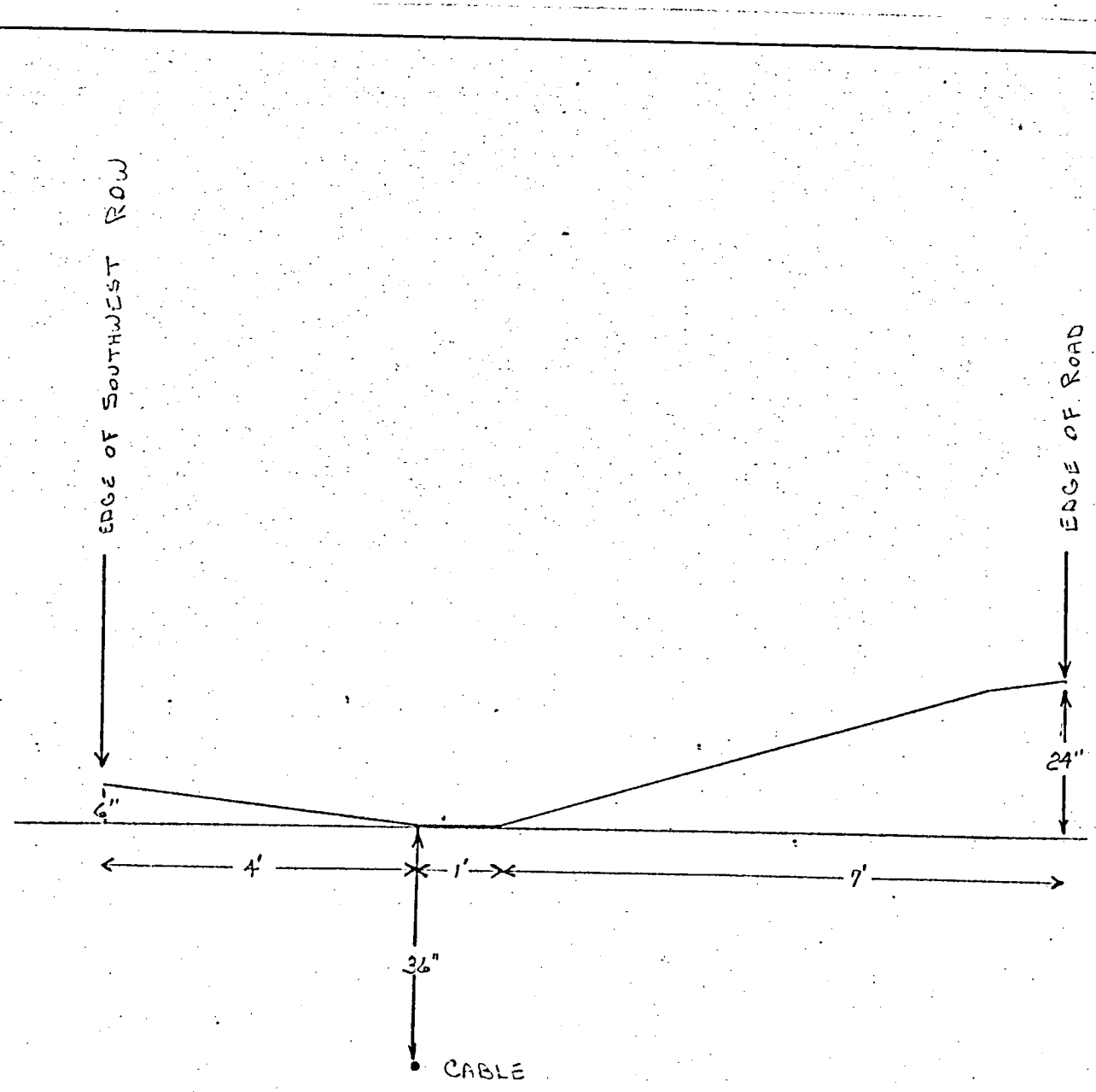
EXCHANGE: NEEDVILLE
COUNTY: FORT BEND

13

TITLE: To Serve New Home on Thuesen Road

FORT BEND TELEPHONE CO.
P. O. BOX 1127
ROSENBERG, TEXAS 77471
ENGINEERING DEPARTMENT

DATE: 11-10-80 | SCALE: None | DRAWN BY: DS | W.O. NO.



TITLE: DITCHSLOPE OF THUESEN ROAD	FORT BEND TELEPHONE CO. P. O. BOX 1127 ROSENBERG, TEXAS 77471 ENGINEERING DEPARTMENT		EXCHANGE: NEEDVILLE COUNTY: FORT BEND
DATE: 11-10-70	SCALE: 1" = 2'	DRAWN BY: MS	W.O. NO.

357

15

F. Bend Telephone
Appl. # 80071

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8th day of December, 1980, before the Fort Bend Ccunty Commissioners Court came on to be heard and reviewed the accompanying notice of proposed cable, conduit and/or pole line acitivity in Fort Bend County, dated November 10, 1980, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintainence, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 15 day of January, 1980, recorded in Volume 11 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Tony Jebbia, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kuehler
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

By Pearl Ellett
County Clerk ~~County~~

NOTE: Evidence of review by the Commissioners Court must be kept on the jobsite and failure to do so constitutes grounds for job shutdown.

16

RE: APPROVE CHANGE ORDER #6 IN THE AMOUNT OF $1,260.00 FROM MEYERSON CONSTRUCTION COMPANY FOR ADDITIONAL PHASING OF COUNTY CLERK'S AREA FOR DEMOLITION.

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the change order #6 in the amount of $1,260.00 from Meyerson Construction Company for additional phasing of County Clerk's area for demolition, Change order #6 as follows:

CHANGE ORDER

AIA DOCUMENT G701

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: (name, address) Fort Bend County Courthouse
Richmond, Texas

CHANGE ORDER NUMBER: 6

INITIATION DATE: December 8, 1980

ARCHITECT'S PROJECT NO: 7901

CONTRACT FOR: Renovations & Restoration

CONTRACT DATE: February 11, 1980

TO (Contractor):

Meyerson Construction Co.
P.O. Box 14025
Houston, Texas 77021

You are directed to make the following changes in this Contract:

Phase demolition at the existing County Clerk's Office in two stages to allow temporary storage of Clerk's documents to be moved into new Clerk's area when construction is completed. Also provide a temporary partition to screen temporary storage area from construction area.

ADD $1,260.00

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) was	$	1,811,000.00
Net change by previously authorized Change Orders	$	40,910.85
The (Contract Sum) prior to this Change Order was	$	1,851,910.85
The (Contract Sum) will be (increased) by this Change Order	$	1,260.00
The new (Contract Sum) including this Change Order will be	$	1,853,170.85
The Contract Time will be (increased) by	Thirty	(30) Days.
The Date of Substantial Completion as of the date of this Change Order therefore is	May 12, 1981	

Ray B. Bailey Architects, Inc.	Meyerson Construction Co.	Authorized: Fort Bend County
ARCHITECT	CONTRACTOR	OWNER
4100 S. Shepherd, Suite 100	P.O. Box 14025	Richmond, Texas
Address	Address	Address
Houston, Texas 77098	Houston, Texas 77021	Judge Jodie Stavinoha
BY R. Dan Holt	BY Sandy Meyerson	BY Jodie K. Stavinoha
DATE DEC 8 1980	DATE Dec 8 1980	DATE 12/8/80

AIA DOCUMENT G701 • CHANGE ORDER • APRIL 1978 EDITION • AIA® • © 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

G701 — 1978

13

19

The Court recessed at 11:45 o'clock A. M. until 1;25 o'clcock P.M. to set date for Board of Equlization.

---

17 RE: SET DATE FOR BOARD OF EQUALIZATION TO RECONVENE:

The Court set December 19, 1980 at 9:00 o'clock the date and time for the Board of Equalization to reconvene.

The Court recessed at 1:30 P.M.to meet in closed session to hear proposals from auditing firms.

The Court took no action at this time.

There being no further business the court adjourned at 3:30 o'clock P.M.

Jodie E. Stevenson
COUNTY JUDGE

ATTEST:
Pearl Ellett
PEARL ELLETT

13

SPECIAL SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 16th day of December, 1980, 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

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

---

1 RE: APPROVE MINUTES:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Johnnie Pustka, and duly passed, the Court approved the minutes of Regular Session of December 8, 1980, as presented.

---

2 RE: LETTER READ INTO THE MINUTES FROM ROBERT E. POPE, DVM, DIRECTOR OF ZOONOSIS CONTROL PUBLIC HEALTH REGION II, CONCERNING THE ANIMAL CONTROL PROGRAM: MRS. MARTHA ROCHESTER:

The following letter was read into the minutes by Judge Jodie E. Stavinoha, Letter from Robert E. Pope, DVM, Director, Zoonosis Control- Public Health Region II, thanking Mrs. Martha Rochester, as speaker, for the animal control workshop.

December 8, 1980

Mrs. Martha Rochester
Fort Bend County Animal Control
P. O. Box 675
Richmond, Texas 77469

Dear Mrs. Rochester:

We wish to thank you for appearing as a speaker in our animal control workshop. We think that you did an excellent job, and hope to be able to invite you back for future programs. We asked you to be a speaker on our program because we feel that you have the best small operation animal control program in our 13 county public health region.

We have had considerable feedback from attendees and all seem to have enjoyed and profited by the workshop. This is the first time such a program has been held in the gulf coast area and we hope we can continue to have them each year.

Thanks again for your assistance.

Sincerely,

Robert E. Pope, DVM, MPH
Director, Zoonosis Control
Public Health Region 11

REP/vc

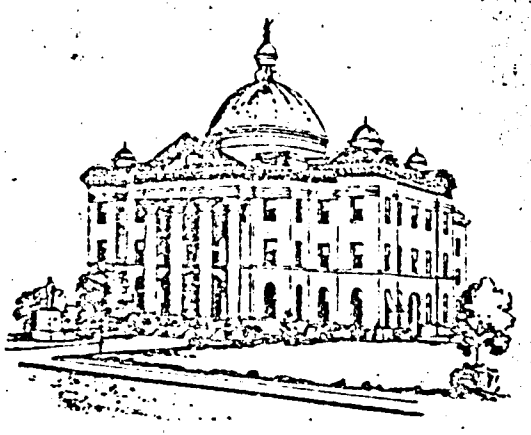
cc: Jodie Stavinoha ✓
Fort Bend County Judge

13

1

3 RE: LETTER READ INTO THE MINUTES CONCERNING THE RESIGNATION OF ROBERT GRAYLESS, DIRECTOR OF THE FORT BEND COUNTY AMBULANCE SERVICE:

County Judge Jodie E. Stavinoha read into the minutes the following letter of the resignation of Robert Grayless, Director of the Fort Bend County Ambulance Service, effective December 31, 1980.



STATE OF TEXAS COUNTY OF FORT BEND



Emergency Medical Services
P. O. Box 627
Richmond, Texas 77469
(713) 342-2100

December 12, 1980

Honorable Jodie Stavinoha
County Judge
Fort Bend County
Richmond, Texas 77469

Dear Sir:

Effective December 31, 1980, I, Robert Grayless resign as Director of the Fort Bend County Ambulance Service.

I have enjoyed my four years as Director, and have seen the department grow in size and training to the Paramedic level. With the continued support of your office and that of the Commissioners Court, the department will become one of the finest Emergency Medical Services in the country.

Sincerely,

Robert Grayless

13

2

4 RE: LETTER READ INTO THE MINUTES FROM SOUTHWEST TEXAS STATE UNIVERSITY, TEXAS JUSTICE OF PEACE TRAINING CENTER OF SAN MARCOS, TEXAS - COMPLETION OF 20 HOUR TRAINING COURSE FOR JUDGES CARL BENTLEY AND CALVIN B. WATSON:

County Judge Jodie E. Stavinoha read into the minutes a letter from the Southwest Texas State University - Texas Justice of the Peace Training Center, San Marcos, Texas, stating that Judges Carl Bentley and Calvin B. Watson successfully completed a twenty hour course in the responsibilities of the office of Justice of Peace.

Southwest Texas State University
Texas Justice of the Peace Training Center
San Marcos, Texas 78666
(512) 245-2349

December 10, 1980

Hon. Jodie Stavinoha
Fort Bend County
Courthouse
Richmond, Texas 77469

13

Dear Judge Stavinoha:

During the week of December 2-5, 1980, Judges Carl Bentley and Calvin B. Watson 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

5 RE: APPROVE REQUESTS FOR TRANSFER OF LINE ITEMS IN 1980 BUDGETS:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the requests for transfer of line litems in 1980 budgets for the follows:

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present: -

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: 3

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Road & Bridge Pct #3 DEPT.	FROM	TO	INCREASE (DECREASE)
Contract Labor	32520.00	1783.75	(468.25)
Repairs & Parts	12000.00	12468.25	468.25
Secretary Travel	850.00	655.82	(194.18)
Repairs & Parts	12,468.25	12,662.43	194.18
Secretary Travel	655.82	600.00	(55.82)
Tires & Tubes	4000.00	4055.82	55.82
Physicals	200.00	100.00	(100.00)
Tires & Tubes	4055.82	4155.82	100.00

DATE: 12-16-80

DEPT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: [signature]
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: 3

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

Road & Bridge Pct #3 DEPT..	FROM	TO	INCREASE (DECREASE)
Purchase of Equip.	40 000.00	39,764.00	(236.00)
Insurance	4155.82	4391.82	236.00

DATE: _____

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W.Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of Dec., 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W.Lee Schmidt seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: 3

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Fort Bend County DEPT. Pct. #4	FROM	TO	INCREASE (DECREASE)
Damages R&B	1,000.00	713.81	(286.19)
Office Supplies, Unclassified, Postage R&B	800.00	1086.19	286.19
Workmen's Compensation	22,000.00	23777.84	1777.84
Road Material R&B	94,902.91	93125.07	(1777.84)

DATE: 12-16-80

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W.Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed Helwig, Comm. Pct. 4

6

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Johnnie Pustka and duly carried by the following vote: 13

AYES: 3

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

LR/FM
Fund Pct #3 DEPT.

	FROM	TO	INCREASE (DECREASE)
Culverts	7000.00	5689.88	(1310.12)
Gas & Oil	59,000.00	60310.12	1310.12
Weed Killer	4500.00	1655.18	(2844.82)
Repair Parts	49,000.00	51844.82	2844.82
Road Signs	6000.00	2659.00	(3341.00)
Road Material	326,597.28	329,938.28	3341.00
Lumber & Hardware	4000.00	3434.20	(965.80)
Gas & Oil	59,000.00	59,965.80	965.80

DATE: 12-16-80

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: 3

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

30 Pct #3 DEPT.	FROM	TO	INCREASE (DECREASE)
Rental of equipment	6339.50	3419.66	(2919.84)
Gas & oil	59,965.80	62885.64	2919.84
Tires & Tubes	5000.00	4971.00	(29.00)
Road Material	329,938.28	329,967.28	29.00

DATE: _____

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W Lee Schmidt seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: 3.

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Lr/Flm Pct #1

DEPT.	FROM	TO	INCREASE (DECREASE)
30 ¢ FM/LR Rental of Equipment	$4,000.00	$2,792.42	- 1,207.58
30 ¢ FM/LR Purchase of Equipment	130,000.00	131,207.58	+ 1,207.58

Date: December 16, 1980

Commissioner Johnnie Pustka, Pct #1

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT NO. 1
W. LEE SCHMIDT	COMMISSIONER PRECINCT NO. 2
TONY JEBBIA	COMMISSIONER PRECINCT NO. 3
ED HELWIG	COMMISSIONER PRECINCT NO. 4
PEARL ELLETT	COUNTY CLERK

The following proceedings were had, to-wit:
That WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, am emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, be reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979.

NOW THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: 3

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

DRAINAGE DISTRICT DEPT.	FROM	TO	INCREASE (DECREASE)
Salary - Engineer	32,626.44	33,716.20	1,089.76
Salary - Secretary	11,556.00	12,164.50	608.50
Salary - Asst. Engineer	36,600.00	39,030.50	2,430.50
Maintenance - Wages	661.543.63	711,543.63	50,000.00
Repairs & Parts	165,086.45	165,181.22	94.77
Shop Supplies	41,730.21	44,454.92	2,724.71
Retirement	45,000.00	49,625.00	4,625.00
Gas & Oil	94,660.86	90,326.36	(4,334.50)
Unclassified	1,000.00	409.50	(290.50)

DATE 12/15/80

DEPT. HEAD [signature]

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. LEE SCHMIT, COMM. PRECT. 2

JOHNNIE PUSTKA, COMM., PRECT. 1

TONY JEBBIA, COMM., PRECT. 3

ED HELWIG, COMM., PRECT. 4

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

JODIE STAVINOHA	COUNTY JUDGE
JOHNNIE PUSTKA	COMMISSIONER PRECINCT NO. 1
W. LEE SCHMIDT	COMMISSIONER PRECINCT NO. 2
TONY JEBBIA	COMMISSIONER PRECINCT NO. 3
ED HELWIG	COMMISSIONER PRECINCT NO. 4
PEARL ELLETT	COUNTY CLERK

The following proceedings were had, to-wit:
That WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, am emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, be reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979.

NOW THEREFORE, BE IT RESOLVED upon motion of Commissioner W Lee Schmidt seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: 3

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

DEPT.	FROM	TO	INCREASE (DECREASE)
Engineering Supplies	10,000.00	1,685.44	(8,314.56)
Property Settlement	2,500.00	184.04	(2,315.96)
Rental of Equipment	16,233.03	307.35	(15,925.68)
Unclassified	5,000.00	2,498.87	(2,501.13)
Purchase of Equipment	280,092.64	279,111.12	(981.52)
Purchase of Office Equipment	2,500.00	-0-	(2,500.00)
Weed & Tree Killer	130,000.00	118,778.48	(11,221.52)
Bridge, Culvert, Fence & Lumber	120,000.00	106,812.13	(13,187.87)

DATE 12/15/80

DEPT. HEAD Stanley L Kirby

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. LEE SCHMIT, COMM. PRECT. 2

JOHNNIE PUSTKA, COMM., PRECT. 1

TONY JEBBIA, COMM., PRECT. 3

ED HELWIG, COMM., PRECT. 4

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of December, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: 3

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

County Clerk DEPT.	FROM	TO	INCREASE (DECREASE)
From Salaries to Insurance	112,945.60	111,955.07	(990.53)
To Insurance from Salaries	13,240.03	14,23056	990.53

Pearl Ellett
County Clerk
12/16/80

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

1st Court 240th DEPT.	FROM	TO	INCREASE (DECREASE)
Psychiatric	4,035.00	4660.00	625.00
Transcripts	22,000.00	21,375.00	(625.00)
Attorney Ad Litem	60,000.00	62,350.00	2,350.00
Transcripts	21,375.00	19,025.00	(2,350.00)

DATE: 12/10/80

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

13

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of December, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: 3

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

DISTRICT ATTORNEY DEPT.	FROM	TO	INCREASE (DECREASE)
Stationery & Supplies	$3,007.97	$2,752.97	($ 255.00)
Copy Machine Rental	2,485.70	2,740.70	255.00

DATE: December 12, 1980

DEPT HEAD: Ward

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

13

14

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: 3

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

CONSTABLE PCT 1 DEPT.	FROM	TO	INCREASE (DECREASE)
EXPENSE TO CO. CARS	4820.24	4766.24	(54.00)
SUPPLIES & POSTAGE	635.76	823.21	197.45
WORKMENS COMP.	854.13	666.68	(187.45)
PHONE	744.00	798.00	54.00
CO. PORTION INSURANCE	1743.19	1733.19	(10.00)

DATE: 12-15-80

DEPT HEAD: [signature] 1102

THE COUNTY OF FORT BEND

BY: [signature]
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

15

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 15th day of December, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmidt seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: 3

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

	DEPT.	FROM	TO	INCREA (DECREA
Agriculture & Livestock	Utilities	2189.09	2043.09	(-146.00)
	Copy Machine	2790.00	2744.20	(- 45.80)
	Travel	12675.00	12630.55	(- 44.45)
	Phone	3567.91	3804.16	(+236.25)
	Travel	12630.55	12100.97	(-529.58)
	Stationary & Supplies	1865.00	2394.58	(+529.58)

DATE: December 11, 1980.

DEPT HEAD: P. Johnnie Cooper

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. 1

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct

Ed. Helwig, Comm. Pct

16

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W Lee Schmidt seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: 3

NAYES:

the following amendment (s) to said budget are hereby authorized:

Library DEPT.	FROM	TO	INCREASE (DECREASE)
Telephone	2,300.00	2,100.00	(200.00)
Unclassified - Conf.	1,500.00	1,300.00	(200.00)
Utilities	18,700.00	19,100.00	400.00

DATE: 12-15-80

DEPT HEAD Lillie Stavinoha

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct.

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

13

17

5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of December, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W Lee Schmidt seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: 3

NAYES:

13

the following amendment (s) to said budget are hereby authorized:

Sanitary Landfill DEPT.	FROM	TO	INCREASE (DECREASE)
Required Shrubs & Landscaping	1000.00	630.00	(370.00)
Repairs & Parts	~~36,106.95~~ 42,206.95	~~36,476.95~~ 42,476.95	370.00
Required Shrubs & Landscaping	630.00	485.00	(145.00)
New Landfill	2000.00	2145.00	145.00
Required Shrubs & Landscapes	485.00	450.00	(35.00)
Utilities	1800.00	1835.00	35.00

DATE: December 15, 1980

DEPT HEAD: Christopher Kubala

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W.Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

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5

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, heretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner W. Lee Schmitt seconded by Commissioner Johnnie Pustka and duly carried by the following vote:

AYES: 3

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

	FROM	TO	INCREAS (DECREAS
Miscellaneous DEPT.			
Autopsy Expense	24,400.00	25,650.00	1250.00
Advertisement & Publications	7,000.00	5,750.00	(1250.00)
Audit	30,000.00	31,000.00	1,000.00
Longevity Pay	3956.57	3771.57	(185.00)
Dese. Telephone System	32,297.76	32,482.76	185.00

13

DATE: 12-16-80

DEPT HEAD: Joyce Tompkins

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pc

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct.

Ed. Helwig, Comm. Pct.

6 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

No changes in depository pledge contracts.

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7 RE: OPEN BIDS FOR THE FOLLOWING: 1. ROAD MATERIALS, 2. OFFICE SUPPLIES: 3. CULVERTS: 4. BRIDGE MATERIALS: 5. WEED & BRUSH CONTROL MATERIALS: 6. CLEANING SUPPLIES & 7. ONE OR MORE NEW FRONT-END LOADERS, AND 8. ONE OR MORE NEW CREW-CAB PICKUPS:

The Court opens bids on all the above mentioned items.

Bids to be studied and accepted at another court meeting.

---

8 RE: CONSIDER BIDS OPENED AT PREVIOUS MEETINGS:

No bids to be considered at this meeting.

---

9 RE: APPROVE BOND FOR ASSISTANT CHILD SUPPORT ADMINISTRATOR:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the bond of Yolanda Olivarez, Assistant Child Support Administrator. Bond being in the amount of $5,000.00.

---

10 RE: APPROVE STATE BOND OF KATHY NORVELL BLACK, TAX ASSESSOR & COLLECTOR:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the State Bond in the amount of $50,000.00 for Kathy Norvell Black, Tax Assessor / Collector, elected for 1981, for Fort Bend County.

---

11 RE: BETTY HANZELKA, TAX ASSESSOR-COLLECTOR - APPROVAL OF DELINQUENT TAX ROLL FOR 1978:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the Tax Assessor-Collectors 1978 Delinquent Tax Roll.

---

12 RE: MR. CHRIS KUCHERKA, SANITARY LANDFILL DIRECTOR- METHOD OF PAYMENT OF COMPACTOR:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized the payment of the remainder of the payment for Compactor for the Sanitary Landfill, in the amount of $168,385.00, to be paid out of the anticipated ending balance of 1980.

---

13 RE: APPOINT COUNTY HEALTH OFFICER FOR 1981-1982 TERM:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the re-appointment of Dr. Walter E. Culpepper as County Health officer for the 1981-1982 term.

---

14 RE: MR. CHARLES SEILER DATA PROCESSING MANAGER - AMENDING BUDGET:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized the amending of the budget for the Data Processing Department in the amount of $4,250.00 to be paid for out the anticipated ending balance of 1980.

---

15 RE: APPOINT AN INVESTMENT COMMITTEE:

On Motion of Commissioner Tony Jebbia, seconded by Commissiner W. Lee Schmidt, and duly passed, the court appointed the following Investments Committee:

1. Stanley Kucherka, County Engineer
2. Jodie E. Stavinoha, County Judge
3. Joyce Tompkins, County Auditor
4. Elizabeth Williams, County Treasurer.

---

16 RE: DISCUSS ELEVATOR MAINTENANCE CONTRACT:

On Motion of Commissioner Johnnie Pustka, seconded by Commissiner W. Lee Schmidt, and duly passed, the court authorized to enter into a Maintenance Agreement with Dover Elevator Company, at $98.50 per month, effective January 1, 1981.

Agreement

FOR COMPLETE ELEVATOR EQUIPMENT PROTECTION

DOVER MASTER MAINTENANCE SERVICE will be provided for the following described elevator(s)
One (1) Dover Oildraulic Passenger Elevator
and bearing serial number(s)
E-55101
In your building located at
Fort Bend County Courthouse
Richmond, Texas

Dover will maintain the entire elevator equipment as hereinafter described, on the terms and conditions subsequently set forth. We will use factory trained men directly employed and supervised by us. They will be qualified to keep your equipment properly adjusted, and they will use all reasonable care to maintain the elevator equipment in proper operating condition.

We will regularly and systematically examine, adjust, lubricate as required, and, if conditions warrant, repair or replace:

POWER UNIT, PUMP MOTOR and CONTROLLER

including

Valves, including relief valve, pilot, lowering, leveling and check valves; or any of the parts thereof

V-belts, strainers, springs and gaskets

Controller relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cable and components for entire operating circuit.

Plunger, guide bearings, packing and packing gland.

Guide rails and guide shoes.

DOVER ALSO AGREES:

To furnish lubricants which are specially prepared and compounded.

To maintain hydraulic fluid at proper operating level.

To make any adjustments, repairs, and replacements which it may be advisable to make before the next regular examination.

To make any hydraulic inspection and test of the pressure relief valve, at our discretion and expense, on each elevator covered under this proposal. We assume no responsibility for the operation of the hydraulic system, under the terms of this proposal, until this test has been made. Should the hydraulic system not meet safety requirements, it shall be the responsibility of the owner to make the necessary repairs and to place said equipment in condition which will be acceptable for coverage under the terms of this agreement. We shall not be liable for damage to equipment or building structure resulting from this test, except where a valid test has been successfully made by us during a twelve month period preceding the effective date of this agreement.

16

To examine, lubricate, adjust, and if conditions warrant, repair or replace all accessory equipment, with exceptions as stated hereinafter.

The following items of elevator equipment are not included in the agreement: refinishing, repairing or replacement of car enclosure, car doors, hoistway enclosures, hoistway door panels, frames and sills, car flooring and floor covering, light fixtures and lamps, main line power switches, breakers and feeders to controller, underground and/or buried piping and jack casing; emergency power plant and associated contactors, emergency car light and battery, smoke and fire sensors with related control equipment not specifically part of elevator controls.

The items listed on the schedule below show considerable wear and will have to be replaced in the near future. To provide you with the maximum of service from these items, we are accepting them in their present condition with the understanding that you agree to pay, in addition to the base amount of this proposal, an extra at the time the items listed are first replaced. The charge for this replacement will be determined by pro-rating the total cost of replacing the individual items. You agree to pay for that portion of the life of the items used prior to the date of this contract, and we agree to pay for that portion used since the date of this contract.

SCHEDULE OF PARTS TO BE PRO-RATED

NAME OF PART	INSTALLED
NONE	

The Purchaser agrees to report immediately any condition which may indicate the need for correction before the next regular examination. You agree to accept our judgment as to the means and methods to be employed for any corrective work under consideration.

All work is to be performed during regular working hours of our regular working days unless otherwise specified below.

Regular time callbacks are included in this contract but are confined to emergency minor adjustments deemed necessary between regularly scheduled inspections.

If overtime work, not included in this contract, is requested by the Purchaser covering examinations, repairs or emergency callback service, you agree to pay us for the difference between regular and overtime labor at our usual billing rates unless otherwise specified under "special conditions."

This service will be furnished from September 28, 19 79 at the price herein named, and will continue until termination as provided herein. Either party may terminate this agreement either at the end of five (5) years, or at the end of any subsequent year by giving the other party sixty (60) days prior written notice.

The price of this service as herein stated shall be Ninety-eight and 50/100 ---------- Dollars, ($ 98.50) per month, payable monthly in advance, upon presentation of invoice.

The contract price shall be adjusted annually as of the anniversary date the service commences, based on the percentage of increase or decrease in the straight time hourly labor cost for elevator examiners in the locality where the equipment is to be examined. For purposes of this agreement, straight time hourly labor cost shall mean the straight time hourly rate paid to elevator examiners plus fringe benefits and union welfare granted in lieu of, or in addition to, hourly rate increases. Fringe benefits include, but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, and hospitalization insurance. The straight time hourly labor cost applicable to this contract is $ 15.505 of which $ 3.775 constitutes fringe benefits.

Subject to the terms and conditions herein, all of which are hereby agreed to:

The adjustments, repairs or replacements to be made will be such as are disclosed to be reasonably necessary by the examination. We shall not be required to make repairs or renewals necessitated by negligence or misuse of the machinery, equipment or car, or due to any other cause beyond our control except ordinary wear. We shall not be required to install new attachments or devices on the equipment as directed or recommended by insurance companies or by government, state, municipal or other authorities or perform any other work not specifically set forth in this contract.

It is understood, in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that Dover Elevator Company assumes any liability on account of accidents to persons or property except those directly due to negligent acts of Dover Elevator Company or its employees, and that the Purchaser's own responsibility for accidents to persons or properties while riding on or being on or about the aforesaid equipment referred to, is in no way affected by this agreement. Dover Elevator Company shall not be held responsible or liable for any loss, damage, detention, or delay caused by accidents, labor troubles, strikes, lockouts, fire, flood, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control, or in any event for consequential damages. No work, service or liability on the part of Dover Elevator Company, other than that specifically mentioned herein, is included or intended. It is agreed that Dover Elevator Company does not assume possession or control of any part of the equipment as set forth herein but remains yours exclusively as the owner or leasee.

Purchaser shall pay as an addition to the price stated, a sum equal to the amount of any taxes which may now or hereafter be exacted from purchaser or seller on account thereof.

In the event of any change in ownership, lessor, lessee or management of the premises to a party other than the purchaser to this agreement, purchaser to this agreement must notify Dover Elevator Co. at least sixty (60) days prior to such change; otherwise, this agreement will in no way be affected by such change and the purchaser shall continue to be bound by the terms and conditions herein.

In the event of any default of the payment provisions herein, purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court cost in connection therewith.

Dover Elevator Company reserves the right to discontinue this contract at any time by notification in writing should payments not be made in accordance with the terms of this agreement.

See Special Conditions, Page 3.

16

In the event the Purchaser's acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

No agent or employee shall have the authority to waive or modify any of the terms of this contract.

SPECIAL CONDITIONS:

During Parts Warranty Period which will expire one (1) year from the date of Final Acceptance, the contract is to be billed at $83.65 per month. At the end of Warranty Period, July 27, 1980, the billing will increase to the amount shown on Page 2 of this Agreement.

Your acceptance of this agreement, and its approval by an executive officer of Dover Elevator Company, will constitute exclusively and entirely the agreement for the service herein described. All prior representations or agreements, whether written or verbal, not incorporated herein are superseded, and no changes in or additions to this agreement will be recognized unless made in writing and signed by both parties.

This proposal and contract is hereby accepted:

ACCEPTED:

DOVER ELEVATOR COMPANY

OFFICE AT 3414 Eastside
Houston, Texas 77098

Service Phone: 526-4251

PURCHASER _____

BY Cleatus Urick
Cleatus Urick

DATE August 7, 1979

BY _____
Signature of authorized official

APPROVED BY _____

TITLE _____ DATE _____

TITLE _____ DATE _____

Copyright 1977, Dover Corporation

FORM DC 26-C & DC 27-C

13

17 RE: APPROVAL OF THREE APPLICATIONS FROM GULF COAST CABLE TV TO LAY CABLE AT THE FOLLOWING LOCATIONS: CROSSING DRAINAGE DITCH IN DOVER COUNTRY SUBDIVISION: CROSSING OAK DALE DRIVE IN DOVE COUNTRY: AND CROSSING DOVE COUNTRY DRIVE IN DOVE COUNTRY SUBDIVISION IN PRECINCT #3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the applications from Gulf Coast Cable TV to lay cable, crossing drainage ditch in Dove Country Subdivision; Crossing Oak Dale Drive in Dove Country; and crossing Dove Country Drive in Dove Country Subdivision, all in Precinct #3, as follows:

17

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cased
Oak Dale	110'± E. of Penwood	60'	✓			—

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

Beginning at the N. R. thence crossing in a southerly direction to the S. R.

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.) The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec., 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

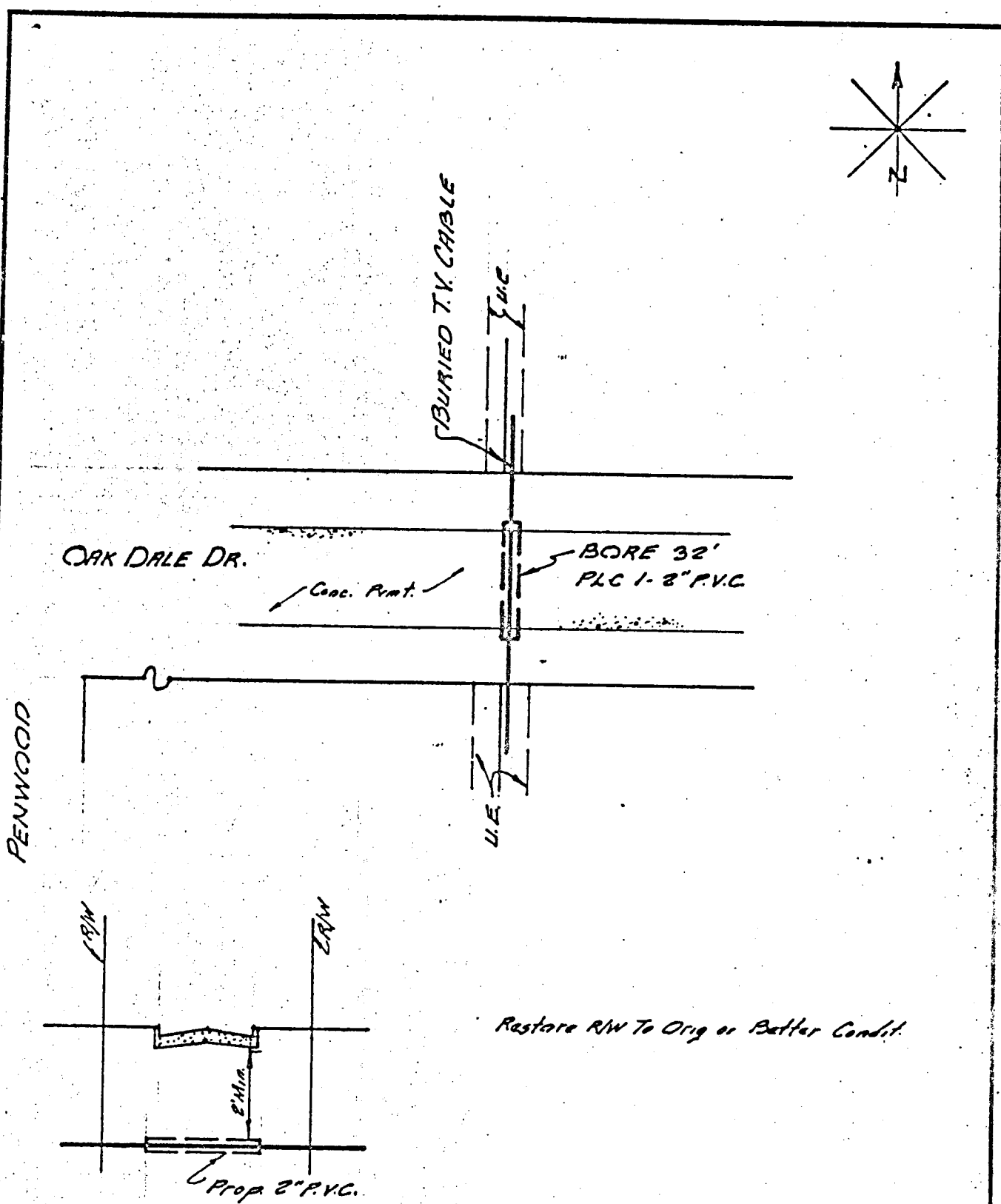
COMPANY NAME: Professional Communications Services
AGENT ~~and/or~~ ~~Owner~~ (accessible 24 hrs/day, 7 days/week

D F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 11-28-80
ADDRESS: 7122 Marisol
Street/P.O. Box
Houston Tx 77083
City State Zip

17



ORDER NO. 701-027	
NO. OF PLATS 3	PLAT NO. 1
EXCH.	
C.O. Pike	
TAX DIST. P.B. Co.	AREA NO.
DATE ISSUED 11-28-80	DATE REVISED
PREPARED BY P.C.S.	DRAWN BY
APPROVED	

COMPLETION DATE_____

C&P 2-70380

13

17

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 16 day of December, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date November 28, 1980, permit no. 80068 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley T. Kucha
COUNTY ENGINEER

COMMISSIONERS COURT FORT BEND COUNTY, TEXAS

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
County Clerk

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

17

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pol line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Fort Bend Drainage District Ditch		100'			✓	

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE
Fort Bend Drainage District Ditch	R.W. of Oak Dale	R.E. of Fair Oak	1800'± W. Side 1550'± E. Side

13

GENERAL DESCRIPTION

Being along the W. & E. Side of a Fort Bend County Drainage Ditch as it passes thru Dove Country Subdivision

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Services David F. Meredith
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week

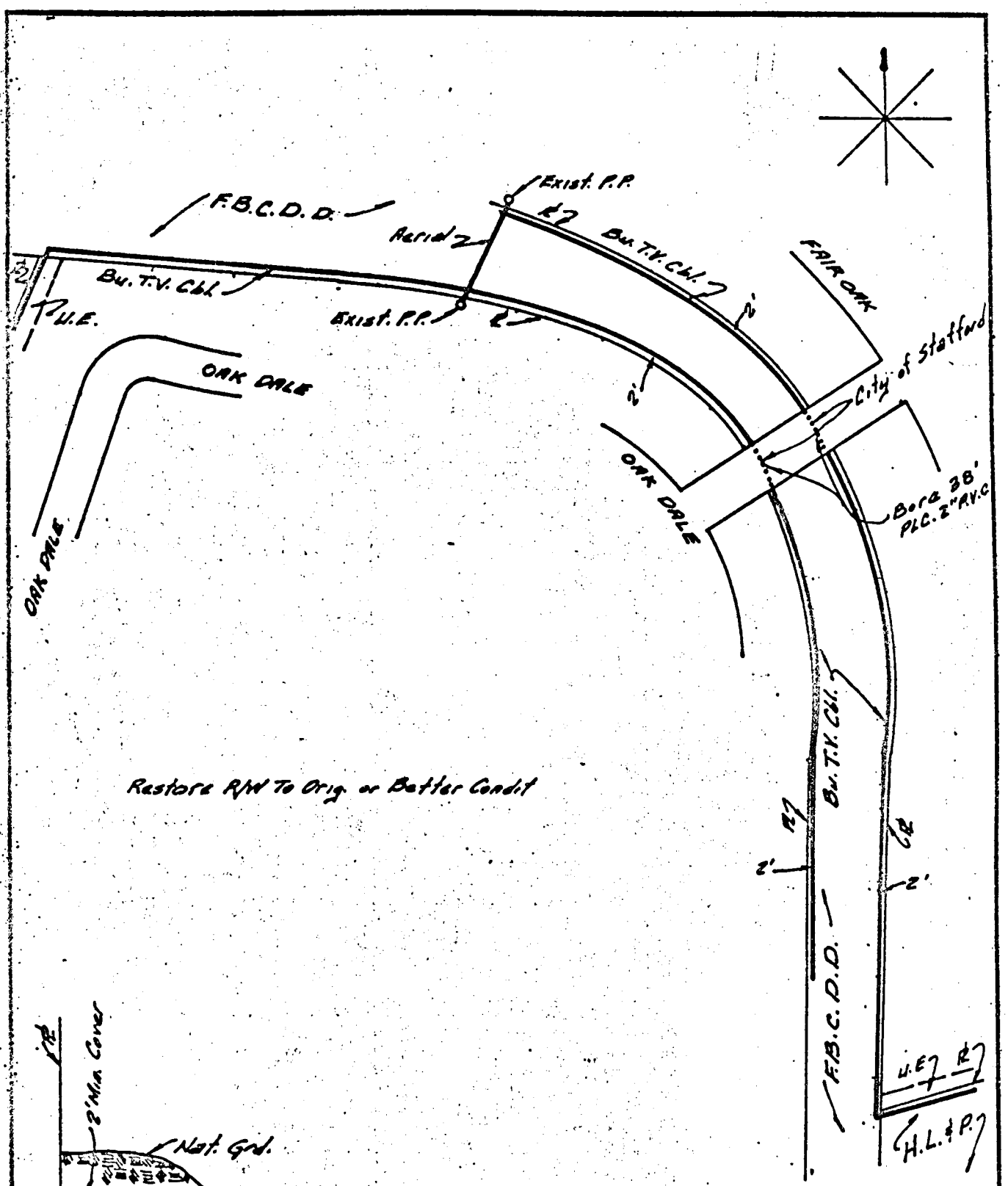
D/ F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 11-28-80
ADDRESS: 7122 MARISOL
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

17



ORDER NO.	701-027		
NO. OF PLATS	3	PLAT NO.	3
EXCH.			
C. O.	Pike		
TAX DIST.	F.B. CO.	AREA NO.	
DATE ISSUED	11-28-80	DATE REVISED	
PREPARED BY	P.C.S.	DRAWN BY	
APPROVED			

COMPLETION DATE_____

S & P 2-TORRO

13

17

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 16 day of December, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date November 28, 1980, permit no. 80069 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes.

13

Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY Stanley I Kucera
COUNTY ENGINEER

FORT BEND COUNTY TEXAS

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Paul Eellett
County Clerk ~~xxxxx~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

17

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cas
Dove Country	110'± W. of Oak Dale	80'	✓			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

Beginning at the N. R.O.W. thence in a Southerly Direction to the S. R.O.W.

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Services David F. Meredith
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week

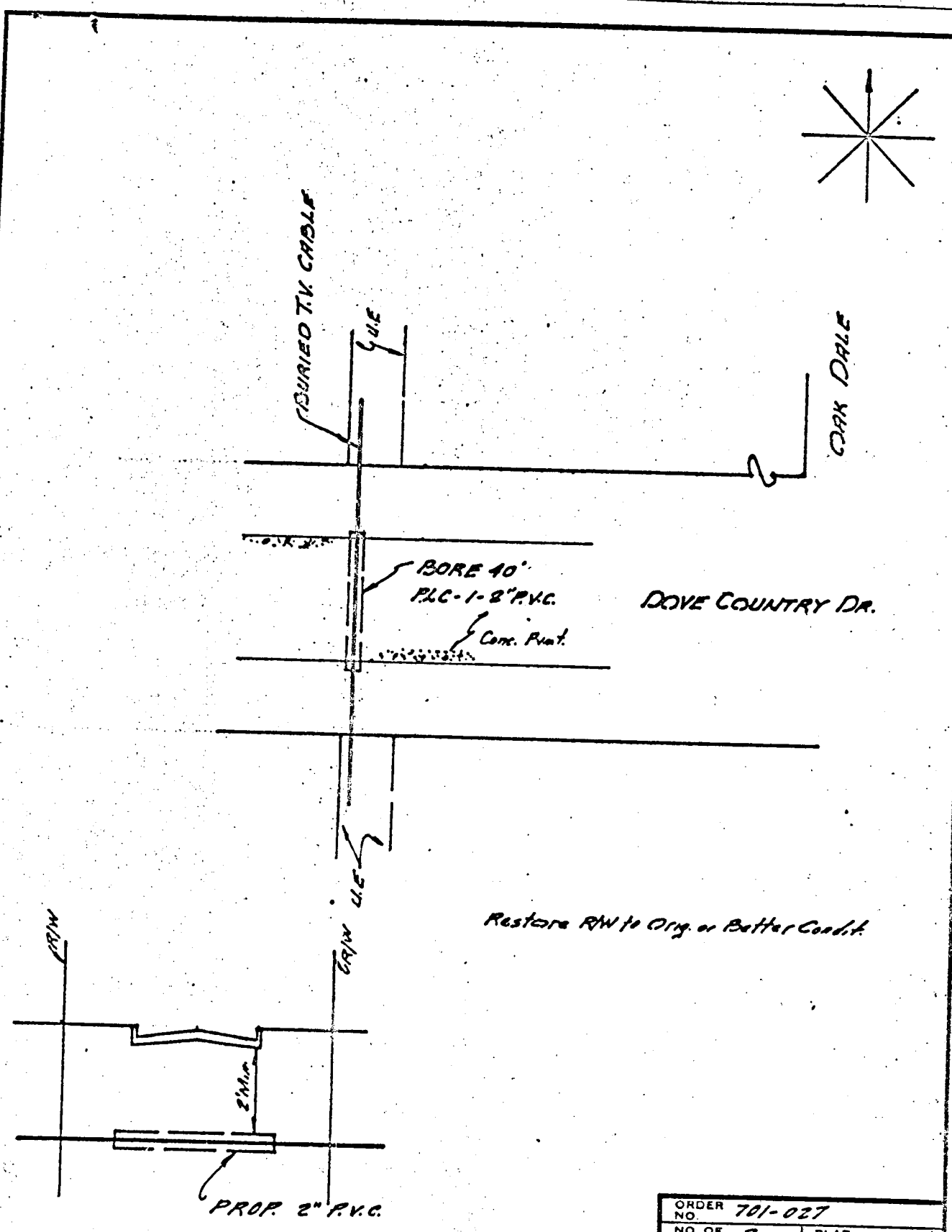
D/F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 11-28-80
ADDRESS: 7122 MARISOL
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

17



ORDER NO. 701-027	
NO. OF PLATS 3	PLAT NO. 2
EXCH.	
C.O. Pike	
TAX DIST. F.B. Co.	AREA NO.
DATE ISSUED 11-20-80	DATE REVISED
PREPARED BY P.C.S.	DRAWN BY
APPROVED [illegible]	

COMPLETION DATE _____

13

17

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 16 day of December, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date November 28, 1980, permit no. 80070 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kucera
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
County Clerk Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

18 RE: APPROVE PAYMENT IN THE AMOUNT OF $84,208.50 TO MEYERSON CONSTRUCTION COMPANY FOR THE COURTHOUSE RENOVATION PROJECT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the payment of $84,208.50 to Meyerson Construction Company for the Courthouse renovation project. Bill as follows:

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APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 4 PAGES

TO (Owner): Ft Bend County

PROJECT: Ft Bend County Court House

APPLICATION NO: 10

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

PERIOD FROM: 11-1-80
TO: 11-30-80

ATTENTION:

CONTRACT FOR: Alterations and Additions

ARCHITECT'S PROJECT NO:

CONTRACT DATE: February 11, 1980

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		40910.85	0.
Approved this Month			
Number	Date Approved		
TOTALS		40910.85	0.
Net change by Change Orders			40910.85

The undersigned Contractor certifies that to the best of his knowledge, information 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 issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Heyerson Construction Co.

By: [signature] Date: 12-2-80

Application is made for Payment, as shown below, in connection with the Contract. **Continuation Sheet, AIA Document G703,** is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM	$ 1,811,000.00
Net change by Change Orders	$ 40,910.85
CONTRACT SUM TO DATE	$ 1,851,910.85
TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ 1,427,165.86
RETAINAGE 10 % or total in Column I on G703	$ 142,716.59
TOTAL EARNED LESS RETAINAGE	$ 1,284,449.27
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$ 1,200,240.77
CURRENT PAYMENT DUE	$ 84,208.50

State of: Texas County of: Harris
Subscribed and sworn to before me this 2nd day of Dec. ,19 80
Notary Public: Roberta M Gibbs
My Commission expires: 5-31-81

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

12/16/80

AMOUNT CERTIFIED ..... $ 84,208.50

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: RAY B. BAILEY ARCHITECTS, INC.

By: [signature] Date: 10 DEC 1980

This 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.

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • APRIL 1978 EDITION • AIA® • © 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

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CONTINUATION SHEET *AIA DOCUMENT G703* PAGE 2 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 10
APPLICATION DATE: Dec. 2, 1980
PERIOD FROM: 11-1-80
TO: 11-30-80
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C−G)	RETAINAGE
			Previous Applications	This Application					
				Work in Place	Stored Materials (not in D or E)				
1.	Bond,Bldrs.Rk.,Bl.Permit	28700.	24680.	576.		25256.	88	3444.	
2.	Clean Up,Clean Glass	5900.	590.	590.		1180.	20	4720.	
3.	Scaffold	27450.	25250.	553.		25803.	94	1647.	
4.	Demolition	64100.	62818.	0.		62818.	98	1282.	
5.	Excavation	1925.	1925.	0.		1925.	100	0.	
6.	Fill	800.	400.	0.		400.	50	400.	
7.	Grade Around Building	475.	0.	0.		0.		475.	
8.	Sodding	700.	0.	0.		0.		700.	
9.	Formwork	13000.	10400.	0.		10400.	80	2600.	
10.	Steel	80025.	77625.	0.		77625.	97	2400.	
11.	Foundation Concrete	1700.	1530.	0.		1530.	90	170.	
12.	1st Floor Concrete	750.	375.	0.		375.	50	375.	
13.	2nd Floor Concrete	225.	225.	0.		225.	100	0.	
14.	3rd Floor Concrete	975.	975.	0.		975.	100	0.	
15.	Walk Concrete	350.	0.	0.		0.		350.	
16.	Fine Grading	230.	0.	0.		0.		230.	
17.	Cement Finish	3700.	3150.	0.		3150.	85	550	
18.	Clean Masonry, Metal	42550.	42550.	0.		42550.	100	0.	
19.	Water Repellent	4000.	3122.	0.		3122.	78	878.	
20.	Masonry	19250.	18288.	0.		18288.	95	962.	
21.	Marble	4725.	0.	0.		0.		4725.	
22.	Lumber	15700.	14915.	0.		14915.	95	785.	
23.	Millwork	206400.	103200.	~~25800,51600.~~	25800.	154800.	75	51600.	
24.	Waterprf.,Dampprf.,Caulk.	39700.	35730.	3176.		38906.	98	794.	
25.	Insulation	6750.	6400.	350.		6750.	100	0.	
26.	Skylight	1300.	1300.	0.		1300.	100	0.	
27.	Roof Hatch	375.	375.	0.		375.	100	0.	
28.	Roof.,Sheet Metal	89700.	80730.	0.		80730.	90	8970.	
29.	Hollow Metal Material	675.	675.	0.		675.	100	0.	

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CONTINUATION SHEET *AIA DOCUMENT G703*

PAGE 3 OF 4 PAGES

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TO: 11-30-80
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: Previous Applications	WORK COMPLETED: This Application: Work in Place	WORK COMPLETED: This Application: Stored Materials (not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C−G)	RETAINAGE
30.	Hardware Material	12300.	12300.	0.		12300.	100	0.	
31.	Glass, Mirrors	42700.	4270.	4405 ~~6405.~~	2000.	10675.	25	32025.	
32.	Wthrstrip.,Threshhold	9750.	0.	0.		0.		9750.	
33.	Drywall	42050.	37425.	0.		37425.	89	4625.	
34.	Cer.Tile,Terrazzo	66100.	56175.	0.		56175.	85	9925.	
35.	Acoustic Tile	17600.	13650.	0.		13650.	77	3950.	
36.	Res. Floor,Carpet	22850.	450.	0.		450.	2	22400.	
37.	Lathing,Plastering	64850.	58365.	0.		58365.	90	6485.	
38.	Wood Flooring	12300.	4075.	0.		4075.	33	8225.	
39.	Metal Ceiling	3725.	3350.	375.		3725.	100	0.	
40.	Painting,Wall Cover	120750.	60375.	12075.		72450.	60	48300.	
41.	Toilet Room Accessories	3075.	2775.	0.		2775.	90	300.	
42.	Fire Extin. Cabinets	275.	0.	0.		0.		275.	
43.	Disappearing Stair	1675.	1675.	0.		1675.	100	0.	
44.	Safety Treads	550.	440.	0.		440.	80	110.	
45.	Refrigerator	675.	0.	~~675.~~	675.	675.	100	0	
46.	OSLouvers	500.	450.	0.		450.	90	50.	
47.	Detention Equipment	10700.	10700.	0.		10700.	100	0.	
48.	Elevator	32325.	0.	0.		0.		32325.	
49.	Plumbing	106350.	90398.	4508. ~~8508.~~	4000.	98906.	93	7444.	
50.	HVAC	236300.	226850.	4724.		231574.	98	4726.	
51.	Sprinkler System	17700.	17500.	0.		17500.	99	200.	
52.	Blinds	30000.	0.	0.		0.		30000.	
53.	Alt. No. 5 Allowance	25000.	0.	0.		0.		25000.	
54.	Alt. No. 6 Allowance	27000.	6300.	0.		6300.	2	20700.	
55.	Repoint Brick Allowance	10000.	8600.	0.		8600.	86	1400.	
56.	Repair Statue Allowance	2500.	2080.	0.		2080.	80	420.	
57.	Repair,Patch Tile Allow.	6000.	0.	0.		0.		6000.	
58.	Security Alarm Allow.	3000.	0.	0.		0.		3000.	

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CONTINUATION SHEET *AIA DOCUMENT G703*

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			Previous Applications	This Application					
				Work in Place	Stored Materials (not in D or E)				
59.	PatchWaterDam.Plaster	5000.	0.	0.		0.		5000.	
60.	Repair Clock Allowance	2000.	2000.	0.		2000.	100	0.	
61.	Graphic Allowance	6000.	0.	0.		0.		6000.	
62.	Pigeon Control Allowance	1000.	1000.	0.		1000.	100	0.	
63.	GlazedBrickMatl.Allowance	3000.	01	0.		0.		3000.	
64.	Repair Copper Allowance	5000.	1584.01	0.		1584.01	32	3415.99	
65.	Electrical	198270.	152675.	3958.		156633.	79	41637.	
	Change Order No. 1	8312.85	8312.85	0.		8312.85	100	0.	
	Change Order No. 2	10018.	10018.	0.		10018.	100	0.	
	Change Order No. 3	542.	542.	0.		542.	100	0.	
	Change Order No. 4	1491.	1491.	0.		1491.	100	0.	
	Change Order No. 5	20547.	20547.	0.		20547.	100	0.	
		1851910.85	1333600.86	93565. 61690.	32475.	1427165.86		424744.99	

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Fort Bend County Courthouse
Attachment to Application for Payment #10

Description	Total Completed and Stored to Date	Amount of Total Stored at Job Site
Item 23 - Millwork	$154,800.00	$77,400.00
Item 28 - Roofing & Sheetmetal	80,730.00	12,110.00
Item 30 - Hardware Material	12,300.00	11,070.00
Item 35 - Acoustic Tile	13,650.00	8,873.00
Item 38 - Wood Flooring	4,075.00	4,075.00
Item 54 - Alternate No. 6 Allowance (Antique Light Fixtures)	6,300.00	6,300.00

19 RE: APPROVE PAYMENT IN THE AMOUNT OF $2,917.00 TO RAY B. BAILEY ARCHITECTS INC. FOR THE COURTHOUSE RENOVATION PROJECT:

13

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the payment in the amount of $2,917.00 to Ray B. Bailey Architects Inc. for the Courthouse renovation project, as follows:

Invoice No. 7901.20

ARCHITECTURAL SERVICES PHASE V: Contract administration and related meetings for the restoration and renovation of the Fort Bend County Courthouse, Richmond, Texas, from November 1 through November 30, 1980.

BASIC SERVICES: 94.3% Completion of Project Services

$1,870,000.00 x 12% x .943 =	$211,609.00
Less Previous Invoices:	-208,692.00
TOTAL THIS INVOICE:	$ 2,917.00

cc.

20 RE: APPOINT TWO MEMBERS OF COMMISSIONERS' COURT AS REPRESENTATIVES AND TWO MEMBERS OF COMMISSIONERS' COURT AS ALTERNATES TO THE H-GAC GENERAL ASSEMBLY AND DESIGNATE WHICH REPRESENTATIVE AND ALTERNATE WILL SERVE ON THE H-GAC BOARD OF DIRECTORS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court designated the following members as the representatives and alternates to the General Assembly of the Houston-Galveston Area Council for the year 1981 and representative and alternate to the Board of Directors of the Houston-Galveston Area Council.

DESIGNATION OF REPRESENTATIVE

HOUSTON-GALVESTON AREA COUNCIL

GENERAL MEMBERSHIP BODY

AND

EXECUTIVE COMMITTEE

1981

* * * * * *

BE IT RESOLVED, by the Commissioners' Court of FORT BEND County Texas, that the following be, and they are hereby, designated as the representatives and alternates to the General Assembly of the Houston-Galveston Area Council for the year 1981:

Representative County Judge Jodie E. Stavinoha

Alternate Commissioner Alton Pressley

Representative Commissioner Johnnie Pustka

Alternate Commissioner W. Lee Schmidt

FURTHER THAT, the following be, and they are hereby, designated as the representative and alternate to the Board of Directors of the Houston-Galveston Area Council for the year 1981:

Representative County Judge Jodie E. Stavinoha

Alternate Commissioner Johnnie Pustka

THAT, the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named delegate and alternate.

PASSED AND ADOPTED THE 15th day of December, 19 80.

Commissioners' Court of FORT BEND County

ATTEST:

By Patsy Elliott

12/1/80

21 RE: APPROVAL OF CONTRACT WITH SANTA FE RAILROAD FOR RAILROAD CROSSING ON LOCKWOOD ROAD, NEAR THOMPSONS IN PRECINCT #1:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the contract between The Atchison, Topeka and Santa Fe Railway Company and County of Fort Bend for Railroad crossing on Lockwood Road near Thompsons in Precinct #1, and authorizing the County Judge to Sign same. Contract as follows:

(The following is a copy of contract
Original signed copy will be recorded in the minutes in full)

AGREEMENT, Made this ___ day of _____, 19___, between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (hereinafter called "Santa Fe"), as First Party, and COUNTY OF FORT BEND, TEXAS, a political subdivision of State of Texas, acting hereunto duly authorized (hereinafter called "County"), as Second Party,
WITNESSETH:

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RECITALS:

County desires to use a certain portion of Santa Fe's property near Thompsons, Fort Bend County, Texas, upon which to construct and thereafter maintain and use a Public Road which is agreeable to Santa Fe upon the terms and conditions hereinafter stated.

AGREEMENT
ARTICLE I

1. Santa Fe, for and in consideration of the sum of One and No/100 Dollar ($1.00) cash to it paid by County, the receipt whereof is hereby acknowledged, and of the full and faithful performance by County of its covenants herein set forth, hereby licenses County to use a portion of Santa Fe's property situated near Thompsons, Fort Bend County, Texas, for the purpose of construction, maintaining and using a Public Road for Lockwood Road, the property, license to use which is hereby given, being shown in red on print AGM-E Amarillo, Texas, dated August 19, 1980, hereto attached, marked Exhibit "A", and made a part hereof.

2. Santa Fe agrees that it will, at County's expense, perform the work shown on Exhibit "B", dated November 26, 1980, hereto attached, and made a part hereof.

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3. Santa Fe agrees that it will, at its own expense, maintain the timber crossing, within the limits of the ties, the cross buck signs and whistle posts provided that in the event of discontinuance of use by Santa Fe of the track all obligations assumed by it hereunder as to such track shall cease and be at an end.

ARTICLE II

In consideration of the aforesaid license, County covenants and agrees to and with Santa Fe as follows:

1. That it will use the licensed premises exclusively as a site for a Public Road.

2. That it will not let or sublet the whole or any part of the licensed premises for any purpose whatsoever or assign this license without the written consent of Santa Fe in each instance.

3. That in case of eviction of County by anyone owning or claiming title to the whole or any part of the licensed premises, Santa Fe shall not be liable to County for any damage of any nature whatsoever.

4. That if the licensed premises, or any part thereof, cease to be used at any time for the purpose licensed, County will deliver up to Santa Fe the possession of the whole, or such part so ceased to be used.

5. That no legal right of Santa Fe to maintain, use and relocate any railroad facilities now located upon the licensed premises, or to construct, maintain, use and relocate such track, or tracks, or other railroad facilities as it may desire upon or across the licensed premises shall be in anywise affected by the giving of this license.

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6. That if, at any time during the term hereof, Santa Fe shall desire to make any use of the licensed property with which the Public Road will in any way interfere, including the relocation of existing or the construction of new tracks, pole lines, wires, pipelines, conduits, and other facilities in which it shall have an interest, County shall at no expense to Santa Fe, make such changes in the Public Road as in the judgment of the Santa Fe may be necessary to avoid interference with the proposed use of its property.

7. That it will release and vacate the licensed premises occupied by any or all of said Public Road remove the Public Road from the licensed premises and otherwise fully restore the premises to the condition in which they existed prior to the beginning of the work herein covered, immediately after the need for such Public Road ceases to exist.

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8. That this license is made subject to all valid, existing and future contracts, agreements, licenses and easements which may affect said licensed property, covering roads, public and private; pole lines and appurtenances; water lines, or other facilities.

9. That it will maintain the Public Road upon the licensed premises (except the portions thereof to be maintained by Santa Fe, as provided in Section 3 of Article I).

10. That it will do no work on Santa Fe's property without first contacting Santa Fe's Superintendent at Temple, Texas, and securing his approval of such work.

11. That if County contracts the work on Santa Fe's property then the contract or contracts to be let by County for the construction of the work to be undertaken by it hereunder shall provide:

A. Standard Manufacturers' and Contractors' Liability Insurance. The Contractor shall furnish evidence to Santa Fe that, with respect to the operations he performs, he carries regular Contractors' Liability Insurance providing for a limit of not less than one million dollars ($1,000,000.00) for all damages arising out of bodily injuries to/or death of one or more persons in any one occurrence, and Property Damage Liability Insurance providing for a limit of not less than five hundred thousand dollars ($500,000.00) for all damages arising out of injury to/or destruction of property in any one occurrence and subject to that limit per occurrence, a total (or aggregate) limit of one million dollars ($1,000,000.00) for all damages arising out of injury to/or destruction of property during the policy period.

If any part of the work is sublet similar insurance shall be provided by or in behalf of the subcontractors to cover their operations.

B. Contractors' Protective Liability Insurance. The Contractor shall furnish evidence to Santa Fe that, with respect to the operations performed for him by subcontractors, he carries in his own behalf regular Contractors' Protective Liability Insurance providing for a limit of not less than one million dollars ($1,000,000.00) for all damages arising out of bodily injuries to/or death of one or more persons in any one occurrence, and Protective Property Damage Liability Insurance providing for a limit of not less than five hundred thousand dollars ($500,000.00) for all damages arising out of injury to/or destruction of property in any one occurrence and subject to that limit per occurrence, a total (or aggregate) limit of One Million Dollars ($1,000,000.00) for all damages arising out of injury to/or destruction of property during the policy period.

The above insurance shall remain in force for the duration of County's contractors' work on Santa Fe property.

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12. That if it shall become necessary in the future reconstruction and/or maintenance of said Public Road and the County requests any changes or alterations in Santa Fe's right of way fences, signal, power and/or communication pole and wire lines, and/or other facilities located upon the licensed premises, such changes or alterations, if agreeable to Santa Fe, will be made by Santa Fe at County's expense.

13. That it will pay to Santa Fe, upon receipt of an itemized bill thereof, the actual cost for those items of work as covered in Exhibit "B".

14. That all of the covenants hereof shall inure to the benefit of the successors and assigns of Santa Fe, to the same extent as to Santa Fe. 13

ARTICLE III

The parties mutually agree that the drainage shall remain as the natural lay of the land now requires, and nothing shall be done to change said natural drainage. Further, the parties mutually agree that the natural drainage will be maintained as the water does not now drain along the new road to the Railway Company's right of way at its intersection with the road. This condition will exist after construction of said road.

ARTICLE IV

The parties mutually agree that this license shall be effective from its date, and thereafter so long as said Public Road shall be located on the licensed premises and be maintained in accordance with Section 9 of Article II hereof.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the day and year first above stated.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

By: _____
Its Assistant to General Manager

ATTEST:

_____
Assitant Secretary for Railway Company

FORT BEND COUNTY, TEXAS

By: _____
Its County Judge

_____

_____

ORDER NO_____ DATE_____

At a regular meeting of the Commissioner's Court of Fort Bend County, Texas, held _____, on motion made by _____, and seconded by _____, Commissioner of District No. _____, the following order was adopted:

WHEREAS, the county of Fort Bend has requested that The Atchison, Topeka and Santa Fe Railway Company grant the County permission for a public road crossing at Railway Mile Post 31 + 4840 feet within the railroad right-of-way in connection with the Lockwood Road Project.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that_____, County Judge of Fort Bend County, is hereby authorized and directed to execute an agreement with The Atchison, Topeka and Santa Fe Railway Company to use a portion of said Railway Company Property, situated as herein before described, for the purpose of constructing a public road.

DONE IN OPEN COURT, all members present voting.

_____
County Judge

RECOMMENDED FOR APPROVAL:

_____

21

100016-5

EXHIBIT "A"
TO CONTRACT BETWEEN

THE ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY
SOUTHERN DIVISION — HALL DISTRICT

AND

FORT BEND COUNTY

COVERING

PUBLIC ROAD GRADE CROSSING

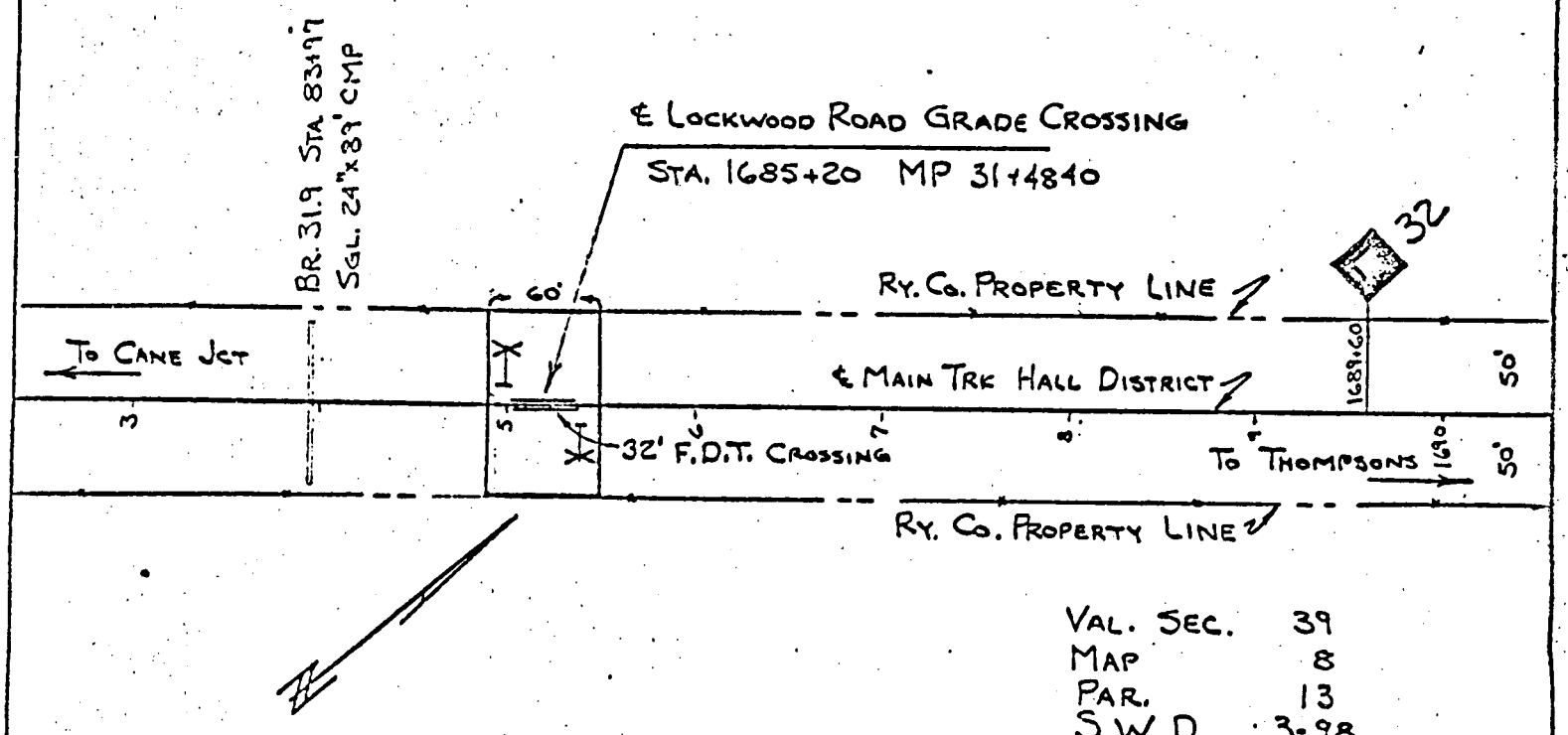
NEAR

THOMPSONS, FORT BEND COUNTY, TEXAS

SCALE 1" = 100' A.G.M.-ENGINEERING-AMARILLO, TEXAS No. X-3922

DATED: AUGUST 19, 1980

13



VAL. SEC. 39
MAP 8
PAR. 13
S.W.D. 3-98

DESCRIPTION:

SITE SHOWN HEREON IN RED COLOR CONTAINS AN AREA OF 6,000 Sq FT. AND IS TO BE USED FOR A PUBLIC ROAD.

MAP J-141-13340

21

EXHIBIT "B"

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
FORCE ACCOUNT ESTIMATE
FOR
FORT BEND COUNTY

In connection with the construction of a grade crossing for Lockwood Road at Railway Company's Hall District Mile Post 31 + 4840 feet near Thompsons, Fort Bend County, Texas.

WORK TO BE DONE BY RAILWAY COMPANY FORCES AT COUNTY EXPENSE

1. Furnish necessary engineering
2. Install one 32 foot full depth timber plank crossing
3. Install two cross buck signs
4. Install two whistle posts
5. Remove portions of right of way fences

Note:
This estimate does not include grading or paving outside the ends of ties nor does it include clearing of vegetation on Railway Company property, adjacent to the crossing. This work will be accomplished by County at their expense.

13

MATERIAL:					
Full depth timber planking	MBM	1.724	1205.00	2077.42	
Cross buck signs	Ea	2	187.00	374.00	
Whistle posts	Ea.	2	45.00	90.00	
Fence	LS			50.00	
Handling: 5% x 2591.74				129.57	
Freight				31.10	
Equipment rental, repairs and depreciation				660.00	3412.09
LABOR:					
Engineering				100.00	
Billing and Accounting				200.00	
Install crossing timber				300.00	
Install cross buck signs				60.00	
Install whistle posts				20.00	
Remove right of way fence				100.00	
Vacation allowance 7.25% x 780.00				56.55	
Paid holiday 3.5% x 680				23.80	
Insurance ($2,000,000 single limit)				142.00	
Supplemental pensions $0.12 x 78				9.36	
Payroll taxes: 23.3% x 860.35				200.46	
Health & Welfare 5.0% x 780.00				39.00	
Personal expenses				195.00	1446.17
Sub-Total					4858.26
Add for contingencies					485.83
Estimated cost to County					5344.09

Dated: November 26, 1980

35

The Court recessed at 4:20 o'clock P.M. until Thursday December 18, 1980 at 9:00 o'clock A.M. for Public Hearing on the Proposed 1981 Budget and Revenue Sharing Funds.

The Court heard from Various Department Heads and held discussions on the proposed 1981 budget.

The Court recessed the Budget hearing at 4:15 o'clock P.M. until 8;00 o'clock A.M. on December 19, 1980.

The Court re-convened at 8:15 o'clock A.M. on December 19, 1980 to continue the Budget Hearing.

The Court recessed the Budget hearing at 9:20 o'clock A.M. for Board of Equalization hearing at 9:40 o'clock A. M. on December 19, 1980.

13

Add 1

Mr. Alfred Hafer and Mr. Robert Coller appeared before the Board of Equalization to protest the market value of Agriculture exemption on 70.68 acres of land. Mr. Hafer and Mr. Coller asked that the value be lowered from the $2300.00 assessed value to $1300.00 per acre.

ON Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court ordered that the request be denied and that the other tract on the Freeway, valued at $2300.00 be considered and be re-valued accordingly.

The court recessed the Board of Equalization until 9:00 o'clock A. M. on December 29, 1980,

---

The Court re-convened the Budget Hearing at 10:45 o'clock and the Revenue Sharing Funds for 1981, at 1:15 o'clock P.M.

The Court recessed the Budget Hearing at 2:50 o'clock P.M. until Monday Afternoon on December 22, 1980.

Jodie E. Thornton
COUNTY JUDGE

ATTEST:
Pearl Ellett
COUNTY CLERK

SPECIAL SESSION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 22nd day of December, 1980, 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
Elton King	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, as corrected.

13

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2 RE: APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

No changes in Deposotory Pledge Contracts.

---

3 RE: OPEN BIDS FOR OFFICE BUILDING FOR PRECICT #4:

The Court opened bids for office building for Precinct #4. The bids to be checked and accepted at another court meeting.

---

4 RE: APPOINT A FIRE MARSHAL FOR FORT BEND COUNTY:

On Motion of Commissoner Tony Jebbia, seconded by Commissioner W. Lee Schmidt and duly passed, the court appointed Charles Edward "Butch" Gore, Fire Marshal of Fort Bend County, to replace T. O. Bock, effective January 1, 1981.

---

5 RE: ALLOCATION OF $4500.00 TO THE STAFFORD FIRE DEPARTMENT FROM THE COUNTY'S FIRE DEPARTMENT REVOLVING FUND:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized the payment of $4500.00 out of the County's Fire Department revolving fund to the Stafford Fire Department, to be applied toward the purchase of $4,488.00 worth of Fire Department equipment.

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6 RE: AMEND THE BUDGET FOR EMERGENCY ALLOCATION TO INVESTIGATIVE FUND FOR DISTRICT ATTORNEY'S OFFICE:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner Tony Jebbia, and duly passed, the court approved to amend the budget of The District Attorney's office in the amount of $572.00 to be paid out of the anticipated ending balance of 1980.

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7 RE: REVIEW FEE OFFICERS' MONTHLY REPORTS:

On motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the fee officers' report as presented, as follows:

FEE OFFICER'S REPORT

COMMISSIONERS' COURT

NOVEMBER 1980

COUNTY JUDGE			$ 250.50
COUNTY CLERK	LAW LIBRARY $32.00	FEES $32,756.20	$ 32,788.20
TAX ASSESSOR COLLECTOR	TITLES $ 2,388.00	FEES $ 18,809.82	$ 21,197.82
DISTRICT CLERK	LAW LIBRARY $ 604.00	FEES $ 6048.50	$ 6,652.50
DISTRICT ATTORNEY			$ 2,116.60
CHILD SUPPORT			$ 804.00
ADULT PROBATION			$ -0-
JUSTICE OF THE PEACE PRECINCT # ONE	$ 23,841.30		
CIVIL AND SMALL CLAIMS	$ 51.00		$ 23,892.30
JUSTICE OF THE PEACE PRECINCT # TWO	$ 9,140.75		
CIVIL AND SMALL CLAIMS	$ 84.00		$ 9,224.75
JUSTICE OF THE PEACE PRECINCT # THREE	$ 17,346.08		
CIVIL AND SMALL CLAIMS	$ 142.00		$ 17,488.08
JUSTICE OF THE PEACE PRECINCT # FOUR	$ 6,409.77		
CIVIL AND SMALL CLAIMS	$ 38.00		$ 6,447.77
ALL JUSTICE OF THE PEACE OFFICES			
GRAND TOTAL FOR THIS MONTH	$ 57,052.90		
CONSTABLE PRECINCT # ONE			$ 1,115.00
CONSTABLE PRECINCT # TWO			$ 103.00
CONSTABLE PRECINCT # THREE			$ 252.00
CONSTABLE PRECINCT # FOUR			$ 154.00
GRAND TOTAL FOR MONTH	$ 1,624.00		
SHERIFF			$ 10,039.56
HEALTH AND SANITATION			$ 57.00
AMBULANCE			$ 5,404.75
ANIMAL CONTROL			$ 232.00
SANITARY LANDFILL			$ 45,763.85
LIBRARIES			$ 753.26
COUNTY WELFARE			$ 981.64
FAIRGROUNDS			$ 2,715.00
JUVENILE PROBATION			$ 145.00
COUNTY ENGINEERING **** NO REPORT SUBMITTED			$ *****
		TOTAL FOR MONTH	$ 188,578.58

3

2

8 RE: APPROVE PAYMENT IN THE AMOUNT OF $3,309.16 FROM UNDERWOOD-NEUHAUS & COMPANY FOR FINANCIAL SERVICES RENDERED IN CONNECTION WITH SALES OF CERTIFICATES OF OBLIGATIONS FOR THE COURTHOUSE RENOVATION PROJECT:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the request for payment in the amount of $3,309.16 from Underwood-Neuhaus & Company for financial services rendered in connection with sales of certificates of obligation for the Courthouse renovation project, as follows:

EST. 1907
UNDERWOOD, NEUHAUS & CO.
INCORPORATED
724 TRAVIS ST. AT RUSK AVE.
HOUSTON, TEXAS 77002
(713) 221-2200

U S GOVERNMENT MUNICIPAL
AND CORPORATE SECURITIES
REAL ESTATE INVESTMENTS
SECURITIES OPTIONS

MEMBERS
PRINCIPAL SECURITIES EXCHANGES
SECURITIES INVESTOR PROTECTION
CORPORATION

December 16, 1980

Honorable County Judge and Commissioners Court
Fort Bend County Courthouse
Richmond, Texas 77469

13

Fee for financial advisory services rendered in connection with the issuance and sale of $825,000 Fort Bend County Limited Tax Courthouse Improvement Certificates of Obligation, Series 1980.		$9,732.81
Reimbursable expenses paid by financial advisor: 4 delivery charges	$100.00	100.00
Total Amount Due		$9,832.81
Par Amount Issued to Date	$825,000	
Percentage Issued to Date	100.00	
Amount Due to Date		$9,832.81
Less: Amount Paid 7/15/80, check no. 01225		6,523.65
Total Amount Due to Date		$3,309.16

Very truly yours,

UNDERWOOD, NEUHAUS & CO. INCORPORATED

Frank J. Ildebrando

FJI:jr
B550

cc 12/22/80

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9 RE: APPROVAL OF APPLICATIONS FROM GULF COAST CABLE TV TO CROSS SEVERAL ROADS & DRAINAGE DITCHES IN RIDGEGATE SUBDIVISION IN PRECINCT 3:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the applications from Gulf Coast Cable TV to cross several roads & drainage ditches in Ridgegate Subdivision in Precinct 3, as follows:

(Applications recorded in the minutes in full)

9

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE
LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
Key Map Ref. 500048
Permit Notification No. 80087

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
W. Ridgecreek	110'E. of Irish Hill	80'	ø40'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

From the N. E/w of W. Ridgecreek crossing to the S. R.W.

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week

D/F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 MARISOL
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

13

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of December, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Televsion, date December 10, 1980, permit no. 80087 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. 13

Upon Motion of Commissioner Tony Jobes, seconded by Commissioner Johnnie Pustka duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY Stanley L Kuchar
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
Co Clerk Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

413

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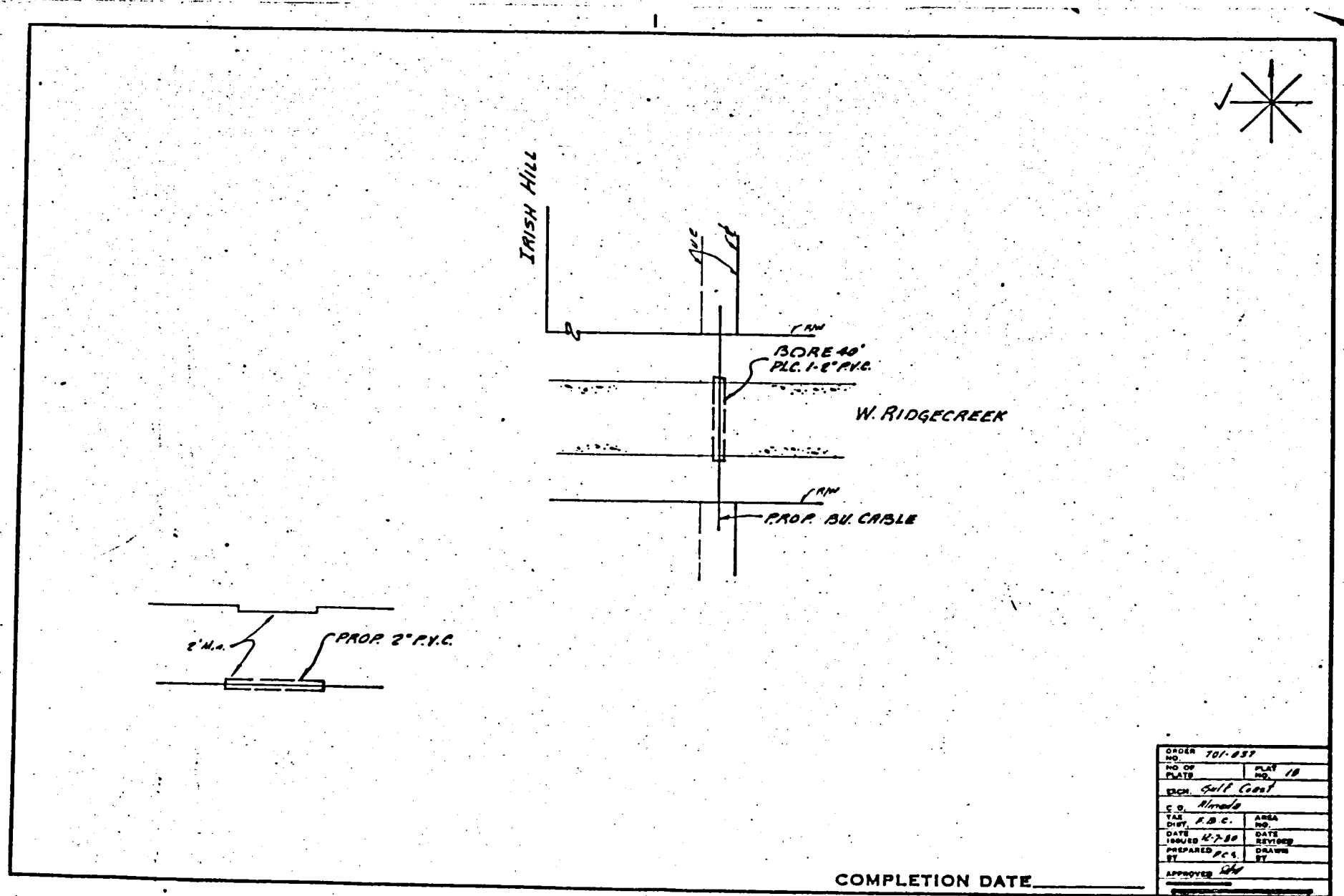
IRISH HILL
BORE 40'
PLC. 1-2" P.V.C.
W. RIDGECREEK
PROP. BU. CABLE
2' M.A.
PROP. 2" P.V.C.
ORDER NO. 701-037
NO. OF PLATS
PLAT NO. 18
EXCH. Gulf Coast
C.O. Almeda
TAX DIST. F.B.C.
AREA NO.
DATE ISSUED 12-7-80
DATE REVISED
PREPARED BY PCS
DRAWN BY
APPROVED
COMPLETION DATE

9

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE
LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
Key Map Ref. 5000 42
Notification No. 80086

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
W. Ridgecreek	110'E. of Dunforth	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

From the N. R/W line of W. Ridgecreek crossing to the S. R/W.

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of December, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week

D. F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 Marisol
Street/P.O. Box
Houston TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

13

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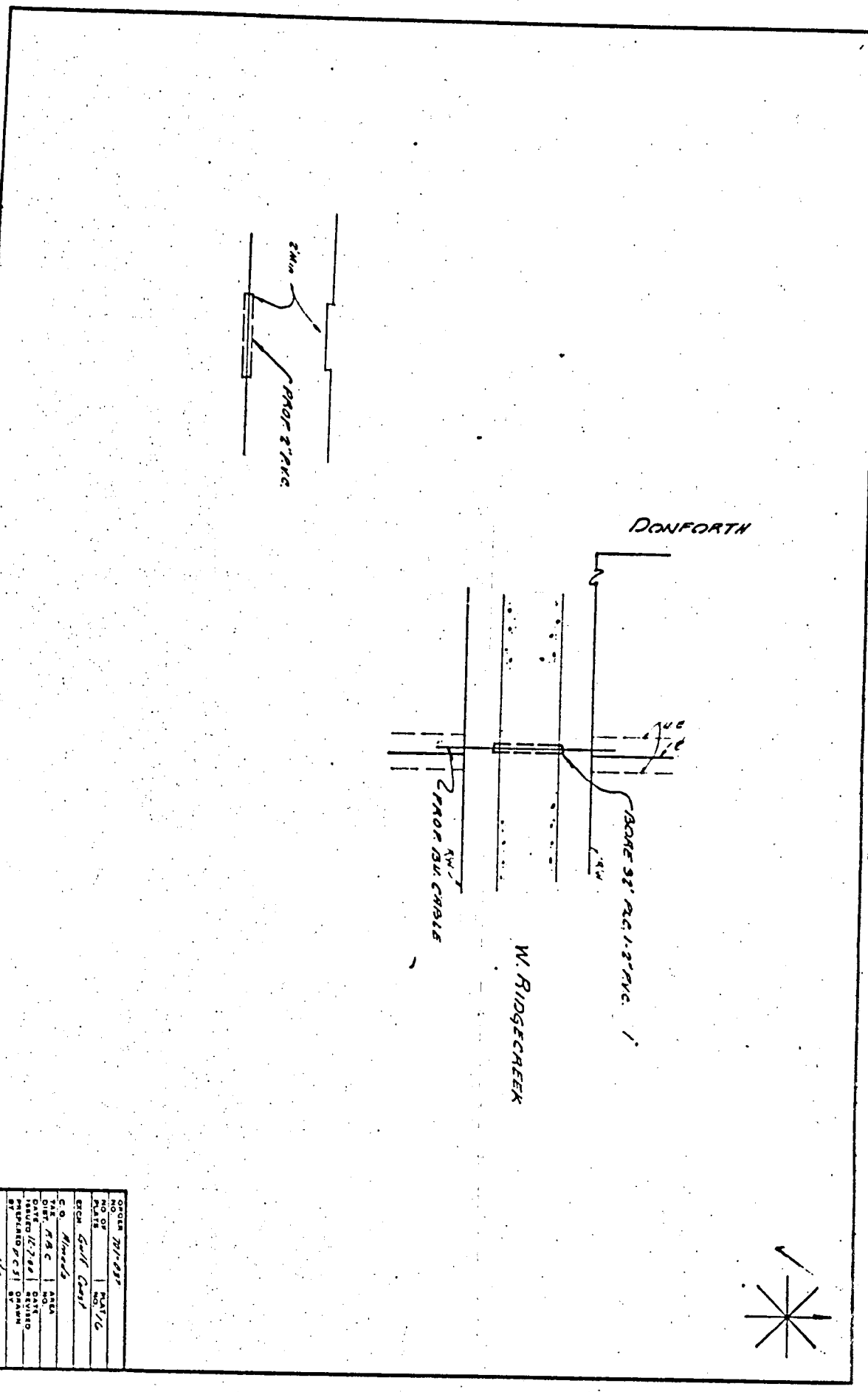
DONFORTH
W. RIDGECREEK
BORE 32' PLC. 1-2" PVC.
PROP. BU. CABLE
PROP. 2" P.V.C.
COMPLETION DATE
ORDER NO. 701-037
NO. OF PLATS
PLAT NO. 16
EXCH. Gulf Coast
C.O. Almeda
TAX DIST. A.B.C.
AREA NO.
DATE ISSUED 12-7-00
DATE REVISED
PREPARED BY P.C.S.
DRAWN BY
APPROVED

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of December, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. 80086 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Puatka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L. Kuchuk
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
coclerk ~~Deputy~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE
LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map Ref.~~ Recept # 500045
~~Notification~~ Permit No. 80084

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial Case
W. Ridgecreek	110' E of LENCLAIR	60'	32'		

13

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

From the N. R/W line of W. Ridgecreek crossing to the S. R/W.

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week)

D F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 MARISOL
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

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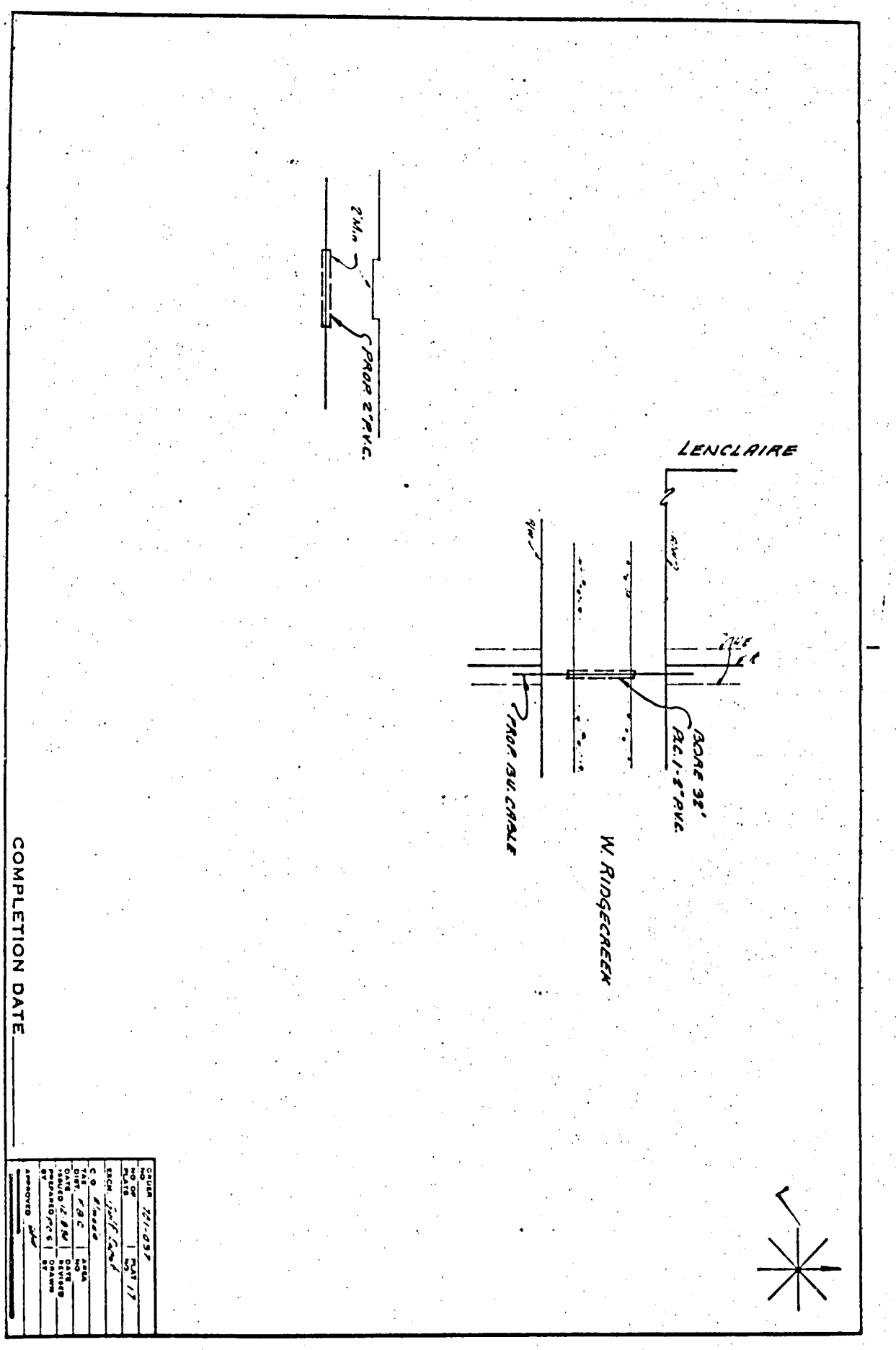

2' Min
PROP. 2" P.V.C.
LENCLAIRE
BORE 32'
PLC. 1-2" P.V.C.
PROP. BU. CABLE
W. RIDGECREEK
COMPLETION DATE
ORDER NO 701-037
NO OF PLATE
PLAT NO 17
EXCH. Gulf Coast
C.O. Mimosa
TAX DIST. FBC
AREA NO
DATE ISSUED 12-8-84
DATE REVISED
PREPARED BY PCG
DRAWN BY
APPROVED

13

.9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of December, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast CAble Television, date December 10, 1980, permit no. 80084 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Johnson, seconded by Commissioner Johnnie Prestka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
Coclerk

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map Ref.~~ Permit # 80085
~~Notification No.~~ Application No. 500046

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Cased
~~Corsair~~ Roseridge	@ Corsair	60'	32'			
Caneridge	@ Corsair	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

13

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE
Corsair	110' S. of Caneridge	110' N. of Roseridge	560'

GENERAL DESCRIPTION

From the V.E. ~~West~~ South of Caneridge along the E. R/W line to the V.E. North of Roseridge

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~ ~~Owner~~ (accessible 24 hrs/day, 7 days/week

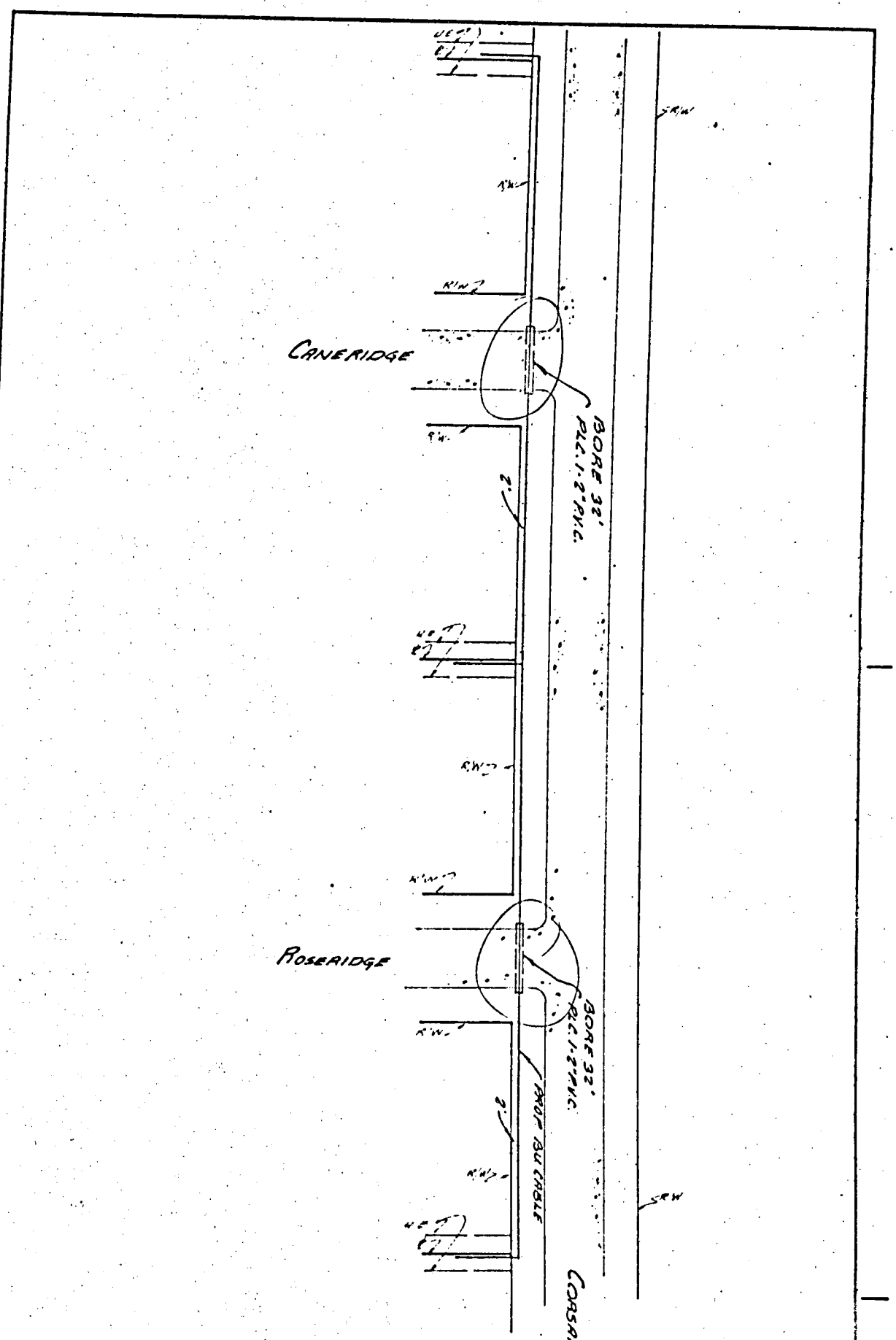
D/ J. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 MARISOL
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

9


CANERIDGE
BORE 32'
PLC. 1-2" P.V.C.
ROSERIDGE
BORE 32'
PLC. 1-2" P.V.C.
PROP BU CABLE
CORSAIR

13

422

3

BORE 32'
P.V.C. 1-2" P.V.C.

BORE 32'
P.V.C. 1-2" P.V.C.

COASAIA

PROP BU CABLE

2'

2'

ROSERIDGE

N

2' MIN

PROP 8" P.V.C.

ORDER NO	
NO OF PLATES	PLAT NO
SCH	
C D	
TAX DIST	
DATE ISSUED	REVISED DATE
PREPARED BY	DRAWN BY
APPROVED	

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of December, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Coast Televsison, date December 12, 1980, permit no. 80085 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jelinek, seconded by Commissioner Johnnie Puetka duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
Co clerk ~~Deputy~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE
LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map Ref.~~ Permit # 500033
~~Notification~~ No. 80012

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
W. Fuqua	115' N of Bazel Brook	80'			80'	

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

Crossing W. Fuqua with an aerial cable on existing poles From the W. R/W to the E. R/W

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec., 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week

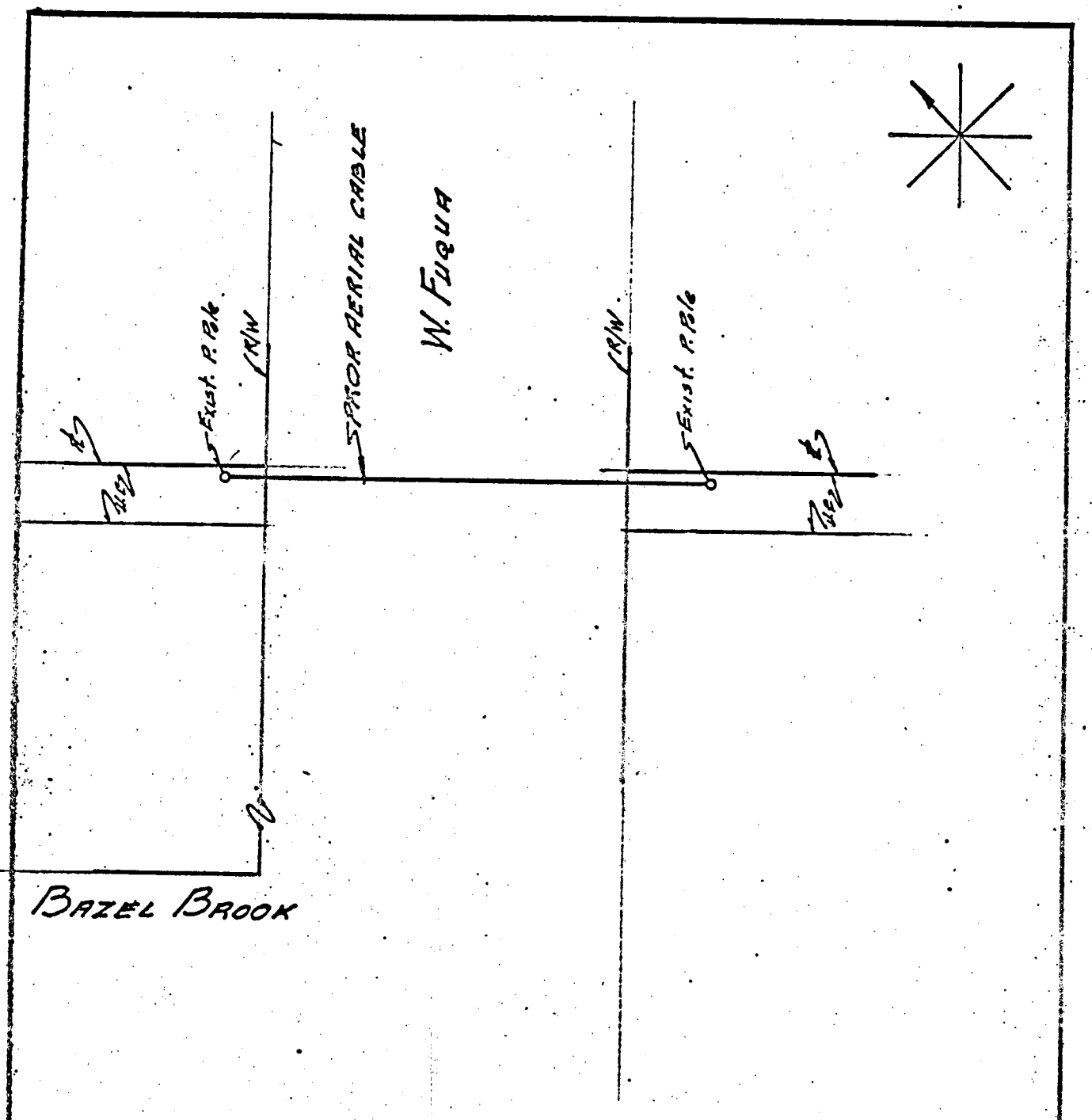
D/ F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 MARISOL
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

9



ORDER NO. 701-037	
NO. OF PLATS	PLAT NO. 13
EXCH. Gulf Coast	
C.O. Alaska	
TAX DIST. F.B.C.	AREA NO.
DATE ISSUED 12-6-80	DATE REVISED
PREPARED BY P.C.S.	DRAWN BY
APPROVED GFA	

COMPLETION DATE_____

S&P 2-TORRO

13

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of Dec, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 12, 1980, permit no. 80072 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jobbin, seconded by Commissioner Johnnie Prestka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kucherk
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
County Clerk ~~Deputy~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map Ref.~~ Overlay 500054
~~Notification~~ No. 80093

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Cased
Corsair	@ Court Rd.	60' 32'	32' 60'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE
Court Rd	700' E. of Corsair	400' W. of Corsair	1160'

13

GENERAL DESCRIPTION

Along the N. R/W line of Court Road, then 1160' West along the N. R/W line to an Esmt 400' West of Corsair

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes.

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

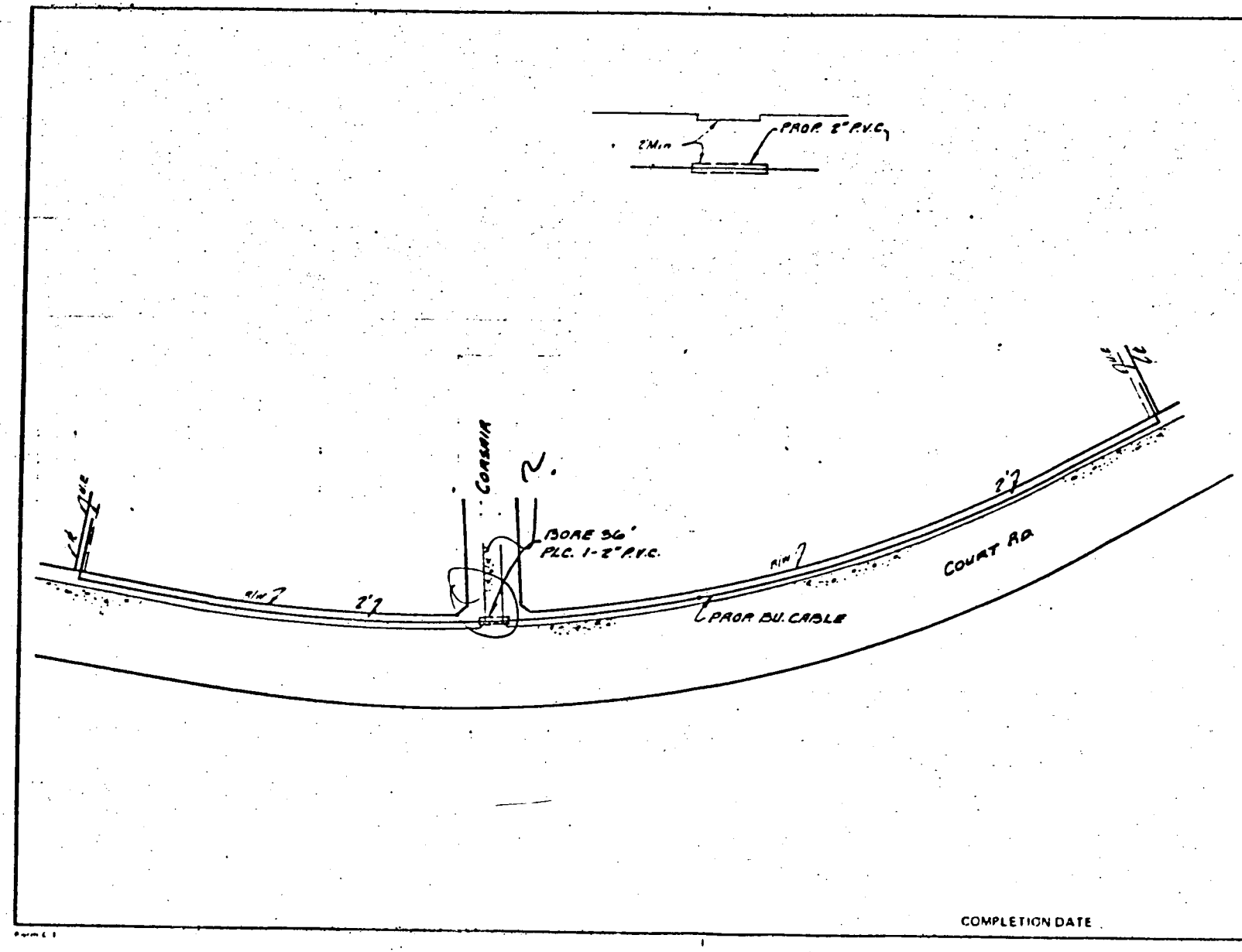
COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week

D. F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 Marisol
Street/P.O. Box
Houston Tx 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home



TOTAL O/W RECON
TOTAL PAIRS THROWN
TOTAL WRG PRS THROWN

CAUTION HIGH VOLTAGE
KV AERIAL
KV BURIED

PROPOSED LOOP
LOCATION

GAUGE	K	OHMS	MI
19			
22			
24			
26			
L.C.			
TOTAL WIRES			

MDF	TELL	P	R	DEF

TREE TRIMMING REQ'D
YES ☐ NO ☐

PLACE BURIED CA. AT
24" MIN DEPTH UNLESS
OTHERWISE SPECIFIED.

COMPLETION DATE

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of Dec, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 12, 1980, permit no. 80093 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes.

Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Prestka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY Stanley L Kucherk
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
co clerk ~~Deputy~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

13

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map~~ Ref. 500044
Notification No. 80083

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial Case
Fall Briar	@ W. Ridgecreek	60'	32'		

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE
W. Ridgecreek	110' W. of Fall Briar	110'E of Fall Briar	280'

GENERAL DESCRIPTION

From the U.E. West of Fall Briar to the U.E. 110'E. of Fall Briar

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week

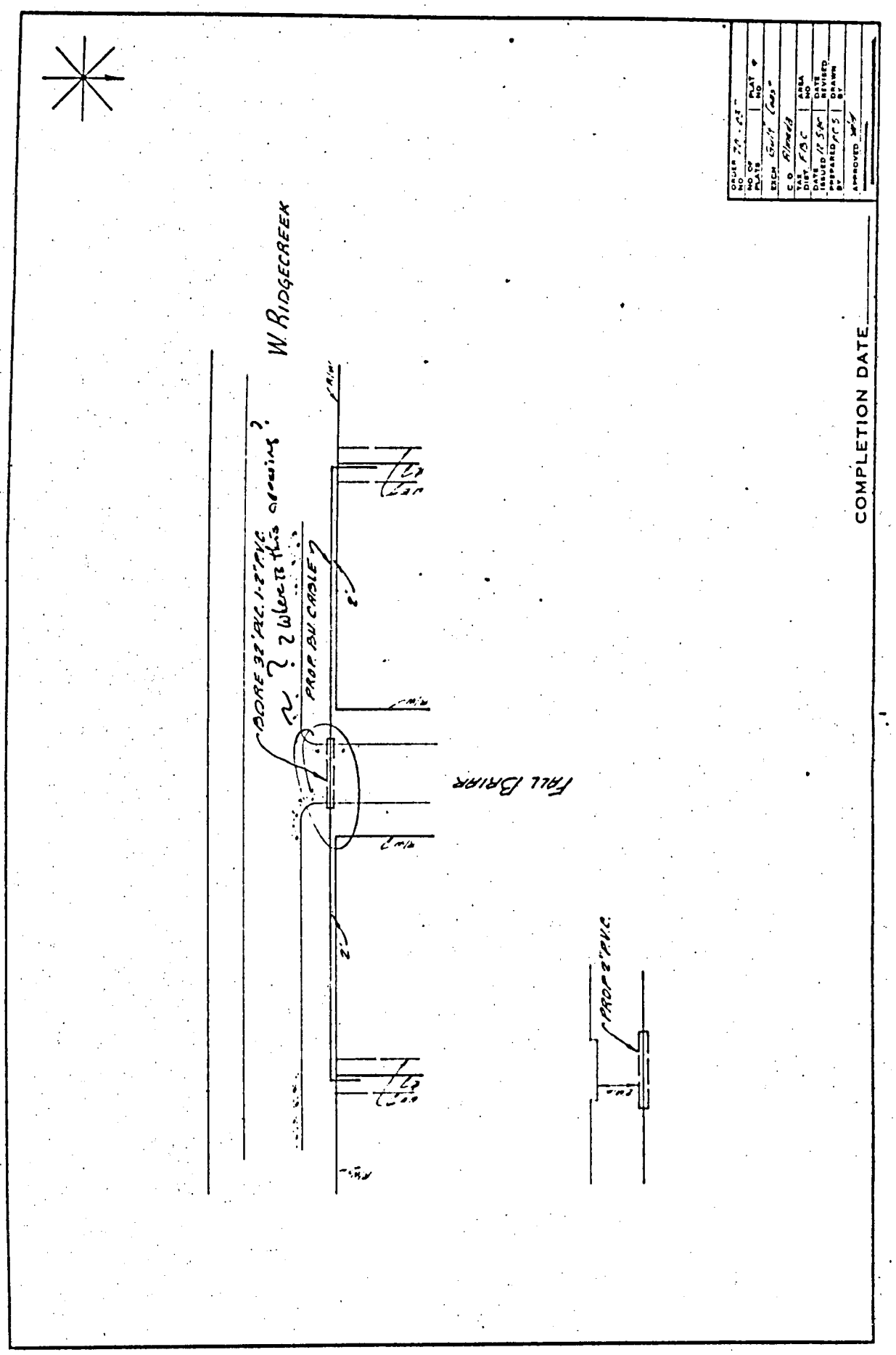
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 Marisol
Street/P.O. Box
Houston TX 77083
City State Zip

TELEPHONE NO: 498-7781 (Business) 498-7781 (Home)

9.


W. RIDGECREEK
BORE 32" PLC. 1-2" P.V.C.
2 where this crossing?
PROP. BU. CABLE
FALL BRIAR
PROP 2" P.V.C.
COMPLETION DATE

13

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of December, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. 80083 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jobbis, seconded by Commissioner Johnnie Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kubosh
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
Co Clerk ~~Deputy~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key~~ Receipt Ref. 000056
~~Notification~~ Permit No. 80095

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cased
Bazel Brook	at Chimney Rock	60'	32'			
Summer Ridge	at Chimney Rock	60'	32'			

13

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE
Chimney Rock	100' W. of Bazel Brook	W. Fuqua	1,378'

GENERAL DESCRIPTION

Beginning at a point 100' W. of Bazel Brook along the E. R/W of Chimney Rock to the N. R/W line of W. Fuqua

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week

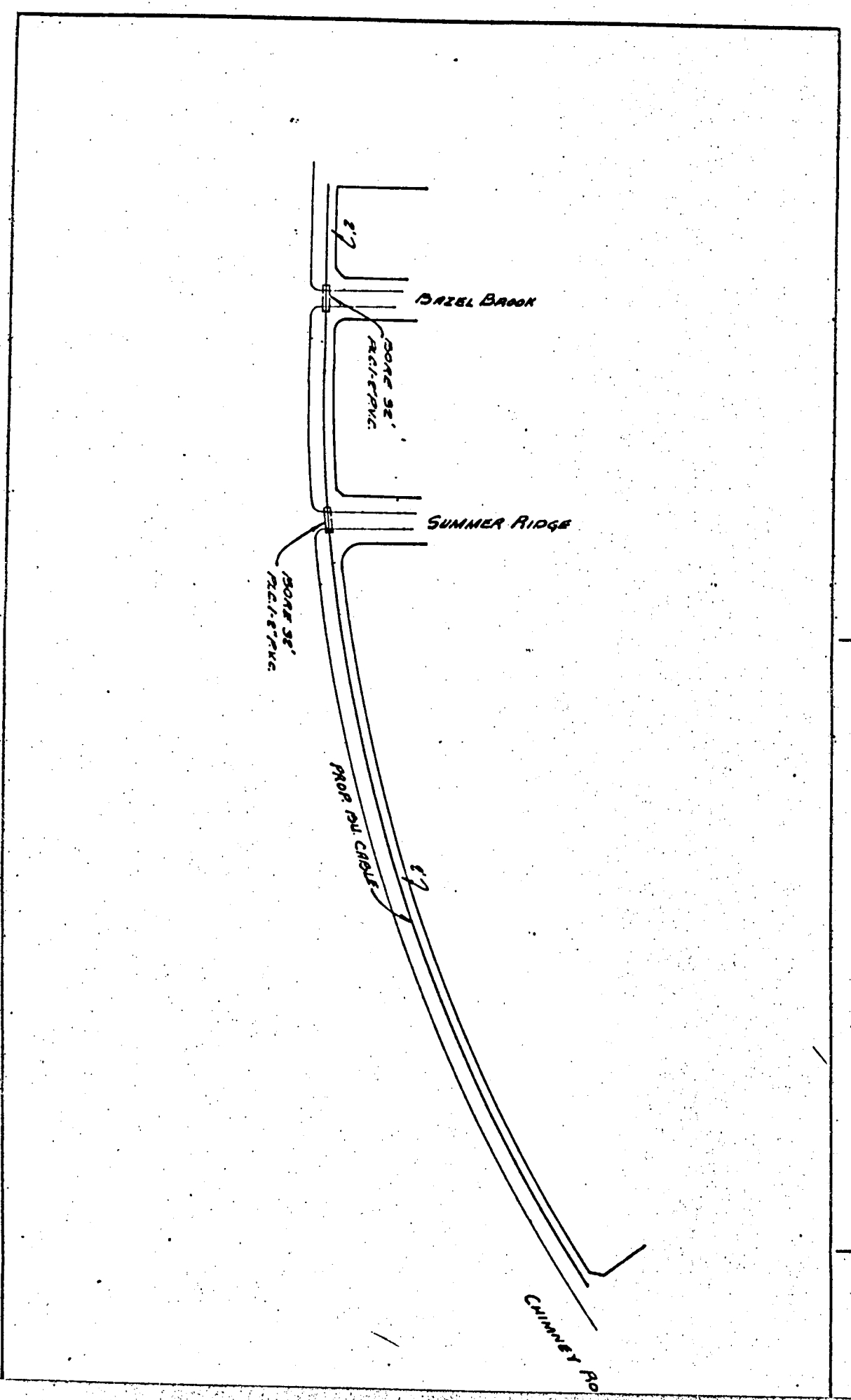
D. F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 MARISOL
Street/P.O. Box
HOUSTON TX 77083
City State Zip

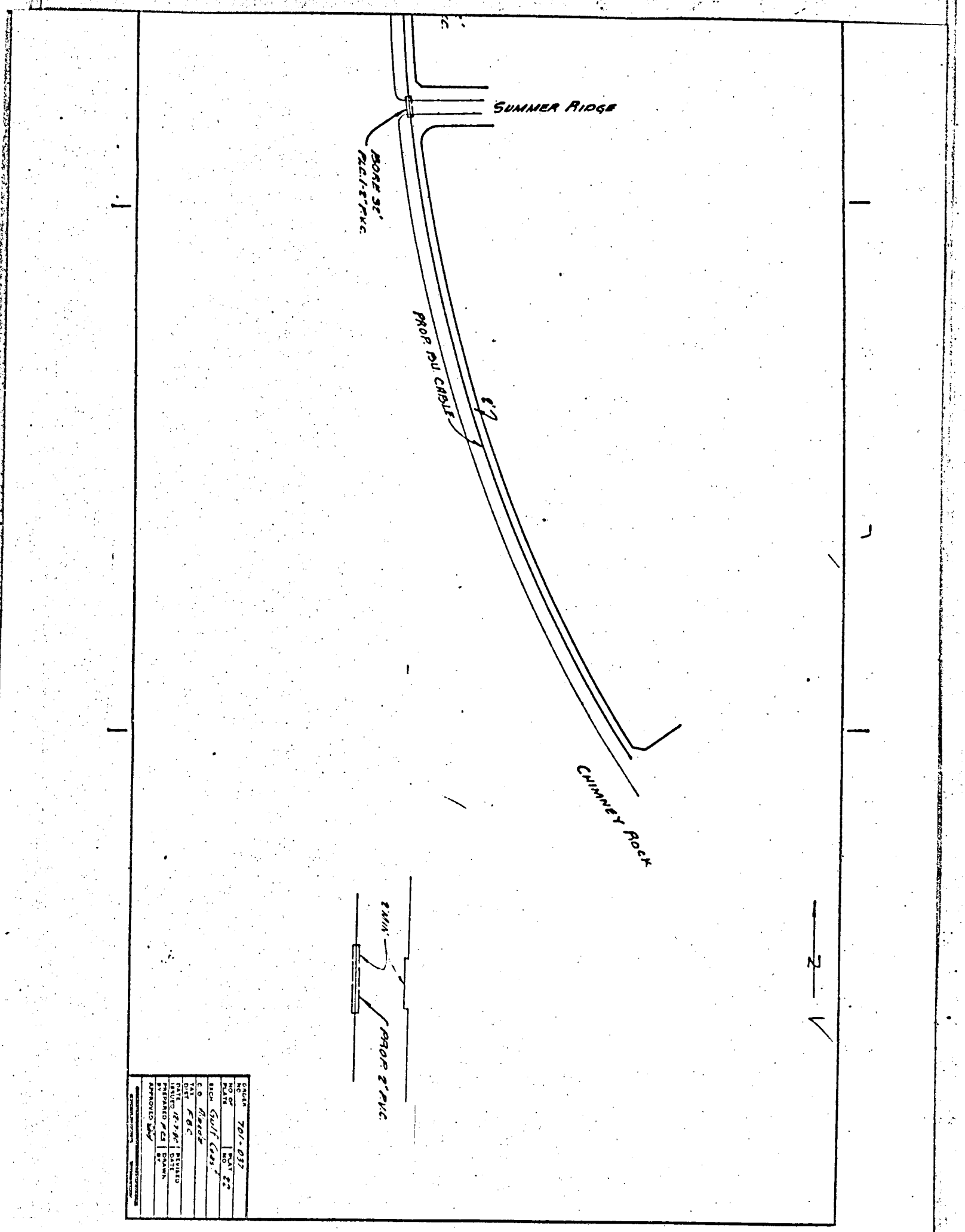
TELEPHONE NO: 498-7781 498-7781
Business Home

9


BAZEL BROOK
BORE 32' P.C.I.-8" P.V.C.
SUMMER RIDGE
BORE 32' P.C.I.-8" P.V.C.
PROP. BU. CABLE
CHIMNEY RO

3

9


SUMMER RIDGE
BORE 32'
PLC.1-2" P.V.C.
PROP. BU. CABLE
CHIMNEY ROCK
2' MIN.
PROP. 2" P.V.C.
N
ORDER NO 701-037
NO OF PLATE
PLAT NO 22
SECH Gulf Coast
C.O. Rhode
TAX DIST FBC
DATE ISSUED 12-7-86
REVISED DATE
PREPARED BY PCS
DRAWN BY
APPROVED

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of Dec, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 12, 1980, permit no. 80095 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes.

Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY Stanley L Kucheck
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
Co clerk ~~Deputy~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

FORT BEND COUNTY

13

9

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
Key Map Ref. Revised 500034
Notification No. Approved 80073

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
Somoa	110' S. of W. Ridgecreek	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

FROM the W. R/W line of SOMOA crossing to the E. R/W line

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~ ~~Owner~~ (accessible 24 hrs/day, 7 days/week

D/ F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 MARISOL
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

13

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of Dec, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast CAble Television, date December 10, 1980, permit no. 80073 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Puetka duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
ex clerk Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map Ref.~~ Receipt 500055
~~Notification~~ Permit No. 80094

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial Case

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

13

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE
F.B. Drain. Esmt.	E. R/W Chimney Rock	600' East	600'

GENERAL DESCRIPTION

Beginning at the E. R/W line of Chimney Rock, then East along the South R/W of the Fort Bend Drainage District Easement for 600 feet then entering a Utility Easement

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes.

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week

[signature]
Signature

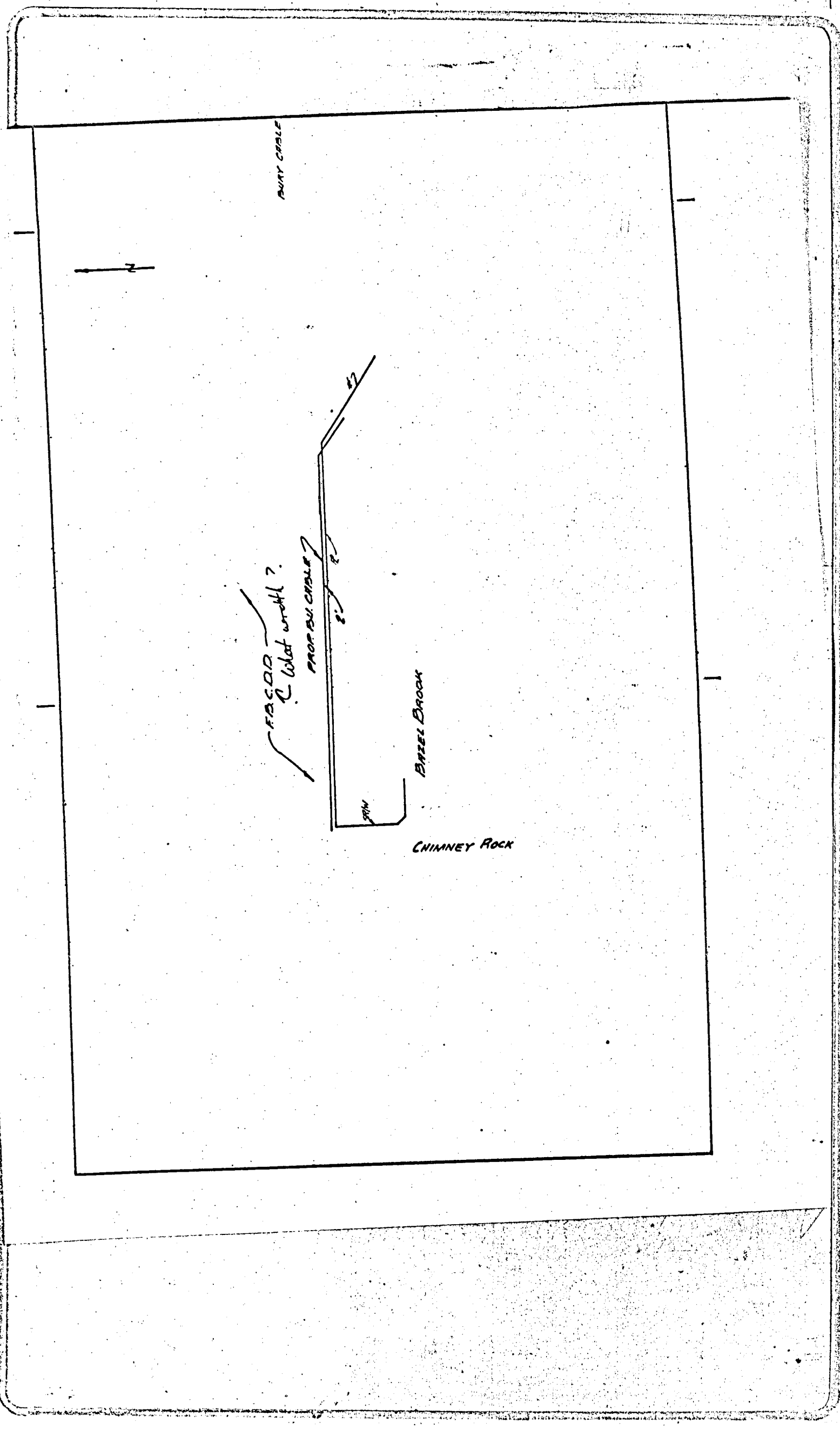
NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 MARISOL
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

9

13



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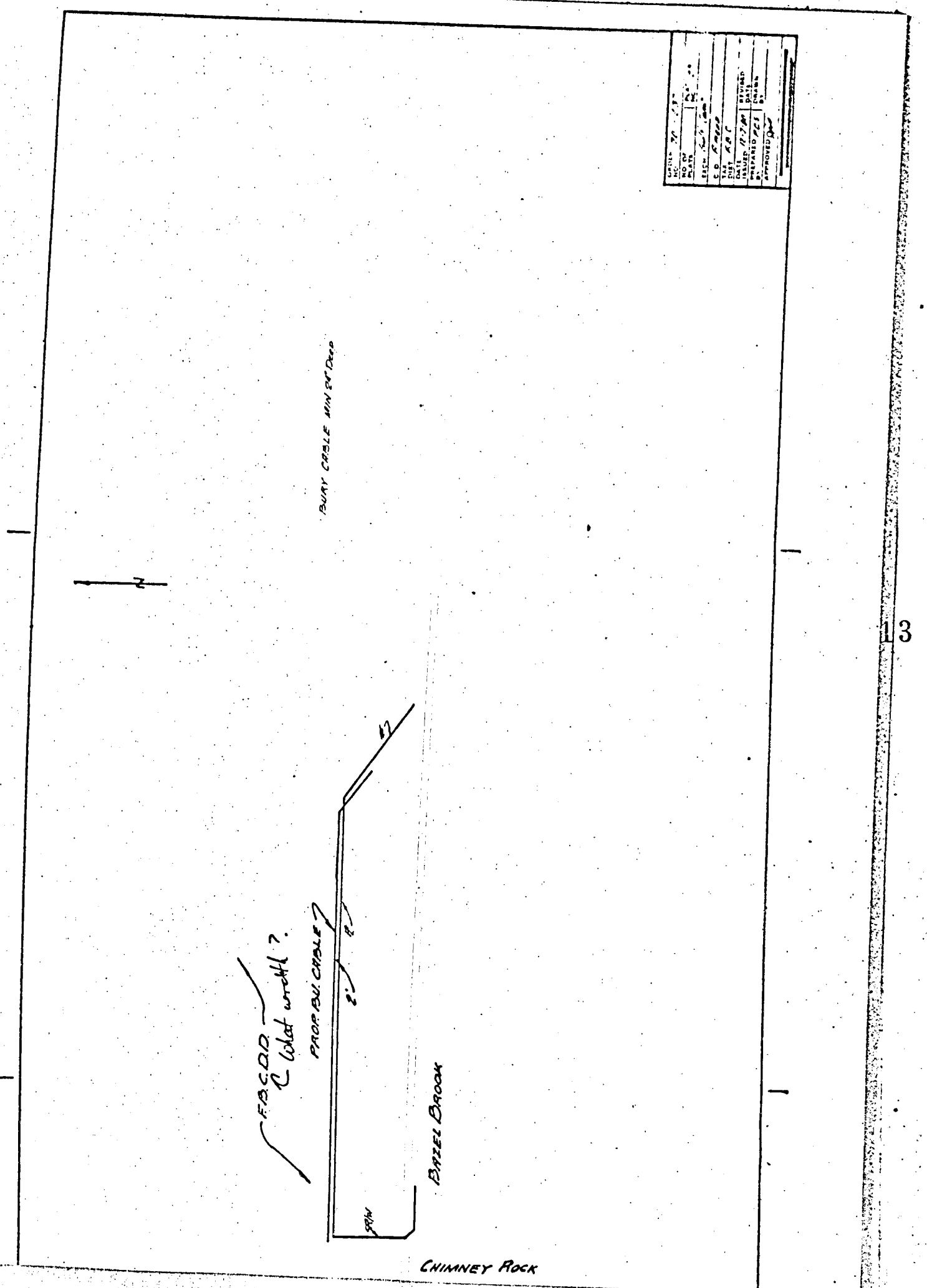

BURY CABLE MIN 24" DEEP
N
F.B.C.D.D.
What width?
PROP. BU. CABLE
BAZEL BROOK
CHIMNEY ROCK

13

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of Dec, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. 80094 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Rustka duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
co clerk Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map Ref.~~ Permit No. 500053
~~Notification No.~~ 800920

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
Darton	125' s. of W. Ridgecreek	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE
W. Ridgecreek	95' E. of Darton	Darton	95'
Darton	W. Ridgecreek	125' south	125'

GENERAL DESCRIPTION

Start at an esmt. 95' East of Darton, then along the S. R/W. of W. Ridgecreek then West along Ridgecreek to Darton, then along the E. R/W of Darton for 125 feet then west crossing Darton

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3263

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

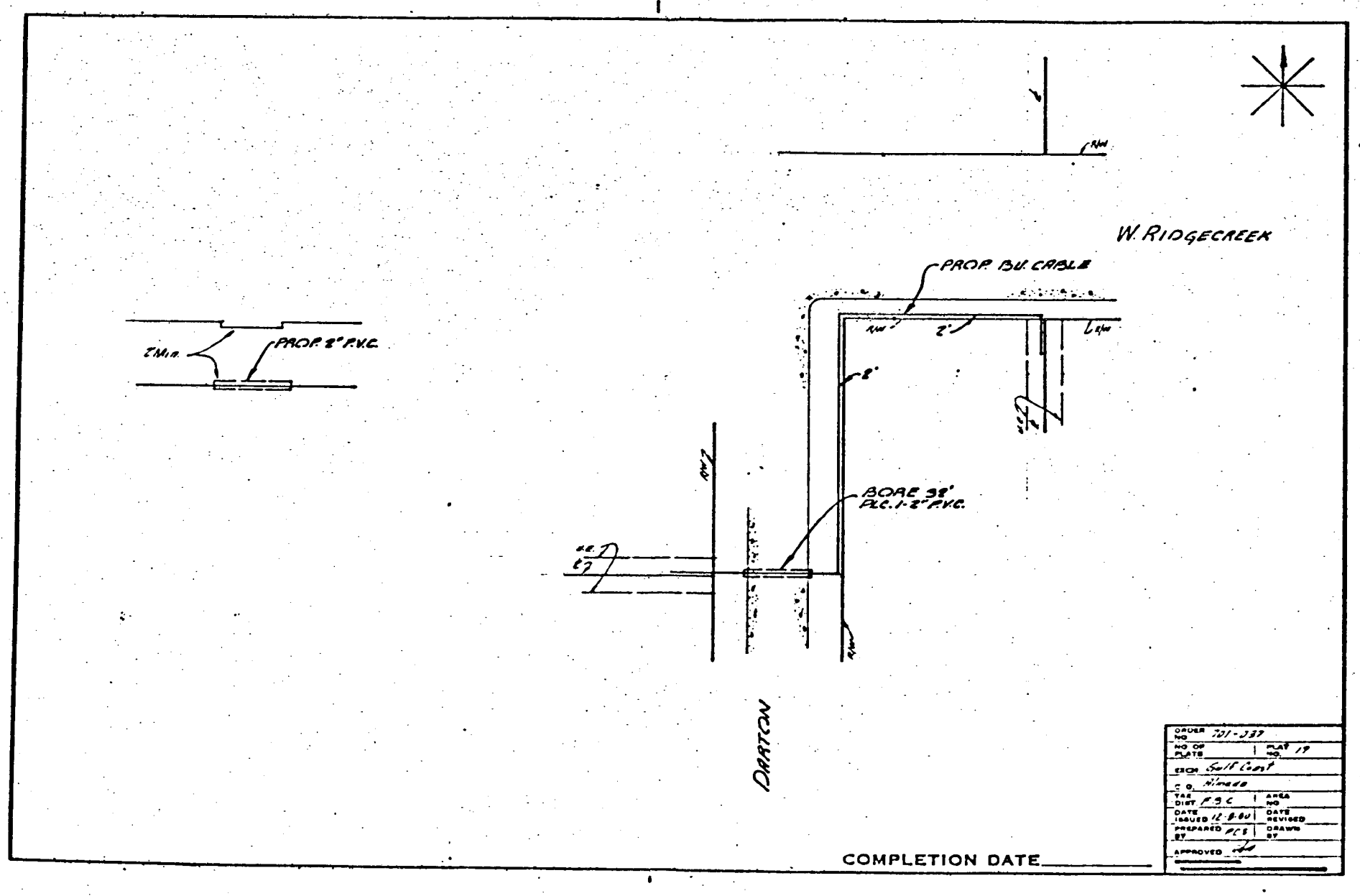
COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week

D/ F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 MARISOL
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home


W. RIDGECREEK
PROP. BU. CABLE
2"
2"
2" Min.
PROP. 2" P.V.C.
BORE 32'
PLC. 1-2" P.V.C.
DARTON
ORDER NO 701-337
NO OF PLATE
PLAT NO. 19
EXCH Gulf Coast
C.O. Almeda
TAX DIST F.S.C
AREA NO
DATE ISSUED 12-8-80
DATE REVISED
PREPARED BY PCS
DRAWN BY
APPROVED
COMPLETION DATE

444

9

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9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of Dec., 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. 80092 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes.

Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johannie Puetka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
Co clerk

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map Ref.~~ Receipt 500052
~~Notification~~ Permit No. 80091

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cased

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE
F.B. Drain. Esmt.	E. R/W. W. RIDGECREEK	1071' East	1071'

13

GENERAL DESCRIPTION

Beginning at a point at the E. R/W Line of W. Ridgecreek then East along the N. R/W line of a Fort Bend County Drainage District Easement for 1071 feet

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes.

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week

[signature]
Signature

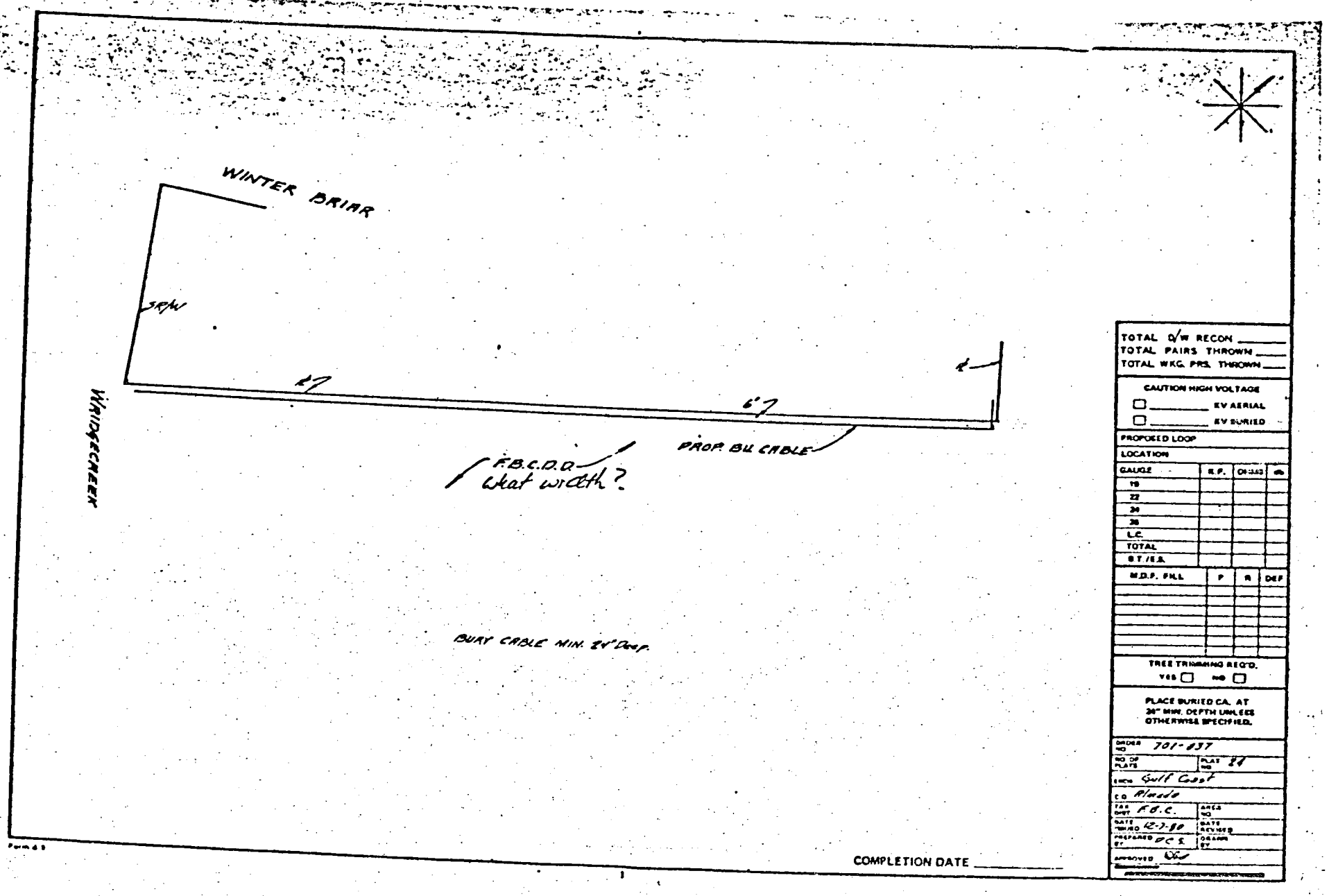
NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 MARISOL
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

9

13


WINTER BRIAR
SR/W
WRIDGECREEK
PROP. BU CABLE
F.B.C.D.D.
What width?
BURY CABLE MIN. 24" Deep.
TOTAL D/W RECON
TOTAL PAIRS THROWN
TOTAL WKG. PRS. THROWN
CAUTION HIGH VOLTAGE
KV AERIAL
KV BURIED
PROPOSED LOOP
LOCATION
GAUGE
R.P.
OHMS
db
19
22
24
26
L.C.
TOTAL
B.T./E.S.
M.D.P. FILL
P
R
DEF
TREE TRIMMING REQ'D.
YES
NO
PLACE BURIED CA. AT 24" MIN. DEPTH UNLESS OTHERWISE SPECIFIED.
ORDER NO 701-037
NO OF PLATE
PLAT NO 24
ENGR Gulf Coast
C.O. Alvado
TAX DIST F.B.C.
AREA NO
DATE ISSUED 12-7-80
DATE REVISED
PREPARED BY D.C.S.
DRAWN BY
APPROVED
COMPLETION DATE

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of December, 1980, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. 80091 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. 13

Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Puetka duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY Stanley Z Kruziel
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
Clerk ~~Deputy~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE
LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map Ref.~~ Report # 500049
Notification No. 80088

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
W. Ridgecreek	110'E of Winter Briar	60'	32'			

13

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

From the N. R/W. line of W. Ridgecreek crossing to the S. R/W.

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/wee

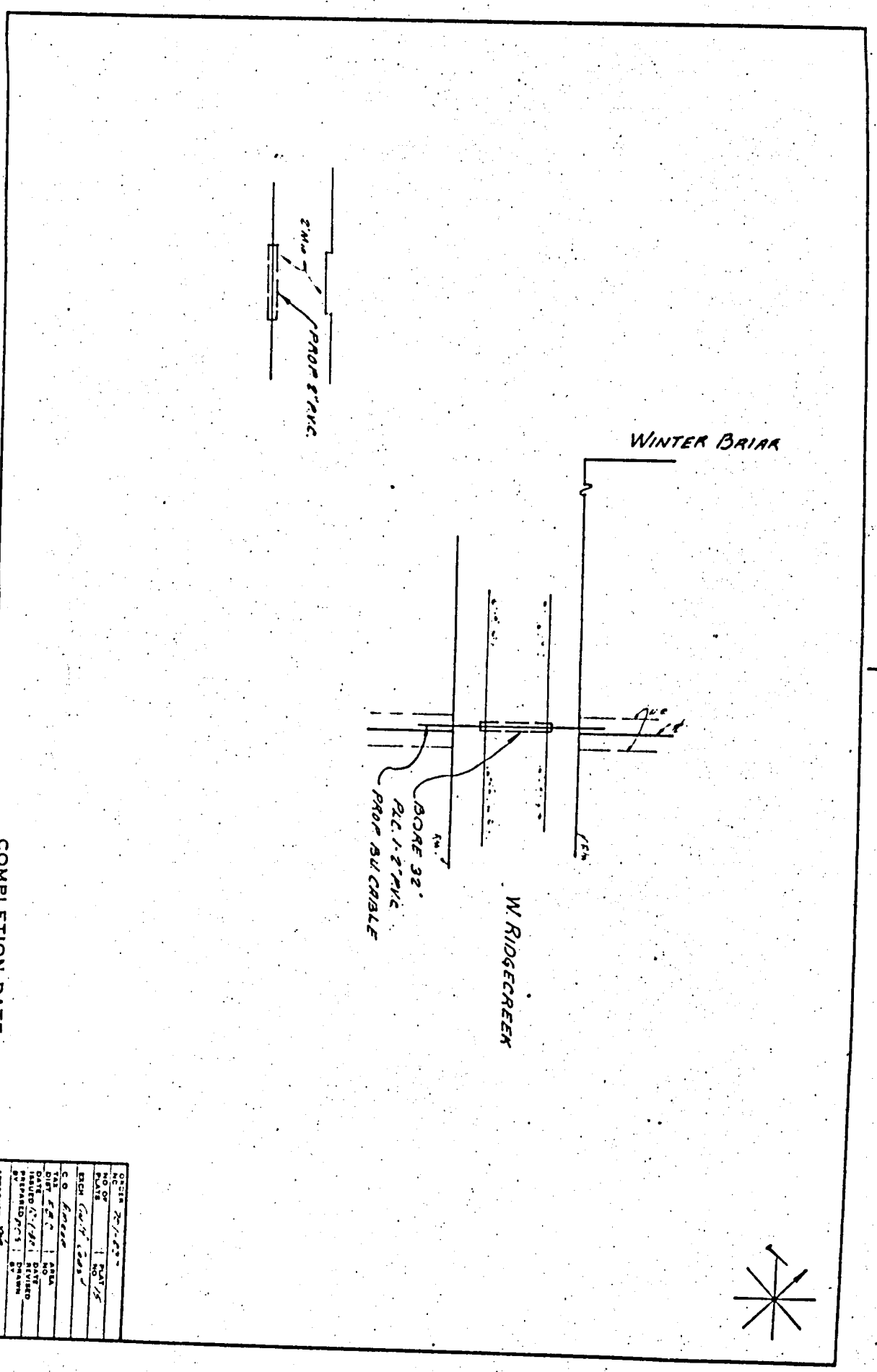
D/ Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 MARISOL
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

9


PROP 8" P.V.C.
WINTER BRIAR
BORE 32"
PLC. 1-2" P.V.C.
PROP BU CABLE
W. RIDGECREEK
COMPLETION DATE
ORDER NO
NO OF PLATS
PLAT NO 15
EXCH
C O
TAX DIST
AREA NO
DATE
DATE REVISED
PREPARED BY
DRAWN BY
APPROVED

13

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of December, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. 80088 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Puetka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
Co Clerk Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE
LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map~~ Ref. 500043
~~Notification~~ No. 800821

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Case
Rambleridge	110'E. of Bowridge	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

From the N. R/W of Rambleridge crossing to the S. R/W

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec., 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~ ~~Owner~~ (accessible 24 hrs/day, 7 days/week

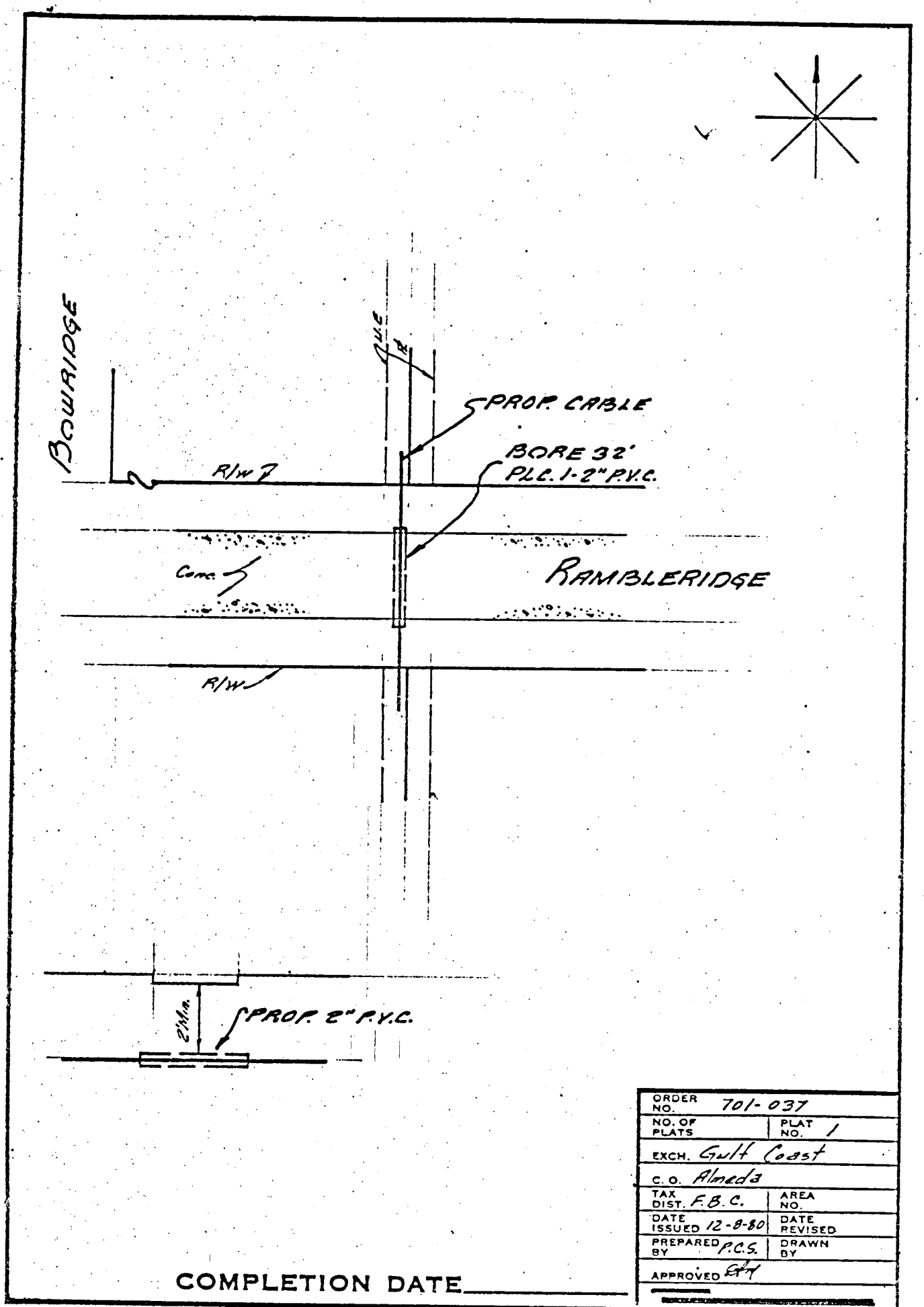
D/ F/ Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 Marisol
Street/P.O. Box
Houston Tx 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

9



13

ORDER NO. 701-037	
NO. OF PLATS	PLAT NO. 1
EXCH. Gulf Coast	
C. O. Alameda	
TAX DIST. F.B.C.	AREA NO.
DATE ISSUED 12-8-80	DATE REVISED
PREPARED BY P.C.S.	DRAWN BY
APPROVED	

COMPLETION DATE_____

849 STORRO

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of December, 1980, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. 80082, to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kirchner
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
Co Clerk ~~Deputy~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE
LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map Ref~~ Receipt # 50004 2
~~Notification No~~ Permit 8003 1

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial Case
Rambleridge	110' E. of Corsair	60'	32'		

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING
COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

From the N. R/W line of ~~Com~~ Rambleridge crossing to the S. R/W

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec., 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes.

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week)

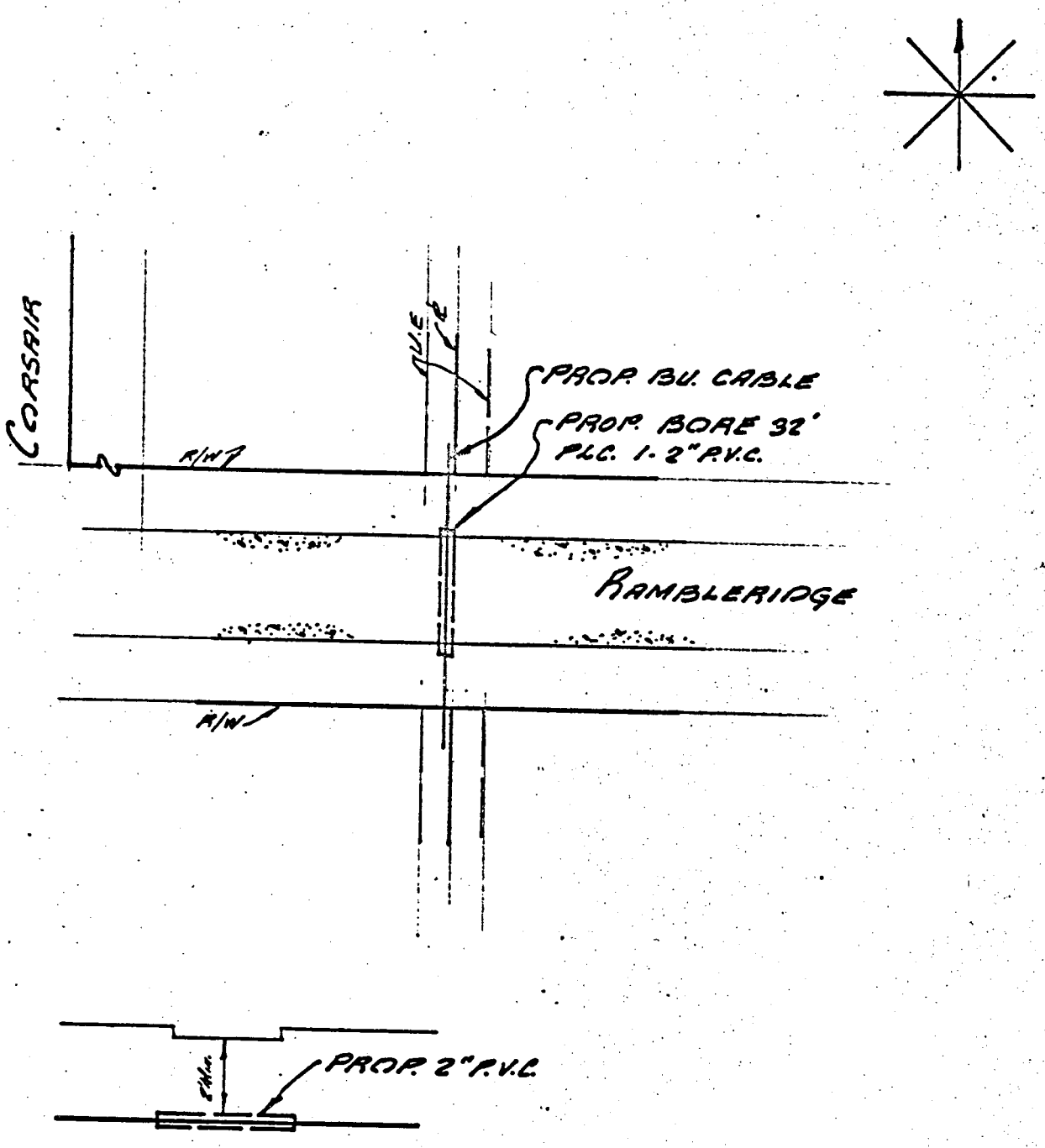
[signature]
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 MARISOL
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

9



ORDER NO. 701-037	
NO. OF PLATS	PLAT NO. 3
EXCH. Gulf Coast	
C.O. Almeda	
TAX DIST. F.B.C.	AREA NO.
DATE ISSUED 12-8-80	DATE REVISED
PREPARED BY P.C.S.	DRAWN BY
APPROVED [illegible]	

COMPLETION DATE_____

S&P STORRO

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of Dec., 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. 80021 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Rustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kuchinsky
COUNTY ENGINEER

FORT BEND COUNTY

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
Co Clerk ~~Deputy~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE
LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
Key Map Ref. 500H1
Notification No. 80060

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
Ramblecridge	110'E. of Coxridge	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

From the N. R/W line of Ramblecridge crossing to the S. R/W.

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT and/or
Owner (accessible 24 hrs/day, 7 days/week

David F Meredith
Signature

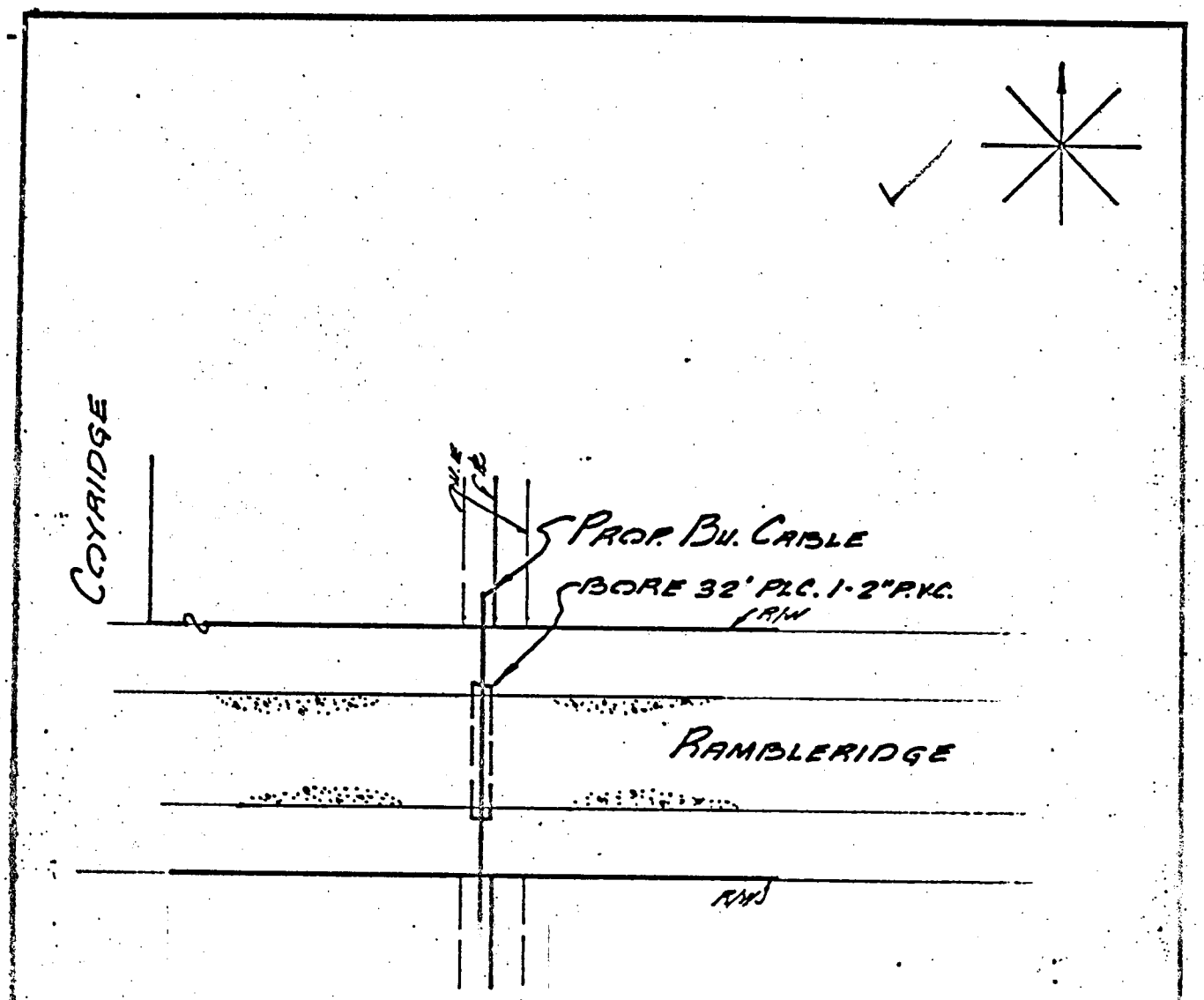
NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 Marisol
Street/P.O. Box
Houston TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

13

9



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ORDER NO. 701-037	
NO. OF PLATS	PLAT NO. 2
EXCH. Gulf Coast	
C. O. Almeda	
TAX DIST. F.B.C.	AREA NO.
DATE ISSUED 12-8-80	DATE REVISED
PREPARED BY P.C.S.	DRAWN BY
APPROVED	

COMPLETION DATE_____

ZTORNO

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of Dec, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. 80080 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kuchta
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
co clerk ~~Deputy~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE
LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map~~ Ref. 500040
~~Notification~~ Permit No. 80079

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial Case
Frish Hill	110' W. of Jamez	60'	32'		

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

From the N. R/W line of Irish Hill crossing to the S. R/W

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun Serv.
AGENT ~~and/or~~ ~~Owner~~ (accessible 24 hrs/day, 7 days/week

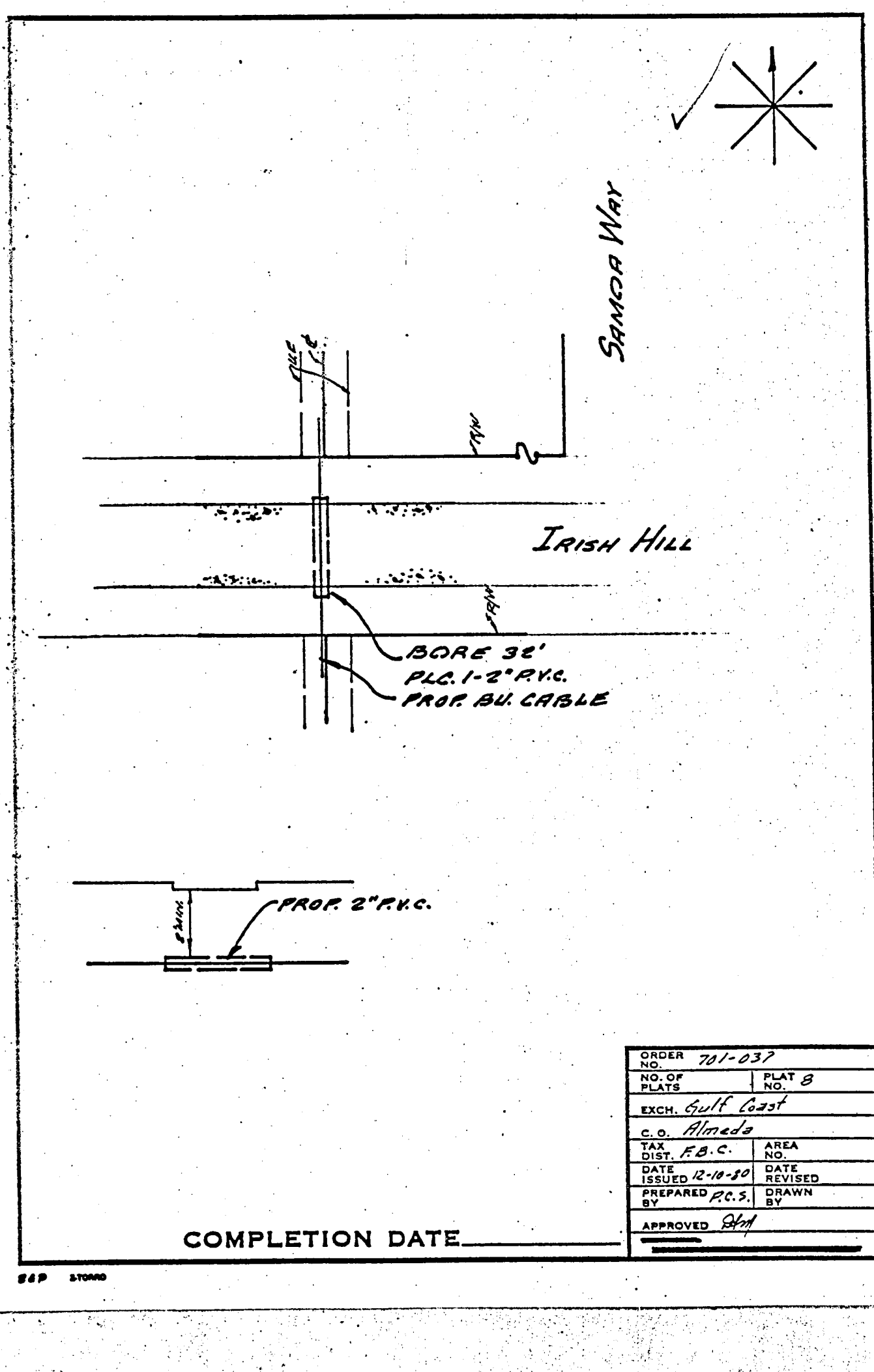
D F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 Marisol
Street/P.O. Box
Houston Texas 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

9



ORDER NO. 701-037	
NO. OF PLATS	PLAT NO. 8
EXCH. Gulf Coast	
C. O. Almeda	
TAX DIST. F.B.C.	AREA NO.
DATE ISSUED 12-10-80	DATE REVISED
PREPARED BY P.C.S.	DRAWN BY
APPROVED	

COMPLETION DATE_____

13

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of December, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. 80079 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kuchta
COUNTY ENGINEER

FORT BEND COUNTY

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
Co Clerk ~~Deputy~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE
LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map Ref.~~ Permit No. 500039
~~Notification No.~~ 80078

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
Berkridge	110' E. of Bowridge	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

From the N. R/W. line of Berkridge to the S. R/W line

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun Serv.
AGENT ~~and/or~~ ~~Owner~~ (accessible 24 hrs/day, 7 days/week

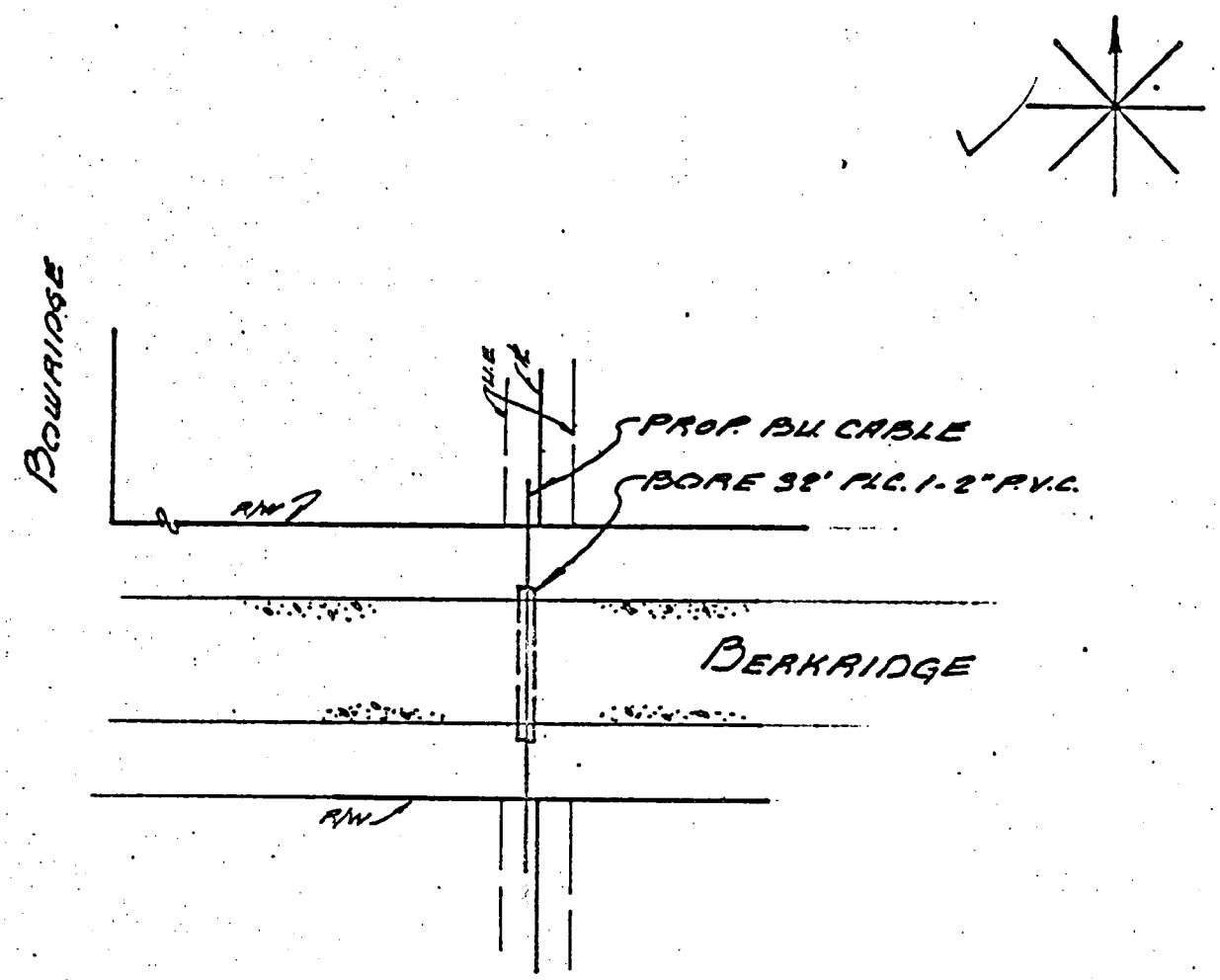
D F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 MARISOL
Street/P.O. Box
HOUSTON TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

9



ORDER NO. 701-037	
NO. OF PLATS	PLAT NO. 4
EXCH. Gulf Coast	
C. O. Almeda	
TAX DIST. F.B.C.	AREA NO.
DATE ISSUED 12-8-80	DATE REVISED
PREPARED BY P.C.S.	DRAWN BY
APPROVED	

COMPLETION DATE_____

13

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of Dec., 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. 80078 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L. Kuchinka
COUNTY ENGINEER

FORT BEND COUNTY

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
co clerk ~~Deputy~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE
LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map Ref.~~ Permit No. 300038
~~Notification No.~~ 80022

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
Banta	110' W. of Corsair	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

From the N. R/W of Banta crossing to the S. R/W.

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec., 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week

D. F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 Marisol
Street/P.O. Box
Houston TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

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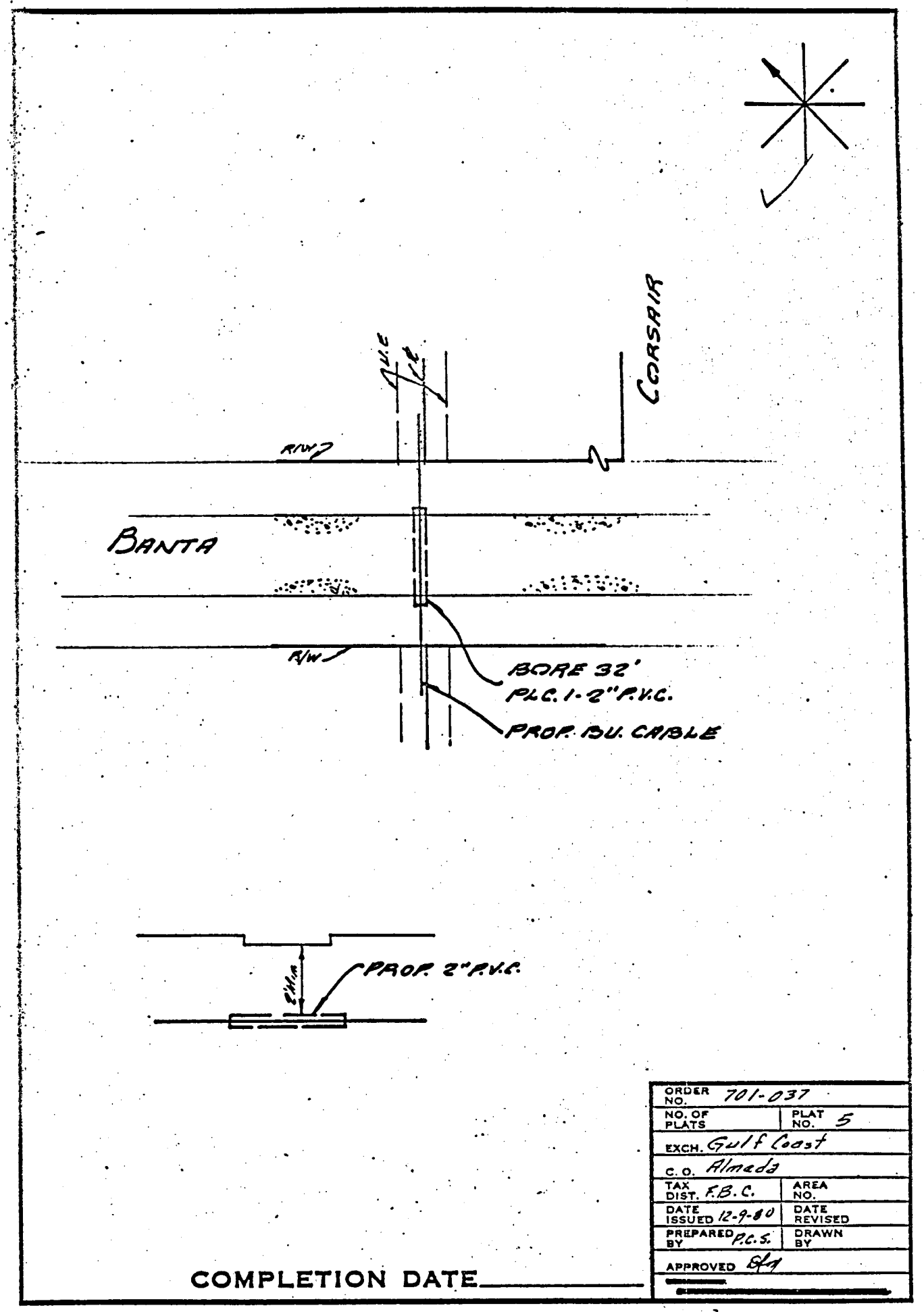

ORDER NO. 701-037	
NO. OF PLATS	PLAT NO. 5
EXCH. Gulf Coast	
C. O. Almeda	
TAX DIST. F.B.C.	AREA NO.
DATE ISSUED 12-9-80	DATE REVISED
PREPARED BY P.C.S.	DRAWN BY
APPROVED	

COMPLETION DATE

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of Dec., 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. 80077 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kuchta
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
Co clerk ~~Deputy~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE
LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map~~ Recert Ref. 500037
~~Notification~~ Permit No. 80076

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
Munson	110' S. of Irish Hill	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

GENERAL DESCRIPTION

From the W. R/W of Munson to the E. R/W of Munson

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Comm. Serv.
AGENT ~~and/or~~ ~~Owner~~ (accessible 24 hrs/day, 7 days/week

D/ F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 Marisol
Street/P.O. Box
Houston TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

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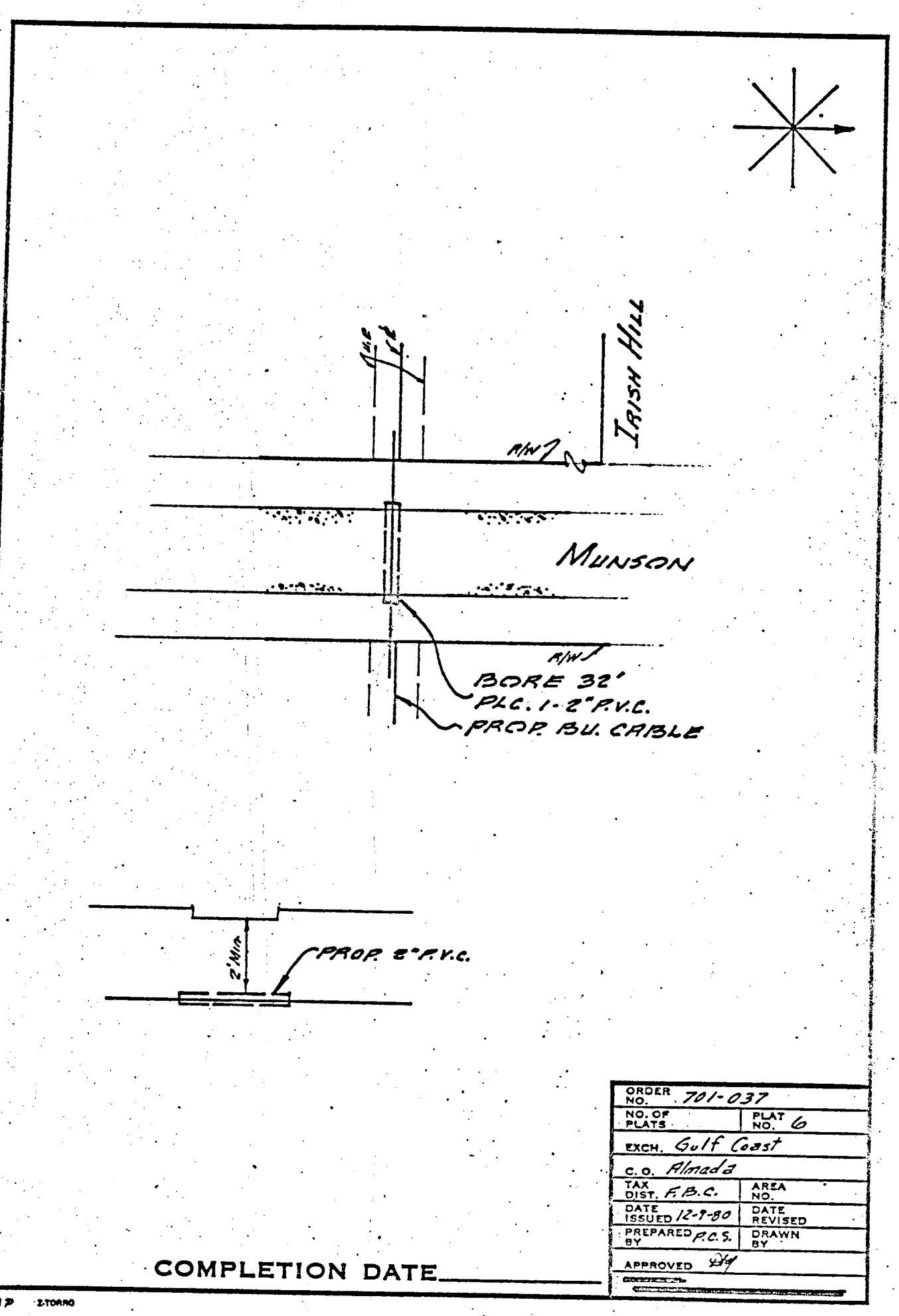

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ORDER NO. 701-037	
NO. OF PLATS	PLAT NO. 6
EXCH. Gulf Coast	
C. O. Almada	
TAX DIST. F.B.C.	AREA NO.
DATE ISSUED 12-9-80	DATE REVISED
PREPARED BY P.C.S.	DRAWN BY
APPROVED	

COMPLETION DATE

C&P ·TORRO

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of Dec., 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. 80076 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes.

13

Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY Stanley L. Kucera
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
Co Clerk ~~Deputy~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

.9

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map~~ Reflect Ref. 500036
~~Notification~~ No. 80075

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
Samoa	110' No. of IRISH HILL	60'	32'			
Irish Hill	at Samoa	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE
Along Samoa	110'N. of Irish Hill	Irish Hill	110'
Irish Hill	Samoa	110'East	110'

GENERAL DESCRIPTION

FROM THE U.E. on the W. R/W of Samoa, E. across Samoa, then South to the S. R/W of Irish Hill then East 110' to the U.E.

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week

D/ Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 Marisol
Street/P.O. Box
Houston TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

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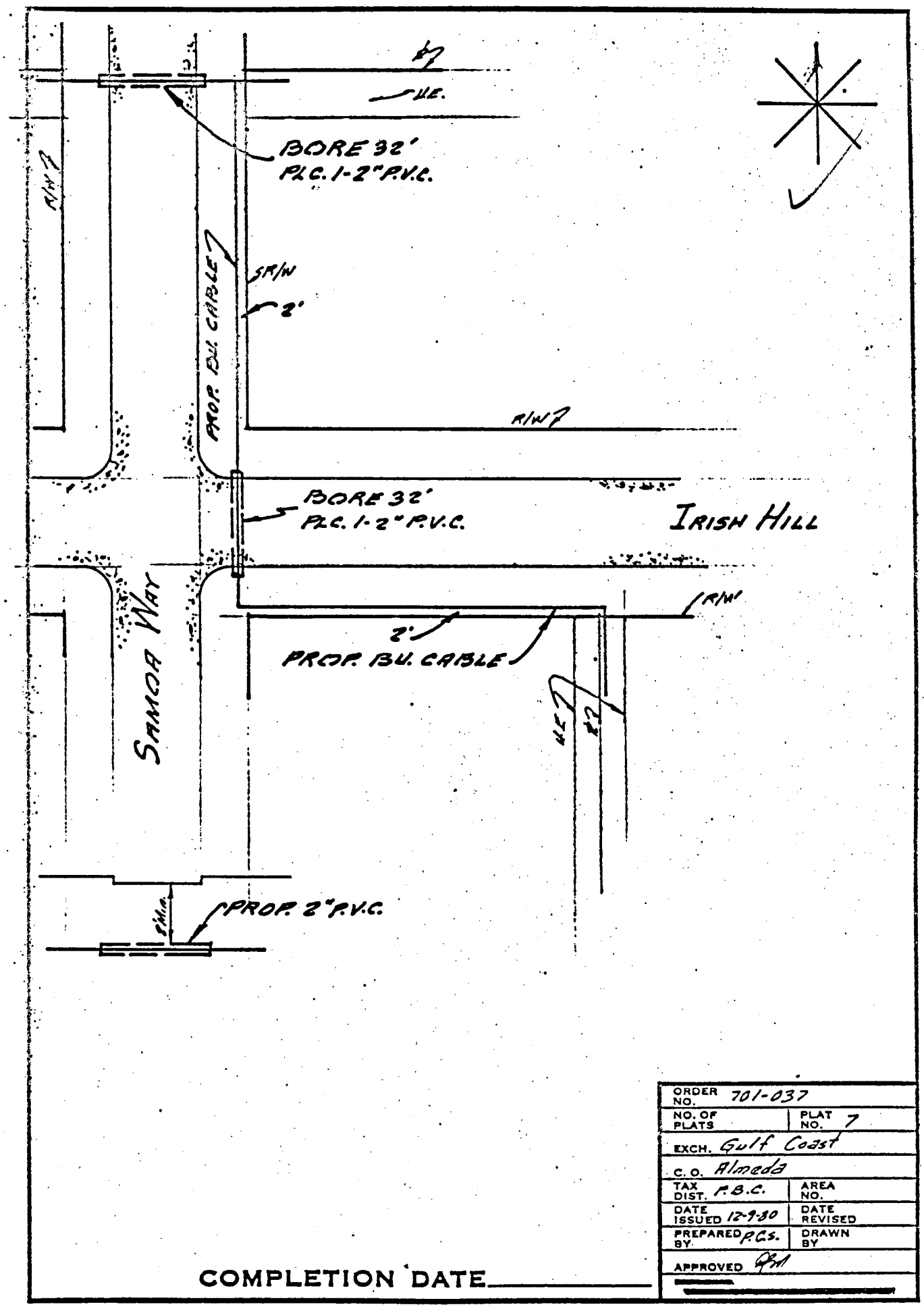

ORDER NO.	701-037
NO. OF PLATS	PLAT NO. 7
EXCH.	Gulf Coast
C. O.	Almeda
TAX DIST. F.B.C.	AREA NO.
DATE ISSUED 12-9-80	DATE REVISED
PREPARED BY P.C.S.	DRAWN BY
APPROVED	

COMPLETION DATE

S&P 2-TORRO

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9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of Dec., 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. 80075 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Kuetka duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

COMMISSIONERS COURT FORT BEND COUNTY

BY: Stanley L Kucherka
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
co clerk ~~Deputy~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map Ref.~~ Permit No. J000051
~~Notification No.~~ 00090

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Cased

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE
W. Fuqua	E. R/W Chimney Rock	W. R/W Summer Ridge	805'

GENERAL DESCRIPTION

Beginning at the E. R/W line of Chimney Rock, then along the N. R/W line of W. Fuqua to the W. R/W line of Summer Ridge

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week

David F Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 Macisel
Street/P.O. Box
Houston Tx 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

13

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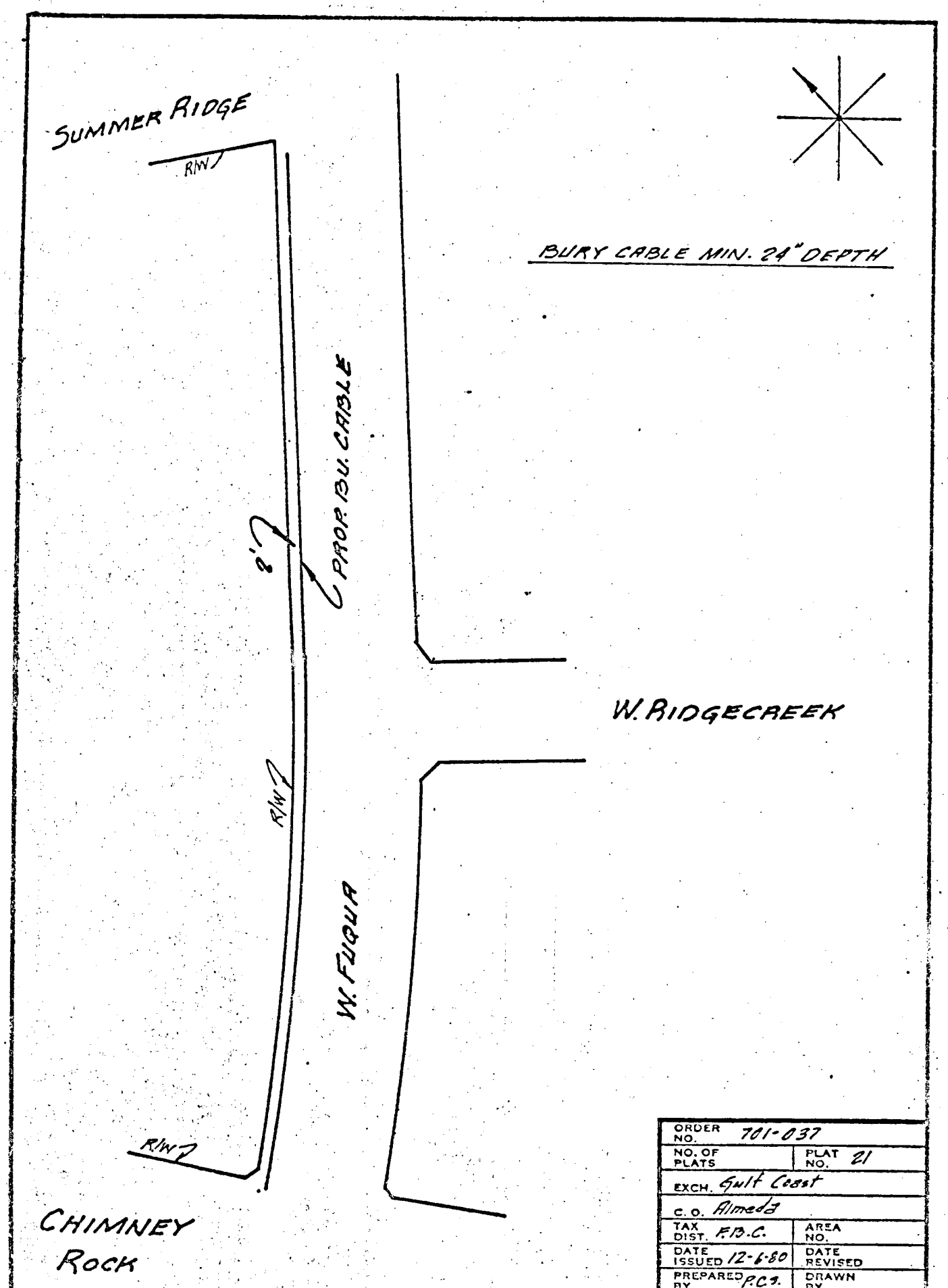

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ORDER NO. 701-037	
NO. OF PLATS	PLAT NO. 21
EXCH. Gulf Coast	
C. O. Almeda	
TAX DIST. F.B.C.	AREA NO.
DATE ISSUED 12-6-80	DATE REVISED
PREPARED BY P.C.S.	DRAWN BY
APPROVED [illegible]	

COMPLETION DATE_____

86P Z-TORRO

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of Dec., 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. 80090 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. 13

Upon Motion of Commissioner Tony Jobbia, seconded by Commissioner Johnnie Pustka duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY Stanley L Kucha
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
co clerk ~~Deputy~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. _____
Key Map Ref. _____
Notification No. _____

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Case
Somoa	110' S. of W. Ridgecreek	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

FROM the W. R/W line of SOMOA crossing to the E. R/W line

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes.

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week)

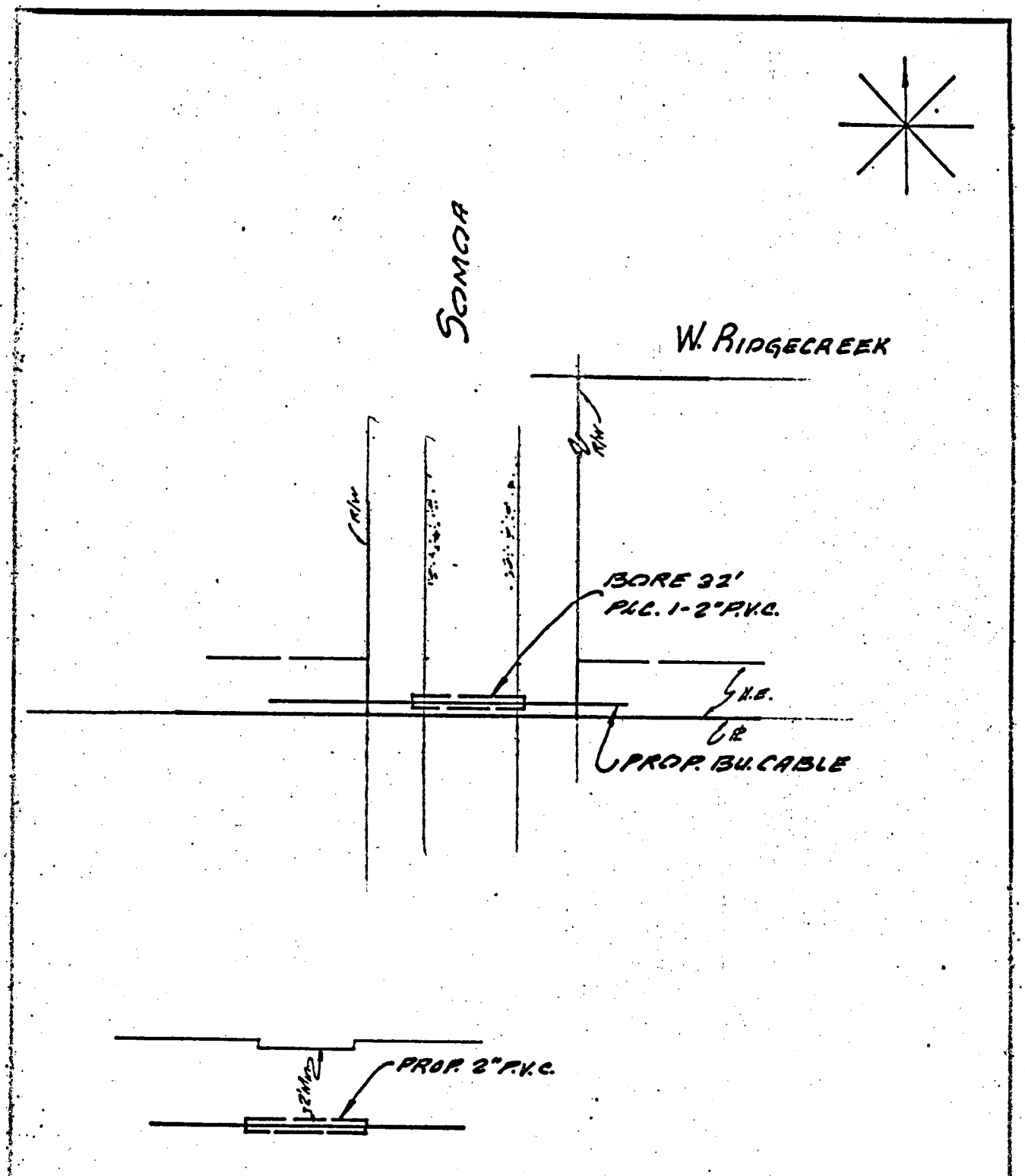
D. F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 MARISOL
Street/P.O. Box
HOUSTON TX 77053
City State Zip

PHONE: 995-7741

9



ORDER NO. 701-037	
NO. OF PLATS	PLAT NO. 11
EXCH. Gulf Coast	
C. O. Almeda	
TAX DIST. F.B.C.	AREA NO.
DATE ISSUED 12-5-80	DATE REVISED
PREPARED BY P.C.S.	DRAWN BY
APPROVED [illegible]	

COMPLETION DATE_____

13

.9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of Dec., 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. _____ to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

COUNTY OF FORT BEND

BY Stanley L Kuchta
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Elliott
Co Clerk

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE
LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Permit~~ Key Map Ref. 500035
~~Permit~~ Notification No. 80074

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Aerial	Case
Somoa	110' S. of W. Ridgecreek	60			60'	

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE

13

GENERAL DESCRIPTION

An Aerial cable on exist. poles crossing Somoa from the W. R/W to the E. R/W

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/week

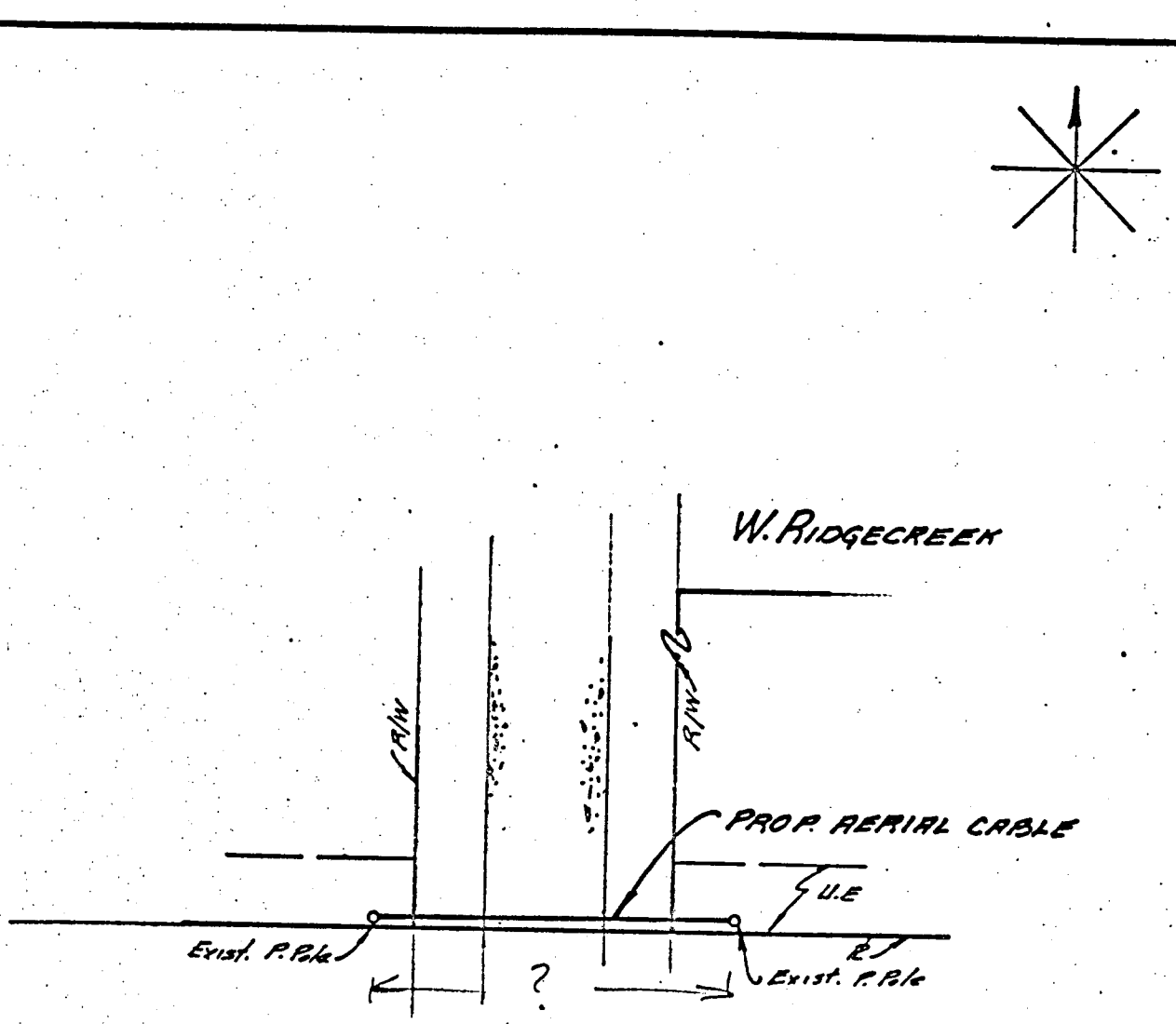
David F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 Marisol
Street/P.O. Box
Houston TX 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

9



3

The proposed aerial crossing will be constructed and maintained in accordance with applicable provisions of the National Electric Code.

ORDER NO. 701-037	
NO. OF PLATS	PLAT NO. 10
EXCH. Gulf Coast	
C. O. Alameda	
TAX DIST. F.B. C.	AREA NO.
DATE ISSUED 12-5-80	DATE REVISED
PREPARED BY P.C.S.	DRAWN BY
APPROVED	

COMPLETION DATE_____

SAP ZTORRO

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of December, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. 80074 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes.

13

Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

BY Stanley L Kucera
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
Co clerk ~~Deputy~~

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

9

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE
LINE ACTIVITY IN FORT BEND COUNTY ROAD RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

COMMISSIONERS COURT

Precinct No. 3
~~Key Map Ref.~~ Precinct Pg. 500x50
~~Notification No.~~ District Pg. 500x9

Formal notice is hereby given that Gulf Coast Cable Television proposed to lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along, across the right of way of a County road within, Fort Bend County, Texas as follows:

Cable, Conduit and/or Pole Line To Cross Following County Roads
(Check Type of Construction)

Road Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Aerial	Case
W. Ridgecreek	110' E. of Ironside	60'			60'	
Ironside	at W. Ridgecreek	60'	32'			

CABLE, CONDUIT AND/OR POLE LINE TO PARALLEL FOLLOWING COUNTY ROADS WITHIN RIGHT OF WAY

Road Name	Distance & Direction From Nearest Intersection	TO	DISTANCE
W. Ridge Creek (S. Side)	110' E. of Ironside	546' W.	546'
W. Ridge Creek (N. Side)	110' E. of Ironside	110' W. of Ironside	280'

13

GENERAL DESCRIPTION

From a U.E. 546' along the S. Side of W. Ridgecreek, then crossing to the N. Side of W. Ridgecreek w/ an aerial cable on exist. Poles, then buried along the N. Side to a point 110' W. of Ironside

the location and description of the proposed installation and appurtenances is fully shown on the attached plans and drawings. (Plans and drawings of Proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Acros or along Roads, Streets and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1 day of Dec, 1980. Recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436A Vernon's Texas Civil Statutes

NOTICE

Notify building inspection section 48 hours in advance of construction. Receptionist 342-3863

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: $25.00

COMPANY NAME: Prof. Commun. Serv.
AGENT ~~and/or~~
~~Owner~~ (accessible 24 hrs/day, 7 days/wee

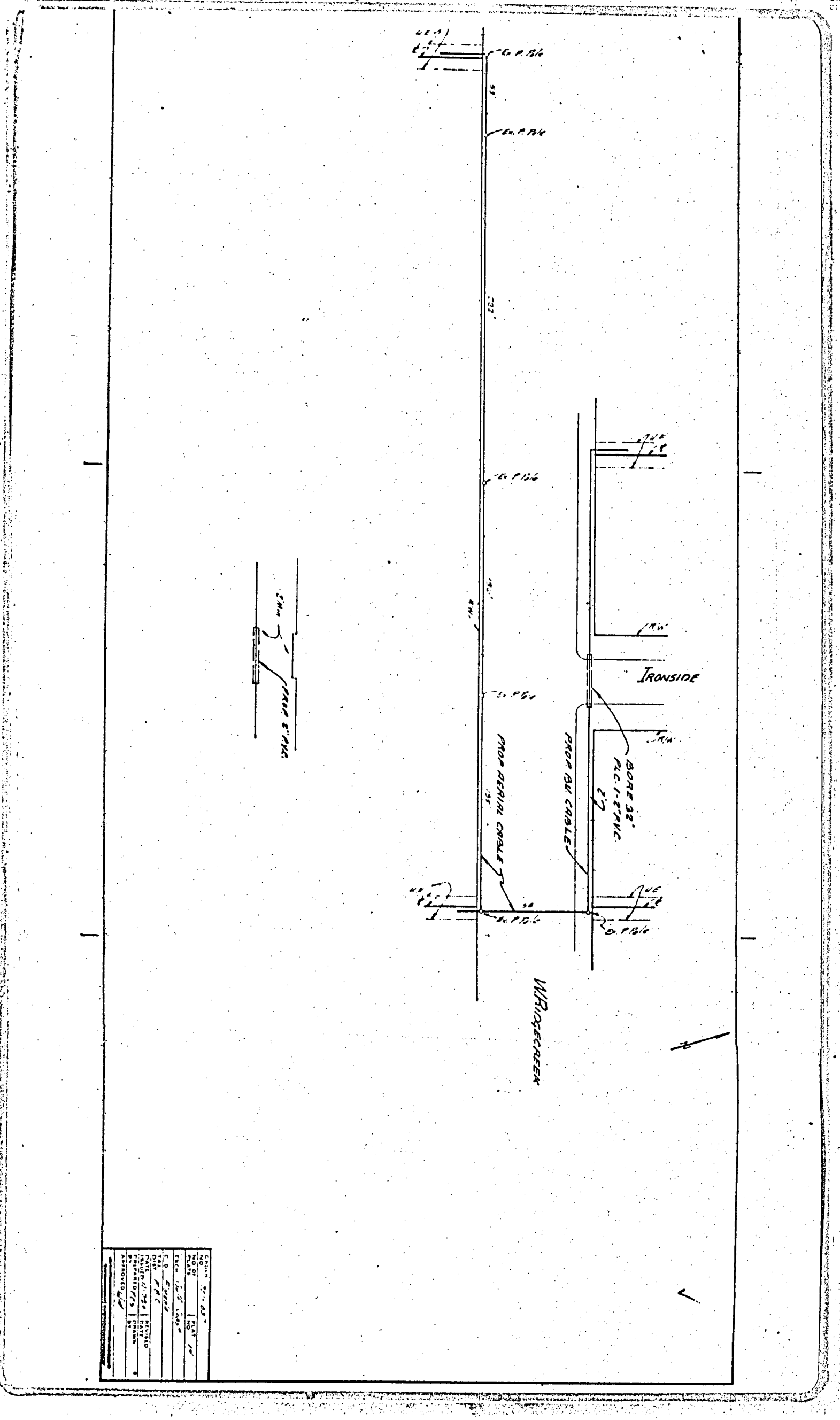
D. F. Meredith
Signature

NAME & TITLE: David F. Meredith
Please Print

DATE: 12-10-80
ADDRESS: 7122 Marisol
Street/P.O. Box
Houston Tx 77083
City State Zip

TELEPHONE NO: 498-7781 498-7781
Business Home

9


Ex. P. Pole
Ex. P. Pole
Ex. P. Pole
Ex. P. Pole
Ex. P. Pole
Ex. P. Pole
IRONSIDE
BORE 32'
PLC. 1-2" P.V.C.
PROP. BU. CABLE
PROP. AERIAL CABLE
PROP. 2" P.V.C.
W. RIDGECREEK
CADDER NO.
NO. OF PLATS
PLAT NO.
ERCH
C.O.
TAX DIST.
DATE ISSUED
PREPARED BY
REVISED DATE
DRAWN BY
APPROVED

13

9

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22 day of December, 19 80, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable Television, date December 10, 1980, permit no. 80089 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainge Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulating order thereof.

13

BY Stanley L Kucher
COUNTY ENGINEER

Presented to Commissioners Court and and approved. Recorded Volume 13 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Pearl Ellett
Co Clerk

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUES GROUNDS FOR JOB SHUTDOWN.

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10 RE: REJECT ALL BIDS ON ONE OR MORE NEW RUBBER TIRE FRONT END LOADER AND RE-ADVERTISE:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court ordered to reject all bids on one or more new rubber tire Front-End Loader and to re-advertise for same.

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11 RE: ACCEPT ALL LOW BIDS ON OFFICE SUPPLIES:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized to accept all low bids for Office Supplies.

Bids as follows:

BID TABULATION

FOR: FORT BEND COUNTY

MONDAY, DECEMBER 15, 1980 - 9:00 A.M.

OFFICE SUPPLIES

FIRM	PLAIN BOND PAPER	BID PRICE	BOND PAPER W/VAR. DEPT. HEADS	BID PRICE	ENVELOPES 4" x 9½"	BID PRICE	ENVELOPES 4" x 9½" W/VAR. RETURN	BID PRICE	ENVELOPES 3½" x 8" W/VAR. DEPT. RETURN	BID PRICE
Brazos Office Products, Inc. 140 3rd Rosenberg, Tx. 342-5564	20#/#4 Sulphite	Letter Size 31.00 CTN Legal Size 39.50 CTN	NO BID		#10-24 Commercial Grade	11.69/1000	NO BID		NO BID	
Totalgraphics 17 3rd St. Rosenberg, Tx.	NO BID		#4 Sulfite Base 20, white 8½ x 11 (black ink) 25% Cotton basis 20, white 8½x11 (blk. ink) Phototypesetting not included. Typesetting chgs. $15.00 per hr. 7.50 min.	13.13/500 18.40/1000 21.04/500 27.49/1000	NO BID		Commercial Size #10 White Bond Basis #20 Typesetting not included A Plate change charge of 2.50 for each change in quantity orders	500(one box) 16.48 1000 - 26.20 2500(one cart) 65.49	Commercial Check size White bond 24# window Typesetting not included	500 - 46.02 5000 - 260.3

BID TABULATION (page 2)

OFFICE SUPPLIES

FIRM	YELLOW WRITING PADS	BID PRICE	ADDING MACHINE TAPES	BID PRICE	INK PENS	BID PRICE	PENCILS	BID PRICE	IBM COPIER II	BID PRICE	XEROX PAPER	IBM RIBBONS
razos Office roducts, Inc.	Letter Size Legal Size	5.75 doz. 6.35 doz.	2¼"	29.00 ca./100	Bic PM or PF Paper Mate Write Bros.	1.58 doz. 1.69 doz.		.99 coz.		17.95 CTN	20#/#4 Sulphite	Burroughs or Frankel List Less 25%
talgraphics	NO BID		NO BID		NO BID		NO BID		NO BID		NO BID	NO BID

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11

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BID FORM

FOR: FORT BEND COUNTY MONDAY, DECEMBER 15, 1980 - 9:00 A.M.

OFFICE SUPPLIES

PLEASE SUBMIT ALL FORMS IN DUPLICATE

THE UNDERSIGNED BIDDER WILL PROVIDE THE FOLLOWING ITEMS AT THE PRICES LISTED BELOW. BID PRICES SHALL BE EFFECTIVE FOR A PERIOD OF SIX (6) MONTHS AND SHALL BE RENEWABLE FOR ANOTHER SIX MONTHS PROVIDED BOTH PARTIES AGREE.

XXXX

11

Office Supplies
Page 2

BID PRICE No Bid

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

ENVELOPES 3½" x 8½" WITH VARIOUS COUNTY DEPARTMENT RETURN ADDRESS WITH WINDOW.

Please give specifications:

BID PRICE No Bid

13

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

YELLOW WRITING PADS

Please give specifications

BID PRICE LETTER SIZE 5.75 dz

BID PRICE LEGAL SIZE 6.35 dz

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

ADDING MACHINE TAPES (various widths)

Please give specifications:

2¼"

BID PRICE 29.00 case/100

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

INK PENS (various widths)

Please give specifications:

BIC PM or PE 1.58 dz

Paper Mate Write Bros 1.69 dz

MEDIUM POINT BID PRICE

FINE POINT BID PRICE

Office Supplies
Page 3

XXXX

BID FORM

FOR: FORT BEND COUNTY MONDAY, DECEMBER 15, 1980 - 9:00 A.M.

OFFICE SUPPLIES

PLEASE SUBMIT ALL FORMS IN DUPLICATE

THE UNDERSIGNED BIDDER WILL PROVIDE THE FOLLOWING ITEMS AT THE PRICES LISTED BELOW. BID PRICES SHALL BE EFFECTIVE FOR A PERIOD OF SIX (6) MONTHS AND SHALL BE RENEWABLE FOR ANOTHER SIX MONTHS PROVIDED BOTH PARTIES AGREE.

XXXX

Office Supplies
Page 2

~~A plate change charge of $2.50 for each change in quantity orders.~~

BID PRICE _____

XXXX

11

Page 3

XXXX

BID TABULATION

FOR: FORT BEND COUNTY

MONDAY, December 15, 1980 9:00 A.M.

CULVERTS

FIRM	Steel Culverts, Inc. 2005 Tickner Conroe, Texas 77301	Hasara Tank Car Culvert 506 Barbara Lane Conroe, Texas 77301	Specialized Steel Culvert Company P.O. Box 1229 Willis, Texas 77378	Wheeling Corrugating Company P.O. Box 391 Navasota, Texas 77868
DESCRIPTION	GALVANIZED CORRUGATED SPIRAL STEEL PIPE CULVERT	STEEL PIPELINE PIPE 1/4" to 1/2 wall		GALVANIZED CORRUGATED SPIRAL STEEL PIPE CULVERT
	2 2/3" x 1/2" 3" x 1"	Size Price		2 2/3" x 1/2" 3" x 1"
12" x 16 gauge	$6.60 per ft.	30" $22.50/ft.		12" x 16 Gauge 4.73 ft.
18" x 16 gauge	8.90	36" 28.50/ft.		18" x 16 " 6.33 ft.
24" x 16 gauge	11.50	40" 32.50/ft.		24" x 16 " 8.19 ft.
30" x 16 "	14.00	48" 38.50/ft.		30" x 16 " 10.00 ft.
36" x 14 "	21.88	54" 45.00/ft.		36" x 14 " 15.46 ft. 18.17
42" x 14 "	25.00			42" x 14 " 17.61 ft 20.56
48" x 14 "	28.40	ALTERNATE PROPOSAL:		48" x 14 " 20.16 ft. 23.30
54" x 14 "	36.60	Used steel pipeline pipe & railroad tank car culverts		54" x 14 " 26.09 ft. 29.69
60" x 16 "	38.60	Wall Thickness x Diameter Price per Foot		60" x 14 " 32.31
66" x 16 "	42.00	1/4" x 18" $14.50		66" x 14 " 35.20
72" x 16 "	45.40	1/4" x 24" 18.50		72" x 14 " 38.25
78" x 16 "	51.00	1/4" x 30" 21.00		78" x 12 " 56.74
84" x 12 "	91.50	3/8" x 36" 29.50		84" x 12 " 60.80
DELIVERY :		3/8" x 42" 38.50		
		3/8" x 48" 45.50		
		3/8" x 54" 49.00		

BID TABULATION

FOR: FORT BEND COUNTY

MONDAY, DECEMBER 15, 1980 - 9:00 A.M.

CULVERTS

FIRM	Steel Culverts, Inc. 2005 Tickner Conroe, Texas 77301	Specialized Steel Culvert Company P.O. Box 1229 Willis, Texas 77378	Wheeling Corrugating P. O. Box 391 Nabasota, Texas 77868
NO BID T & G REINFORCED ROUND CONCRETE PIPE CULVERT 12" 18" 24" 30" 36" 42" 48" 54" 60" 66" 72"	ADDITIONAL SPECIFICATIONS: Additional cost for pipe arch at equiavlent size (both corrugations) Price on request (prices vary with size & gage Additional cost for full asphalt-coated Plus 20% Additional cost for asphalt-coated with pave invert Prices on request RAILROAD TANK CAR CULVERTS Size — Price 5'0 x 26' - 27 — $2000.00 each plus tax in your area 6'6 x 32' — 2400.00 7'3 x 32' — 2560.00 8'0 x 32' — 2880.00 8'8 x 32' — 3168.00	STEEL PIPE (con't) 3/8" x 60" — 58.00 3/8" x 66" — 60.00 7/16" x 72" — 68.00 7/16" x 78" — 74.50 7/16" x 84" — 79.50 7/16" x 87" — 85.00 7/16" x 96" — 92.50 7/16" x 102" — 95.00 All prices are F.O.B. your yard or jobsite. All welded joints: $3.00 per diameter inch. Also, railroad flat car bridge material, f.o.b. jobsite: $18.50 per square foot. Add $10.00 per square foot if we install.	ADDITIONAL SPECIFICATIONS: Add 20% for coated pipe Add 33% for coated & Paved invert Add 50% for smooth interior. Add 10% to prices for arc pipe of equivalent size. Corrugated galvanized ste pipe in accordance with specifications conforming to T.H.D. 460.2

BID TABULATION

FOR: FORT BEND COUNTY

MONDAY, December 15, 1990 9:00 A.M.

CULVERTS

FIRM	Seabreeze Aluminum Culvert P.O. Box 16 Stowell, Texas 77661			
DESCRIPTION	ALUMINUM CORRUGATED RIVETED PIPE CULVERT		ALUMINUM CORRUGATED SPIRAL PIPE CULVERT	ADDITIONAL SPECIFICATIONS
	2 2/3" x 1/2"	6" x 1"	2 2/3" x 1/2"	Prices quoted per LF cost for pipe arch at equivalent size 2 2/3 x 1/2
12" x 16 gauge	6.79/LF	-	5.88/LF	
18" x 16 gauge	9.86/LF	-	8.70/LF	
24" x 16 gauge	15.96.LF (14 ga.)	-	11.51/LF (16 Ga.)	
30" x XX 14 "	19.49/LF	-	17.60/LF	
36" x 14 "	31.85/LF (12 Ga.)	20.07/LF (14 Ga.)	21.14/LF (14 Ga.)	
42" x 14 "	-	23.75/LF (16 Ga.) 28.80/LF (14 Ga.)	-	
48" x 14 "	-	32.71/LF	-	
54" x 14 "	-	36.60/LF	-	
60" x 14 "	-	40.28/LF	-	
66" x 14 "	-	44.78/LF	-	
72" x 14 "	-	48.68/LF	-	
78" x 14 "	-	71.09/LF	-	
84" x 14 "	-	76.49/LF	-	
DELIVERY				

	RIVETED	SPIRAL
21 x 15	10.85	9.65 (16 Ga.
28 x 20	17.28	15.44 (14 Ga
35 x 24	21.08	19.23 (14 Ga.
42 x 29	33.89	30.96 (12 Ga.)
49 x 33	39.65 (12 Ga.)	-
57 x 38	45.14 (12 Ga.)	-
64 x 43	54.94 (12 Ga.)	-
71 x 47	71.76 (10 Ga.)	-
77 x 52	78.84 (10 Ga.)	-
83 x 57	85.20 (10 Ga.)	-

BID TABULATION

FOR: FORT BEND COUNTY

MONDAY, December 15, 1980 9:00 A.M.

CULVERTS

FIRM	Wyatt Industries, Inc. P.O. Box 3052 Houston, Texas 77001	
DESCRIPTION	GALVANIZED CORRUGATED RIVETED STEEL PIPE CULVERT	
	2 2/3" x 1/2"	3" x 1"
12" x 16 gauge	5.52	-
18" x 16 gauge	7.43	-
24" x 16 gauge	9.60	-
30" x 16 "	11.76	-
36" x 16 gauge	15.42	19.09
36" x 14 "	18.21	29.66
36" x 16 "		21.59
42" x 14 "	20.95	25.69
42" x 16 "		24.48
48" x 14 "	23.63	29.14
48" x 16 "		31.62
54" x 14 "	30.52	37.10
54" x 16 "		34.33
60" x 14 "	33.46	40.32
60" x 16 "		37.30
66" x 14 "	36.50	43.98
66" x 16 "		40.32
72" x 14 "	39.61	47.72
72" x 16 "		45.45
78" x 12 "	54.29	70.75
78" x 12 "		48.62
84" x 12 "	62.98	75.88

ADDITIONAL SPECIFICATIONS

4% x Diameter per foot (Both Corrugations)
16 gauge arch not available in 3" x 1" Corr.

FULL ASPHALT-COATED
10% x Diameter per Foot (Both Corrugations)

FULL SMOOTH-ITERIOR PIPE
50% x Diameter per foot (2 2/3" x 1/2" corr.)
60% x Diameter per foot (3" x 1" corr.)

ASPHALT-COATED WITH PAVED INVERT
20% x Diameter per foot (2 2/3" x 1/2" corr.)
30% x Diameter per foot (3" x 1" corr.)

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BID FORM

FOR: FORT BEND COUNTY MONDAY, DECEMBER 15,1980 - 9:0

CULVERTS

PLEASE 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.

****

	GALVANIZED CORRUGATED RIVETED STEEL PIPE CULVERT		GALVANIZED CORRUGATED SPIRAL STEEL PIPE CULVERT	
Description	2 2/3" x 1/2"	3" x 1"	2 2/3" x 1/2"	3" x 1"
12" x 16 gauge			$6.60 per foot	
18" x 16 gauge			$8.90	
24" x 16 gauge			$11.50	
30" x 16 gauge			$14.00	
36" x 14 gauge			$21.88	
42" x 14 gauge			$25.00	
48" x 14 gauge			$28.40	
54" x 14 gauge			$36.60	
60" x 14 gauge				$38.60
66" x 14 gauge				$42.00
72" x 14 gauge				$45.40
78" x 14 gauge				$51.00
84" x 12 gauge				$91.50

ADDITIONAL SPECIFICATIONS:

Additional cost for pipe arch at equivalent size (both corrugations)

Price on Request (Prices Vary with size + Gage)

Additional cost for full asphalt-coated

Plus 20 %

Additional cost for full smooth-interior pipe

Culverts
Page 2

Additional cost for asphalt-coated with paved invert

Prices on Request

****

T & G REINFORCED ROUND CONCRETE PIPE CULVERT

Description	
12"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
66"	
72"	

Specifications:

****

RAILROAD TANK CAR CULVERTS

5' X 36'-27	$2000.00 each plus tax in your area
6' X 32'	2400.00
7 3/4 X 32'	2560.00
8' X 32'	2880.00
8 5/8 X 32'	3168.00

****

FIRM Steel Culverts Inc.
BY Roy Friskell Pres.
ADDRESS 2005 Lichner Conroe Tex 77301
PHONE 713/ 756-8663 or 539-3596
DATE 12/15/80

13

12

HASARA TANK CAR CULVERT & PIPE

506 Barbara Lane
Conroe, Texas 77301
713/756-3550
OWNER - JAMES HASARA

11

Fort Bend County
P. O. box 1028
Richmond, Texas 77471

Gentlemen:

We appreciate the opportunity to bid on the following reinforced tank car culvert pipes, fabricated and delivered to your yard or point of destination.

Size	Price
5'0" X 27'	$1250.00
5'0" X 32'	$2150.00
5'3" X 32'	$2275.00
7'3" X 32'	$2425.00
8'0" X 32'	$2825.00
9'6" X 32'	$3250.00

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The following pipe is steel pipeline pipe with ¼" to ½" wall at the length you request.

Size	Price
30"	$28.50/ft.
36"	$31.50/ft.
40"	$32.50/ft.
45"	$38.50/ft.
54"	$45.00/ft.

Assuring you it is a pleasure to be of service, and with best regards.

Sincerely yours,

James Hasara

James E. Hasara
Hasara Tank Car Culvert Office

JEH/ca

12

SPECIALIZED STEEL CULVERT CO[illegible]

[illegible]

BERNARD F. HABARA
PRESIDENT

P.O. BOX [illegible]
[illegible]

December 15, 1980

Fort Bend County
P.O. Box 1028
Richmond, Texas 77469

ALTERNATE PROPOSAL:
Used steel pipeline pipe &
railroad tank car culverts

Gentlemen:

We are happy to bid the following used steel pipeline pipe and railroad tank car culverts as alternatives to corrugated aluminum or concrete pipe:

WALL THICKNESS X DIAMETER	PRICE PER FOOT
1/4" X 18"	$14.50
1/4" X 24"	18.50
1/4" X 30"	21.00
3/8" X 36"	29.50
3/8" X 42"	38.50
3/8" X 48"	45.50
3/8" X 54"	49.00
3/8" X 60"	58.00
3/8" X 66"	60.00
7/16" X 72"	68.00
7/16" X 78"	74.50
7/16" X 84"	79.50
7/16" X 87"	85.00
7/16" X 96"	92.50
7/16" X 102"	95.00

All prices are f.o.b. your yard or jobsite. All welded joints: $3.00 per diameter inch.

Also, railroad flat car bridge material, f.o.b. jobsite: $18.50 per square foot. Add $10.00 per square foot if we install.

Sincerely yours,

[illegible]

Bernard F. Habara, President

BFH/kih

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BID FORM

FORT BEND COUNTY — MONDAY, DECEMBER 15, 1980 - 9:00 A

CULVERTS

PLEASE 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.

GALVANIZED CORRUGATED SPIRAL RIVETED STEEL PIPE CULVERT

Description	2 2/3" x 1/2"	3" x 1"
42" x 16 gauge	4.73 FT	
48" x 16 gauge	5.33 FT	
54" x 16 gauge	8.19 FT	
60" x 16 gauge	10.00 FT	
66" x 14 gauge	15.46 FT	19.17 FT
72" x 14 gauge	17.61 FT	20.56 FT
78" x 14 gauge	20.16 FT	23.30 FT
84" x 14 gauge	26.09 FT	29.69 FT
90" x 14 Gauge		32.31 FT
96" x 14 gauge		35.20 FT
72" x 14 Gauge		38.25 FT
78" x 12 gauge		56.74 FT
84" x 12 Gauge		60.60 FT

ADDITIONAL SPECIFICATIONS:

Additional cost for pipe arch at equivalent size (both corrugations)

ADD 20% FOR COATED PIPE.
ADD 33% FOR COATED & PAVED INVERT.
ADD 50% FOR SMOOTH INTERIOR.

ADD 10% TO PRICES FOR ARCH PIPE OF EQUIVALENT SIZE. CORRUGATED GALVANIZED STEEL PIPE IN ACCORDANCE WITH SPECIFICATIONS CONFORMING TO T.H.D. 450.2

13

12

Description

48"

54"

60"

66"

72"

Specifications:

FIRM WHEELING CORRUGATING COMPANY

BY J.M. ROCK

ADDRESS P.O. BOX 391, NAVASOTA, TEXAS 77868

DATE 12/11/80

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12

BID FORM

FOR: FORT BEND COUNTY MONDAY, DECEMBER 15, 1980 - 9:

CULVERTS

PLEASE 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.

	ALUMINUM XXXXXXXX CORRUGATED RIVETED XXXXX PIPE CULVERT		ALUMINUM XXXXXXXXXX CORRUGATED SPIRAL XXXX PIPE CULVERT	
Description	2.2/3" x 1/2"	6"X1" XXXXXX	2 2/3" x 1/2"	XXXXX
12" x 16 gauge	$6.79/LF	-	$5.88/LF	-
18" x 16 gauge	$9.86/LF	-	$8.70/LF	-
24" x 16 gauge	$15.96/LF (14 Ga.)	-	$11.51/LF (16 Ga.)	-
30" x 14 gauge	$19.49/LF	-	$17.60/LF	-
36" x 14 gauge	$31.85/LF (12 Ga.)	$20.70/LF (14 Ga.) $23.75/LF (16 Ga.)	$21.14/LF (14 Ga.)	-
42" x 14 gauge	-	$28.80/LF (14 Ga.)	-	-
48" x 14 gauge	-	$32.71/LF	-	-
54" x 14 gauge	-	$36.60/LF	-	-
60" x 14 gauge	-	$40.28/LF	-	-
66" x 14 gauge	-	$44.78/LF	-	-
72" x 14 gauge	-	$48.68/LF	-	-
78" x 12 gauge	-	$71.09/LF	-	-
84" x 12 gauge	-	$76.49/LF	-	-

ADDITIONAL SPECIFICATIONS:

Prices quoted per LF

XXXXXXXXX cost for pipe arch at equivalent size (XXXXXXXXXXXXXXX) 2 2/3 x 1/2

	21x15	28x20	35x24	42x29	49x33	57x38	64x43	71x47	77x52	83x57
Riveted	10.85	17.28	21.08	33.89	39.65	45.14	54.94	71.76	78.84	85.20
Spiral	9.65	15.44	19.23	30.96						
	16Ga	14Ga	14Ga	12Ga	12Ga	12Ga	12Ga	10Ga	10Ga	10Ga

Additional cost for full asphalt-coated

N/A

Additional cost for full smooth-interior pipe

N/A

Culverts
Page 2

Additional cost for asphalt-coated with paved invert

N/A

****

T & S REINFORCED ROUND CONCRETE PIPE CULVERT

Description	
12"	
18"	
24"	
30"	
36"	
42"	
48"	
54"	
60"	
66"	
72"	

Specifications:

N/A

****

RAILROAD TANK CAR CULVERTS

N/A

****

FIRM SEABREEZE ALUMINUM CULVERT

BY RANDY MCMULLEN Randy McMullen

ADDRESS P.O. BOX 16 STOWELL, TEXAS 77661

PHONE 713/296-4098

DATE DECEMBER 11, 1980

BID FORM

NOR: FORT BEND COUNTY MONDAY, DECEMBER 15, 1980 -

CULVERTS

PLEASE 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 delivere in truckload quantities to Fort Bend County. Bid prices shall be effective fo e period of six (6) months and shall be renewable for another six (6) months provided that both parties agree.

****

GALVANIZED CORRUGATED RIVETED STEEL PIPE CULVERT

Description	2 2/3" x 1/2"	3" x 1"
12" x 16 gauge	5.52	
18" x 16 gauge	7.43	
24" x 16 gauge	9.60	
30" x 16 gauge	11.76	
36" x 16 Ga	15.42	16 Ga 19.09
36" x 14 gauge	18.21	20.66
42" x 14 gauge	20.95	16 Ga 21.50
48" x 14 gauge	23.63	25.69
54" x 14 gauge	30.52	16 Ga 24.48
60" x 14 gauge	33.46	29.14
66" x 14 gauge	36.50	16 Ga 31.62
72" x 14 gauge	39.61	37.10
78" x 12 gauge	54.29	16 Ga 34.33
84" x 12 gauge	62.98	40.32
		16 Ga 37.30
		43.98
		16 Ga 40.32
		47.72
		16 Ga 45.45
		70.75
		16 Ga 48.62
		75.88

GALVANIZED CORRUGATED SPIRAL STEEL PIPE CULVERT

2 2/3" x 1/2"	3" x 1"

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ADDITIONAL SPECIFICATIONS:

Additional cost for pipe arch at equivalent size (both corrugations)

4% x Diameter per foot. (Both corrugations)

16 gauge Arch not available in 3" x 1" corr.

Additional cost for full asphalt-coated

10% x Diameter per foot (Both corrugations)

Additional cost for full smooth-interior pipe

50% x Diameter per foot (2 2/3" x 1/2" Corr.)

60% x Diameter per foot (3" x 1" Corr.)

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Additional cost for asphalt-coated with paved invert

20% x Diameter per foot (2 2/3" x 1/2" Corr.)

30% x Diameter per foot (3"x1" Corr.)

T & G REINFORCED ROUND CONCRETE PIPE CULVERT -

Description

12"

18"

24"

30"

36"

42"

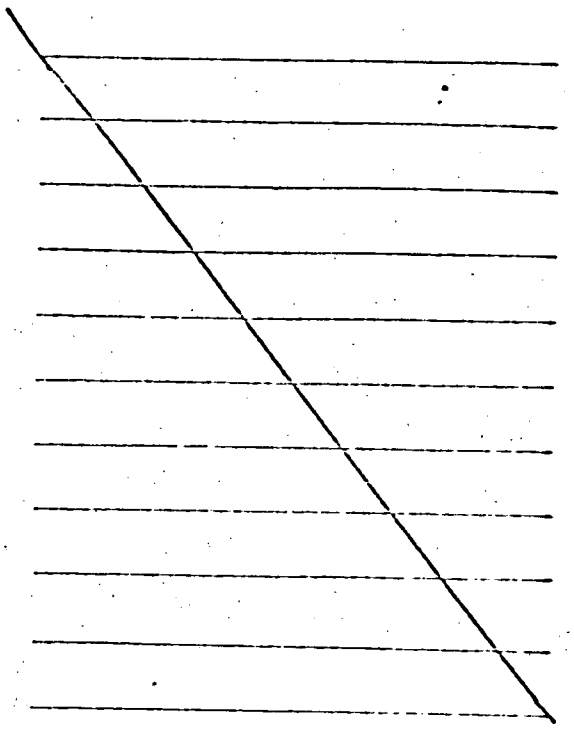
48"

54"

60"

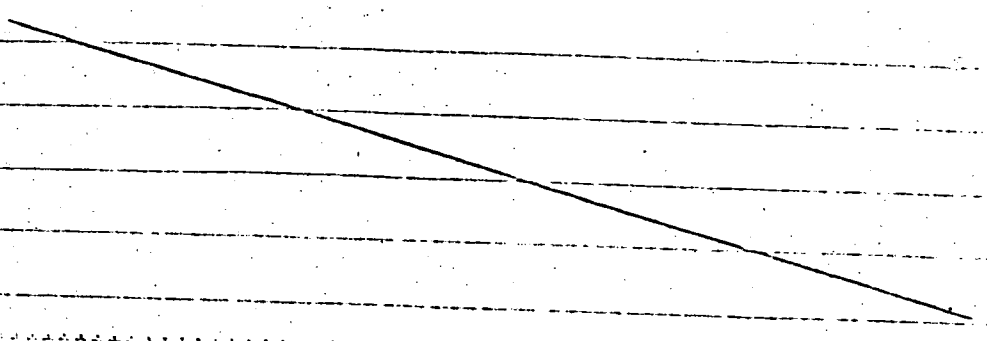
66"

72"



Specifications:

RAILROAD TANK CAR CULVERTS



FIRM Wyatt Industries Inc

BY Dan F. Wallace. Dan Wallace.

ADDRESS P.O. Box 3052, Houston, Tx 77001

PHONE 713/861-6141

DATE 12-14-80

13

13 RE: ACCEPT ALL BIDS ON ROAD MATERIALS:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court accepted all bids on Road Material on the basis of availability and discretion of the Department head. Bids as follows:

BID TABULATION

FOR: FORT BEND COUNTY

ROAD MATERIALS

MONDAY, December 15, 1980 - 9:00 A.M.

...ion	ITEM # 1 GRAVEL BASE	BID PER TON	ITEM #2 LIME-STONE BASE	BID PER TON	ITEM #3 HOT MIX	BID PER TON	ITEM #4 COLD MIX	BID PER TON
G & S Asphalt Inc. 10126 Cash Road Stafford, Texas 77477 499-1551	NO BID		NO BID		Standard T.H.D. Specifications F.O.B. Plant in Missouri City	20.00	Standard T.H.D. Specifications F.O.B. Plant in Missouri City	20.75
...rker Bros. & Co. ...O. Box 107 ...ston, Texas 77001	THD Item 236 Grade 1 Road Gravel (40-50 mls) (51-60 mls) (61-80 mls)	$3.60 F.O.B. Altair $.0850 per road mile $.0800 " " $.0750 " "	THD Item 242 Grade 1	1.75 F.O.B. New Braunfels	THD Item 240 Type D The price on item 240 type D is plus all future oil increases, which will be added to the price as they become effective.	21.20 F.O.B. Plant	NO BID	
...navidez Gravel Pit ...10 Lynn ... Campo, Texas 77437	Price subject to increase, Fuel 1.10 per gal. 12-15-80 & Gravel 1.70 per gal. FT. Bend Cty. Prct. 1 6.80 Prct. 2 6.90		NO BID		NO BID		NO BID	
...rushed Stone Base ...t. 1 Box 269 ...osharon, Texas 77583	NO BID		THD 242 Type A Grade A Retained on 1-34 in. sieve-----0% " on 1 in. sieve----5 to 25% " on 1.2 in. sieve-30 to 50% " on No. 4 sieve --45 to 65% " on No. 40 sieve--70 to 80%	$12.50 FOB Arcola	NO BID		NO BID	
...aley & Holland ...30 Hwy 6 So. ...ouston, Texas 77079	Lime Stabilized Base State Hwy Item 249	4.25 FOB Plant in Columbus	NO BID		NO BID		NO BID	

BID TABULATION

FOR: FORT BEND COUNTY

ROAD MATERIALS

MONDAY, December 15, 1980 - 9:00 A.M.

BIDDER	ITEM # 1 GRAVEL BASE	BID PER TON	ITEM #2 LIME-STONE BASE	BID PER TON	ITEM #3 HOT MIX	BID PER TON	ITEM #4 COLD MIX	BID PER TON
Angle-Tex Materials P.O. Box 996 Angleton, Texas 77515	Bank Run Gravel Base Rosenberg 7.07 Richmond 7.33 Needville 8.11 Fulshear 7.07 Sugarland 8.11 Missouri City 8.60 Stafford 8.54 The haul rate for additional miles outside these areas will	\$0.087/per ton mile	THD Item 249 Type A Grade 2 Crushed Limestone base material Rosenberg 11.40 Needville 11.49 Arcola 11.59 Missouri City 11.59 Stafford 11.59 Hauling by Angel-Tex trucks will be at 1.45 for the first mile, plus \$0.10 mile thereafter.		THD Item 340,1972 Hotmix asphaltic concrete Bid per ton loaded into FBC trucks at hopper Bid per ton in place (not include hauling) Bid for hauling	24.00 36.00 1.45 for 1st mile plus \$0.10 thereafter	THD 1972, Item 350 Hotmix cold laid asphaltic concrete Bid per ton loaded into FBC trucks at hopper in Angleton, Tx. Bid for hauling First mile plus \$0.10 thereafter Trailer truck to stock-pile areas	\$25.00 1.45 \$0.095
Alice Rock Asphalt Co. P. Box 531 San Antonio, Tx. 78292	NO BID		NO BID		NO BID		NO BID	

BID TABULATION

Monday, December 15, 1980 - 9:00 A.M.

FIRM	ITEM #5 LIME BASE	BID PRICE	DELIVERY DATE
G & S Asphalt Inc. 10126 Cash Road Stafford, Texas 77477	NO BID		
Parker Bros. & Co. P.O. Box 107 Houston, Texas 77001	THD Item 2058 Road Gravel with 2.8% lime	$5.40 F.O.B. Altair	* Trucking (Item #1) any fuel surcharge will be passed on to customers. * PRESENT FREIGHT RATE (Item #2) Rosenberg 7.80 — Fulshear 7.80 De Walt 7.99 — Sugarland 7.89 Fresno 8.20 — Needville 7.89 Arcola 8.20 — Missouri City 7.99 Simonton 7.71 — Stafford 7.99
Benavidez Gravel Pit 1510 Lynn El Campo, Tx. 77437	NO BID		
Crushed Stone Base Rt. 1 Box 269 Rosharon, Tx. 77583	Retained on 1-3/4 in. sieve 0 to 5% " on No 4 sieve 30 to 75% No. 50 sieve 65 to 85% Max LL 35, Max PI 12 *Lime or Ash Stabilized	10.02 FOB Arcola	
Daley & Holland 430 Hwy 5 So. Houston, Texas 77079	NO BID		

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Road Materials
Page 2

BID TABULATION

Monday, December 15, 1980 - 9:00 A.M.

	ITEM #5 LIME BASE	BID PRICE	DELIVERY DATE
Angle-Tex Materials P.O. Box 996 Angelton, Texas 77515	Processed gravel base, Maximum 1-3/4" aggregate stabilized with 2-1/2% to 3% Lime. The haul rate for additonal miles outside areas listed will be $0.087/ton mile.	Ros. 9.13 Rich. 9.39 Need. 10.18 Ful. 9.13 Sugar Ld. 10.18 Miss. City 10.70 Staf. 10.61	
Uvalde Rock Asphalt Co. P.O. Box 531 San Antonio, Texas 78292	Precoated Aggregate Type PE-3. SHD 304 Precoated Aggregate Type PE-4, SHD 304 Flexmix, Type CC SHD 330 Flexmix, Type D, SHD 330 There is an additional $1.96 fuel surcharge to added to each rate	8.40 10.10 12.15 12.70 Ros. 6.94 Rich. 6.94 Ful. 6.94 Need. 7.30 Staf. 7.30	

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BID FORM

TO: FORT BEND COUNTY MONDAY, DECEMBER 15, 1980-9:00 A.

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 both parties agree.

PLEASE SUBMIT ALL FORMS IN DUPLICATE

ITEM #1

GRAVEL BASE MATERIAL (Fort Bend County purchased 36,650 yds. in 1978)

Please give complete specifications:

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BID PRICE ITEM #1 No Bid

ITEM # 2

LIMESTONE BASE MATERIAL (Fort Bend County purchased 32,077.2 Tons in 1978).

Please give complete specifications on quality and size of material including highway specifications.

BID PRICE ITEM #2 No Bid

ITEM # 3

HOT MIX ASPHALTIC BASE MATERIALS (Fort Bend County purchased 6429.03 Tons in 1978)

Please give complete specifications including highway department specifications if applicable.

Standard T.H.D. Specifications

F.O.B Plant in Missouri City

BID PRICE ITEM #3 20.00 per ton (Twenty Dollars)

ITEM # 4

CALD MIX (Fort Bend County purchased 1637.52 Tons in 1978)

13

Bid Materials
Page 2

Please give complete specifications including highway department specifications if applicable.

Standard T.H.D. Specification

F.O.B. Plant in Missouri City

BID PRICE ITEM #4 20.75 per ton
(Twenty and 75/100 Dollars)

ITEM #5

LIME BASE MATERIAL

Please give complete specifications including highway department specifications if applicable.

13

BID PRICE ITEM #5 No Bid

FORT BEND COUNTY reserves the right to reject any and all bids and to waive all technicalities.

FIRM G. & S. Asphalt Inc.
BY Jessy L. Berry - Vice President
ADDRESS 1026 Cash Road
PHONE Stafford, Texas 77477 --- (499-1551)
DATE 12-12-80

13

BID FORM

FOR: FORT BEND COUNTY MONDAY, DECEMBER 15, 1980-9:00 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 both parties agree.

PLEASE SUBMIT ALL FORMS IN DUPLICATE

ITEM #1

GRAVEL BASE MATERIAL (Fort Bend County purchased 36,650 yds. in 1978)

Please give complete specifications:

Texas Highway Department Item 236 Grade I Road Gravel Trailer Truck Rate from Altair graduated! (40-50 mls) $.0850 Per Ton Per Road Mile (51-60 mls) $.0800 Per Ton Per Road Mile (61-80 mls) $.0750 Per Ton Per Road Mile.

SPECIFICATIONS ATTACHED

* NOTE ESCALATIONS FOR TRUCKING ON PAGE 2 BID PRICE ITEM #1 $3.60 Net Per Ton F.O.B. ALTAIR

13

ITEM # 2

LIMESTONE BASE MATERIAL (Fort Bend County purchased 32,077.2 Tons in 1978).

Please give complete specifications on quality and size of material including highway specifications.

Texas Highway Department Item 242 Grade I

SPECIFICATIONS ATTACHED

** NOTE-RAILROAD FREIGHT RATES PAGE 2 BID PRICE ITEM #2 $1.75 Net Per Ton F.O.B. NEW BRAUNFELS

ITEM # 3

HOT MIX ASPHALTIC ROAD MATERIALS (Fort Bend County purchased 6499.03 Tons in 1978)

Please give complete specifications including highway department specifications if applicable.

Texas Highway Department Item 240 Type D F.O.B. Plant $21.20 Net Per Ton. Plant location 1120 Brittmoore Houston, Texas.

NOTE: THE PRICE ON ITEM 240 TYPE D IS PLUS ALL FUTURE OIL INCREASES, WHICH WILL BE ADDED TO THE PRICE AS THEY BECOME EFFECTIVE.

SPECIFICATIONS ATTACHED

BID PRICE ITEM #3 $21.20 Net Per Ton F.O.B. OUR PLANT

ITEM # 4

COLD MIX (Fort Bend County purchased 1637.52 Tons in 1978)

Raw Materials
Page 2

Please give complete specifications including highway department specifications if applicable.

NO BID

BID PRICE ITEM #4 NO BID

****

ITEM #5

LIME BASE MATERIAL

Please give complete specifications including highway department specifications if applicable.

Texas Highway Department Item 2058 Road Gravel with 2.8% Lime

BID PRICE ITEM #5 $5.40 Net Per Ton F.O.B. ALTAIR

****

PORT BEND COUNTY reserves the right to reject any and all bids and to waive all technicalities.

****

FIRM PARKER BROTHERS & CO., INC.

BY [signature]

ADDRESS P. O. BOX 107 Houston, TX 77001

PHONE 926-4461

DATE December 11, 1980

** TRUCKING (ITEM #1) ANY FUEL SURCHARGE WILL BE PASSED ON TO CUSTOMERS.

** PRESENT FREIGHT RATE (ITEM #2)

ROSENBERG	$7.80	NET PER TON	SIMONTON	$7.71	NET PER TON	MISSOURI CITY	$7.99 N.P.T.
DE WALT	7.99	NET PER TON	FULSHEAR	7.80	NET PER TON	Stafford	7.99 N.P.T.
FRESNO	8.20	NET PER TON	SUGARLAND	7.89	NET PER TON		
ARCOLA	8.20	NET PER TON	NEEDVILLE	7.89	NET PER TON		

ITEM 236
FLEXIBLE BASE
(Bank-run Gravel)

ITEM # 1 Grade 1: When properly slaked and tested by standard Texas Highway Department laboratory methods, the flexible base material shall meet the rollowing requirements:

Retained on 1-3/4 inch 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 shall not exceed	10

ITEM 242
FLEXIBLE BASE
(Crushed Stone)

ITEM # 2 (1) Grade 1. When properly slaked and tested by standard Texas Highway Department laboratory 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 Bender" 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

The material shall have a Wet Ball Mill Value not exceeding 40 when tested in accordance with Texas Highway Department Standard laboratory test Tex-116-E. Unless otherwise shown on plans the increase in soil binder resulting from this test shall not exceed 20.

ITEM 340
HOT MIX ASPHALTIC CONCRETE PAVEMENT

ITEM # 3 (1) Types. The paving mixtures shall consist of a uniform mixture of coarse aggregate, fine aggregate, asphaltic material and mineral filler, if required.

The grading of each constituent of the mineral aggregate shall be such as to produce, when properly proportioned, a mixture which, when tested in accordance with Test Method Tex-200-F (Dry Sieve Analysis), will conform to the limitations for master grading given below for the type specified unless otherwise shown on plans.

Type "D" (Fine Graded Surface Course):

Passing 1/2" sieve	100
Passing 3/8" sieve	95 to 100
Passing 3/8" sieve, retained on No. 4 sieve	20 to 50
Passing No. 4 sieve, retained on No. 10 sieve	10 to 30
Total retained on No. 10 sieve	50 to 70
Passing No. 10 sieve, retained on No. 40 sieve	0 to 30
Passing No 40 sieve, retained on No. 80 sieve	4 to 25
Passing No. 80 sieve, retained on No. 200 sieve	3 to 25
Passing No. 200 sieve	0 to 6

13

BID FORM

FOR: [illegible] BEND COUNTY MONDAY, [illegible]

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 both parties agree.

PLEASE SUBMIT ALL FORMS IN DUPLICATE

ITEM #1

GRAVEL BASE MATERIAL (Fort Bend County purchased 36,650 yds. in 1978).

Please give complete specifications:

Price subject to increase. Fuel 1.14 per gal 12-15-80 & Gravel 1.70 per yd.

BID PRICE ITEM #1 Ft Bend Cty Pct. 1 [illegible] per yd. Ft Bend Cty Pct. 2 [illegible] per yd.

13

ITEM # 2

LIMESTONE BASE MATERIAL (Fort Bend County purchased 32,077.2 Tons in 1978).

Please give complete specifications on quality and size of material including highway specifications.

No Bid

BID PRICE ITEM #2

ITEM # 3

[illegible] MIX [illegible] (Fort Bend County purchased [illegible] in 1978)

Please give complete specifications including highway department specifications [illegible].

No Bid

BID PRICE ITEM #3

[illegible] MIX (Fort Bend County purchased 1637.52 Tons in 1978)

13

Please give complete specifications including highway department specifications if applicable.

No Bid

BID PRICE ITEM #4

ITEM #5

LIME BASE MATERIAL

Please give complete specifications including highway department specifications if applicable.

No Bid

BID PRICE ITEM #5

13

[illegible] BEND COUNTY reserves the right to reject any and all bids and to waive all technicalities.

[illegible] Benavides Gravel Pit

BY Gene Benavides

[illegible] 1510 Lynn El Campo Tex 77437

[illegible] 713-543-2877

12-15-80

BID FORM

FOR: FORT BEND COUNTY

MONDAY, DECEMBER 15, 1980-9:00

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 both parties agree.

PLEASE SUBMIT ALL FORMS IN DUPLICATE

ITEM #1

GRAVEL BASE MATERIAL (Fort Bend County purchased 36,650 yds. in 1978)

Please give complete specifications:

BID PRICE ITEM #1 _____

ITEM # 2

LIMESTONE BASE MATERIAL (Fort Bend County purchased 32,077.2 Tons in 1978).

Please give complete specifications on quality and size of material including highway specifications.:

THD 242 Type A Grade 1

Retained on 1-3/4 inch sieve.....0%
Retained on 1 inch sieve.....5 to 25%
Retained on 1/2 inch sieve.....30 to 50%
Retained on No. 4 sieve.....45 to 65%
Retained on No. 40 sieve.....70 to 80%

BID PRICE ITEM #2 $ 12.50 FOB Arcola

ITEM # 3

HOT MIX ASPHALTIC ROAD MATERIALS (Fort Bend County purchased 6499.03 Tons in 1978)

Please give complete specifications including highway department specifications if applicable.

BID PRICE ITEM #3 _____

ITEM # 4

COLD MIX (Fort Bend County purchased 1637.52 Tons in 1978)

Please give complete specifications including highway department specifications if applicable.

BID PRICE ITEM #4 _____

****

ITEM #5

LIME BASE MATERIAL

Please give complete specifications including highway department specifications if applicable.

Retained on 1-3/4 inch sieve.....0-5%
Retained on No. 4 sieve.....30 to 75%
Retained on No. 50 sieve.....65 to 85%
Max LL 35
Max PI 12

* Lime or Ash Stabilized

BID PRICE ITEM #5 $10.02 FOB Arcola

****

PORT BEND COUNTY reserves the right to reject any and all bids and to waive all technicalities.

****

FIRM Crushed Stone Base

BY Mack Wise Mack Wise Gen Mgr

ADDRESS Rt. 1 Box 269 Rosharon, TX 77583

PHONE 713-431-2511

DATE December 15, 1980

BID FORM

FOR: FORT BEND COUNTY MONDAY, DECEMBER 25, 1978-9:00 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 both parties agree.

PLEASE SUBMIT ALL FORMS IN DUPLICATE

ITEM #1

GRAVEL BASE MATERIAL (Fort Bend County purchased 36,650 yds. in 1978)

Please give complete specifications:

Lime Stabilized Base, State Hwy Item 249

4.25 per tom F.O.B. Plant in Columbus.

BID PRICE ITEM #1 _____

ITEM # 2

LIMESTONE BASE MATERIAL (Fort Bend County purchased 32,077.2 Tons in 1978).

Please give complete specifications on quality and size of material including highway specifications.

BID PRICE ITEM #2 _____

ITEM # 3

HOT MIX ASPHALTIC ROAD MATERIALS (Fort Bend County purchased 6499.03 Tons in 1978)

Please give complete specifications including highway department specifications if applicable.

BID PRICE ITEM #3 _____

ITEM # 4

COLD MIX (Fort Bend County purchased 1637.52 Tons in 1978)

Please give complete specifications including highway department specifications if applicable.

BID PRICE ITEM #4 _____

****

ITEM #5

LIME BASE MATERIAL

Please give complete specifications including highway department specifications if applicable.

BID PRICE ITEM #5 _____

****

PORT BEND COUNTY reserves the right to reject any and all bids and to waive all technicalities.

****

FIRM Daley & Holland

BY Bill R Bait

ADDRESS 430 Hwy 6 So. Houston, Texas 77079

PHONE 497-7761

DATE December 11, 1980

13

BID FORM

FOR: FORT BEND COUNTY MONDAY, [illegible] 1978-[illegible] 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 both parties agree.

PLEASE SUBMIT ALL FORMS IN DUPLICATE

ITEM #1

GRAVEL BASE MATERIAL (Fort Bend County purchased 36,650 yds. in 1978)

Please give complete specifications:

BANK RUN GRAVEL BASE

BID PRICE ITEM #1 SEE ATTACHMENT "A"

13

ITEM # 2

LIMESTONE BASE MATERIAL (Fort Bend County purchased 32,077.2 Tons in 1978).

Please give complete specifications on quality and size of material including highway specifications.

CRUSHED LIMESTONE BASE MATERIAL AS DESCRIBED IN ITEM 249, TYPE A, GRADE 2, 1972 T.H.D. SPECIFICATIONS.

BID PRICE ITEM #2 SEE ATTACHMENT "B"

ITEM # 3

HOT MIX ASPHALTIC ROAD MATERIALS (Fort Bend County purchased [illegible] Tons in 1978)

Please give complete specifications including highway department specifications if applicable.

HOTMIX ASPHALTIC CONCRETE - TYPE "D" MODIFIED AS DESCRIBED IN ITEM 340, 1972 T.H.D. SPECIFICATIONS.

BID PRICE ITEM #3 SEE ATTACHMENT "C"

ITEM # 4

COLD MIX (Fort Bend County purchased 1637.52 Tons in 1978)

13

Bid Materials
Page 2

Please give complete specifications including highway department specifications if applicable.

HOTMIX COLD LAID ASPHALTIC CONCRETE AS DESCRIBED IN ITEM 350 OF THE 1972 T.H.D. SPECIFICATIONS.

BID PRICE ITEM #4 SEE ATTACHMENT "D"

ITEM #5

LIME BASE MATERIAL

Please give complete specifications including highway department specifications if applicable.

PROCESSED GRAVEL BASE, MAXIMUM 1-3/4" AGGREGATE STABILIZED WITH 2-1/2% TO 3% LIME.

13

BID PRICE ITEM #5 SEE ATTACHMENT "E"

FORT BEND COUNTY reserves the right to reject any and all bids and to waive all technicalities.

FIRM: ANGLE-TEX MATERIALS CORPORATION & ANGLETON ASPHALT CORPORATION

BY: Warren Weier

ADDRESS: P.O. BOX 996, ANGLETON, TX 77515

PHONE: 713/849-4391 or HOUSTON # 393-1245

DATE: 12-12-80

ATTACHMENT "A"

ATTACHMENT TO BANK RUN GRAVEL BASE MATERIAL

DECEMBER 12, 1980

COMMISSIONERS COURT
FT. BEND COUNTY
RICHMOND, TEXAS

BANK RUN GRAVEL BASE MATERIAL DELIVERED TO LOCATIONS LISTED BELOW IN FT. BEND COUNTY, TEXAS:

ROSENBERG	$7.07/TON
RICHMOND	$7.33/TON
NEEDVILLE	$8.11/TON
FULSHEAR	$7.07/TON
SUGARLAND	$8.11/TON
MISSOURI CITY	$8.60/TON
STAFFORD	$8.54/TON

THE HAUL RATE FOR ADDITIONAL MILES OUTSIDE THESE AREAS WILL BE $0.087/TON MILE.

THE OWNERS AND DIRECTORS OF ANGLE-TEX MATERIALS CORPORATION ARE ALSO THE OWNERS AND DIRECTORS OF T-R TRUCKING, INC., WHICH OPERATES UNDER THE AUTHORITY OF RCC PERMIT NO. 6631. TRUCKING RATES ARE SUBJECT TO REGULATION BY STATE AGENCIES. PRICES SHALL BE ADJUSTED UPWARD OR DOWNWARD TO COMPENSATE FOR INCREASES OR DECREASES OF TRUCKING RATES IMPOSED BY THE TEXAS RAILROAD COMMISSION.

ATTACHMENT "B"

ATTACHMENT TO LIMESTONE BASE MATERIAL

DECEMBER 12, 1980

COMMISSIONERS COURT
FT. BEND COUNTY
RICHMOND, TEXAS

LIMESTONE BASE MATERIAL F.O.B. FT. BEND COUNTY TRUCKS AT THE FOLLOWING LOCATIONS:

ROSENBERG	$11.40/TON
NEEDVILLE	$11.49/TON
ARCOLA	$11.59/TON
MISSOURI CITY	$11.59/TON
STAFFORD	$11.59/TON

HAULING BY ANGLE-TEX TRUCKS WILL BE AT $1.45/TON FOR THE FIRST MILE, PLUS $0.10/TON MILE THEREAFTER.

PRICES ARE BASED ON MINIMUM SHIPMENTS OF 1,000 TONS. STOCKPILE AREAS ARE NOT AVAILABLE AND DELIVERY MUST BE TAKEN IMMEDIATELY UPON ARRIVAL OF THE RAILCARS. RAILCAR WEIGHTS WILL BE USED FOR INVOICING PURPOSES.

FREIGHT RATES ARE SUBJECT TO REGULATION BY STATE AND/OR FEDERAL AGENCIES. PRICES SHALL BE ADJUSTED UPWARD OR DOWNWARD TO COMPENSATE FOR INCREASES OR DECREASES OF FREIGHT RATES IMPOSED BY SAID AGENCIES. THE INCREASE EFFECTIVE 12/15/80 IS INCLUDED IN THE PRICES QUOTED ABOVE.

ATTACHMENT "C"

ATTACHMENT TO HOTMIX ASPHALTIC CONCRETE

DECEMBER 12, 1980

COMMISSIONERS COURT
FT. BEND COUNTY
RICHMOND, TX

RAPIDLY INCREASING COSTS OF LIQUID ASPHALT AND FUEL, AND UNPREDICTABLE RISING REGULATED FREIGHT RATES THAT AFFECT THE COSTS OF THE AGGREGATES USED TO PRODUCE THIS PRODUCT, MAKES IT IMPOSSIBLE FOR ANGLETON ASPHALT CORPORATION TO QUOTE FIRM PRICES FOR AN EXTENDED PERIOD OF TIME. ALL INCREASES OR DECREASES CREATED BY THE CONDITIONS NAMED ABOVE WILL BE PASSED ON TO FORT BEND COUNTY AS THEY OCCUR.

13

ITEM 1 BID PER TON LOADED INTO FORT BEND COUNTY TRUCKS AT HOPPER $24.00/TON

ITEM II BID PER TON IN PLACE (PRICE NOT TO INCLUDE HAULING) $36.00/TON

ITEM III BID FOR HAULING

$1.45/TON FOR THE FIRST MILE PLUS $0.10/TON PER MILE THEREAFTER.

ANGLETON ASPHALT CORPORATION'S PLANT IS LOCATED AT 820 S. FRONT STREET IN ANGLETON, TEXAS.

ATTACHMENT "D"

ATTACHMENT TO HOTMIX COLD LAID ASPHALTIC PAVEMENT PREMIX

DECEMBER 12, 1980

COMMISSIONERS COURT
FT. BEND COUNTY
RICHMOND, TEXAS

RAPIDLY INCREASING COSTS OF LIQUID ASPHALT AND FUEL, AND UNPREDICTABLE REGULATED FREIGHT RATES THAT AFFECTS THE COSTS OF THE AGGREGATES USED TO PRODUCE THIS PRODUCT, MAKES IT IMPOSSIBLE FOR ANGLETON ASPHALT CORPORATION TO QUOTE FIRM PRICES FOR AN EXTENDED PERIOD OF TIME. ALL INCREASES OR DECREASES CREATED BY THE CONDITIONS NAMED ABOVE, WILL BE PASSED ON TO FORT BEND COUNTY AS THEY OCCUR.

13

ITEM I BID PER TON LOADED INTO FT. BEND COUNTY TRUCKS AT HOPPER IN ANGLETON, TX $25.00/TON

ITEM II BID FOR HAULING

TANDEM OR SINGLE AXLE TRUCKS - $1.45/TON FOR THE FIRST MILE, PLUS $0.10/TON MILE THEREAFTER.

TRAILER TRUCK TO STOCKPILE AREAS $0.095/TON MILE

ANGLETON ASPHALT CORPORATION'S PLANT IS LOCATED AT 820 S. FRONT STREET IN ANGLETON, TEXAS.

ATTACHMENT "E"

ATTACHMENT TO PROCESSED GRAVEL BASE MATERIAL

DECEMBER 12, 1980

COMMISSIONERS COURT
FT. BEND COUNTY
RICHMOND, TX

PROCESSED GRAVEL BASE MATERIAL DELIVERED TO LOCATIONS LISTED BELOW IN FT. BEND COUNTY, TEXAS:

ROSENBERG	$ 9.13/TON
RICHMOND	$ 9.39/TON
NEEDVILLE	$10.18/TON
FULSHEAR	$ 9.13/TON
SUGARLAND	$10.18/TON
MISSOURI CITY	$10.70/TON
STAFFORD	$10.61/TON

THE HAUL RATE FOR ADDITIONAL MILES OUTSIDE AREAS LISTED ABOVE WILL BE $0.087/TON MILE.

THE OWNERS AND DIRECTORS OF ANGLE-TEX MATERIALS CORPORATION ARE ALSO THE OWNERS AND DIRECTORS OF T-R TRUCKING, INC., WHICH OPERATES UNDER THE AUTHORITY OF RCC PERMIT NO. 6631. TRUCKING RATES ARE SUBJECT TO REGULATION BY STATE AGENCIES. PRICES SHALL BE ADJUSTED UPWARD OR DOWNWARD TO COMPENSATE FOR INCREASES OR DECREASES OF TRUCKING RATES IMPOSED BY THE TEXAS RAILROAD COMMISSION.

Form P-8b 3-1-62

QUOTATION AND SALES CONTRACT

UVALDE ROCK ASPHALT COMPANY

DURAMIX — FLEXMIX — KOVER MIX — KOVER STONE

P. O. Box 531 San Antonio, Texas 78292 Area Code 512 341-5101

December 10, 19 80

To County of Fort Bend

P.O. Box 1028 Rosenberg, Texas

All agreements are contingent upon car shortages, accidents, fires, strikes, or other causes beyond our control. Unless otherwise stated, quotations are made subject to acceptance within 10 days from date quoted. All orders are subject to acceptance by our general office and approval of our credit department.

For approx. as required Tons Precoated Aggregate Type PE-3 Gr. 3 SHD 304 $ 8.40 per ton **

and or "as required" Precoated Aggregate Type PE-4 Gr. 4 SHD 304 $ 10.10 per ton **

" " as required " Flexmix Type CC Gr. SHD 330 $ 12.15 per ton **

" " as required " Flexmix Type D Gr. SHD 330 $ 12.70 per ton **

We are pleased to quote you on the above material at prices stated, f.o.b. cars our mines, subject to the addition of any applicable Texas Sales and Use Tax on materials for use within the State of Texas, railroad weights to govern settlement, for use on

County of Fort Bend Roads & Streets - Bid opening December 15, 1980

13

Published freight rates from our mines to shipping points on job are as follows: (While utmost care has been used in compilation of these rates we do not guarantee their accuracy.)

To Rosenberg $ 6.94 per ton

To Richmond $ 6.94 per ton

To Fulshear $ 6.94 per ton

To Needville $ 7.30 per ton

To Stafford $ 7.30 per ton

To There is an additional $ 1.96% per ton fuel surcharge to be added to each rate.

All shipments will be routed over shortest line haul unless otherwise instructed.

Prices shown are based on a flux oil cost of 67¢ per gallon. Should this price increase, prices would be increased by a factor of 8.7 times the per gallon increase for Flexmix, Duramix and a factor of 3.3 times the per gallon increase for Kovermix. The prices quoted will apply on all shipments purchaser will accept and Uvalde Rock Asphalt Company is able to deliver to the carrier within 30 days of the price increase. Conversely, if the price of flux oil is decreased, unshipped quantities will be invoiced at such lower prices based on the same formula.

**TERMS: Less 10¢ per ton discount 30 days, net 31 days.

Purchaser agrees to pay in San Antonio, Bexar County, Texas, all amounts due for shipments made on this order within 31 days from date of invoice, past due amounts to bear interest at the rate of 8% per annum from due date until paid.

....., 19.....

Accepted, and constituting a contract, subject to award.

.....

By.....

Title.....

Yours truly,

UVALDE ROCK ASPHALT COMPANY

By .....

Countersigned:

By.....

Vice President

cc: jlt
bc
file

BID FORM

FOR: FORT BEND COUNTY

December 15, 1980 9:00 AM

ROAD MATERIALS

THE UNDERSIGNED BIDDER will provide the following type of materials at the prices quoted below.

PLEASE SUBMIT ALL FORMS IN DUPLICATE
PLEASE SEE NOTES ON LAST PAGE!

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

ITEM #1

AC-5.- Please give complete specifications: All Asphalts, Item #1 thru #8 meets Texas Highway Dept. Specifications, copy attached.

Bid price per gal. $0.555 FOB South Houston Plan

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

ITEM #2

AC-10 - Please give complete specifications:

Bid price per gal. $0.545 FOB South Houston Plant

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

ITEM #3

AC-20 - Please give complete specifications:

Bid price per gal. $0.545 FOB South Houston Plant

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

ITEM #4

MC-30 - Please give complete specifications:

Bid price per gal. $0.86 FOB South Houston Plant

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

ITEM #5

MC-800 - Please give complete specifications:

Bid price per gal. $0.79 FOB South Houston Plant

ITEM #6

, RC-2 - Please give complete specifications: _____

Bid price per gal. $0.93 FOB South Houston Plant

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

ITEM #7

EMULSIONS EA-11M - Please give complete specifications: _____

Bid price per gal. $0.62 FOB South Houston Plant

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

ITEM #8

EMULSIONS CRS-2 - Please give complete specifications: _____

Bid price per gal. $0.62 FOB South Houston Plant

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

ITEM #9

Please list other types of oil used in construction of roads. Include specifications and cost per gal.: _____

NOTES: 1) Prices are full loads of 5,000 gals. Less than 5,000 gals. add 10¢/gal.; less than 1,500 gals., add 15¢/gal.

2) Prices are subject to change; price on date of delivery will apply. Any price increases will be substantiated by documentation of our increased costs for raw materials to manufacture asphalt.

3) Freight will be added as a separate item; average freight to Ft. Bend County is approximately 2¢-2 1/2¢ per gal., plus fuel adjustment charge of $6.64 per load.

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Firm GULF STATES ASPHALT CO., INC. By Gene Killian

Address 601 Jefferson, Suite 535
Houston, Texas 77002

Gene Killian
Mgr./Paving Sales

Phone 713/651-1507

Date December 12, 1980

14 RE: ACCEPT BID OF CONROE CREOSOTING COMPANY FOR BRIDGE MATERIAL:

On Motion of Commissioner Johnnie Pustka, seconded by Commioner Tony Jebbia, and duly passed, the court accepted the bid of Conroe Creosoting Company for Bridge Material for Fort Bend County, as follows:

FOR: FORT BEND COUNTY

BID TABULATION

BRIDGE MATERIAL

MONDAY, DECEMBER 15, 1980 - 9:00 A.M.

FIRM	CONROE CREOSOTING COMPANY P. O. BOX 9 CONROE, TEXAS 77301	
SOUTHERN YELLOW PINE BRIDGE PILING 8" TOP	UNIT PRICE PER FT. ON PILING 1000 bf on Lumber	ADDITIONAL INFORMATION
50 ft. piling 12" Butt 12# Creo.	$189.90 Each	The 35', 40', 45', and 50' piling will be Southern Yellow Pine with Minimum 12" butts, pressure treated to 12# retention per cubic foot with creosote. The 30' and shorter piling will be Southern Yellow Pine with minimum 8" tops, pressure treated to 8# retention per cubic foot with creosote. All 10" and larger timbers will be Southern Yellow Pine, No. 2 & Better, rough cut, and treated to 12# retention per cubic foot with creosote. All 4" x 12" and smaller timbers will be Southern Yellow Pine, No. 2 & Better, dressed on one side and one edge full size (SISLE) and will be treated to 8# retention per cubic foot with creosote. The 4" x 4"'s, 2" x 6"'s, and 2" x 4"'s, will be No. 2 & Better, S4S, and treated to 8# retention per cubic foot with Penta.
45 ft. piling 12" Butt 12# Creo.	164.63 "	
40 ft. piling 12" Butt 12# Creo.	143.52 "	
35 ft. Piling 12" Butt 12# Creo.	123.75 "	
30 ft. piling 8" TOP 8# Creo.	92.22 "	
25 ft. piling 8" TOP 8# Creo.	64.93 "	
20 ft. piling 8" TOP 8# Creo.	48.81 "	
18 ft. piling 8" TOP 8# Creo.	40.94 "	
16 ft. piling 8" TOP 8# Creo.	33.06 "	
14 ft. piling 8" TOP 8# Creo.	30.43 "	
12 ft. piling 8" TOP 8# Creo.	25.88 "	

FOR: FORT BEND COUNTY

BID TABULATION

MONDAY, DECEMBER 15, 1980 - 9:00 A.M.

BRIDGE MATERIAL

FIRM	CONROE CREOSOTING COMPANY P.O. Box 9 CONROE, TEXAS 77301
NO. 2 OR BETTER SOUTHERN YELLOW PINE ROUGH BRIDGE TIMBER 12# CREOSOTE	UNIT PRICE
8" x 8" - 16 ft.	$572.00 MBM
8" x 10" - 16 ft.	617.00 "
10" x 10" - 14 ft.	617.00 "
10" x 10" - 16 ft.	617.00 "
10" x 12" - 14 ft.	647.00 "
10" x 12" - 16 ft.	647.00 "
10" x 12" - 24 ft.	797.00 "
12" x 12" - 20 ft.	672.00 "
12" x 12" - 24 ft.	797.00 "
12" x 12" - 28 ft.	847.00 "

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FOR: FORT BEND COUNTY

BID TABULATION

MONDAY, DECEMBER 15, 1980 - 9:00 A.M.

BRIDGE MATERIAL

FIRM	CONROE CREOSOTING COMPANY P. O. BOX 9 CONROE, TEXAS 77301
NO. 2 OR BETTER SOUTHERN YELLOW PINE SISLE BRIDGE TIMBER 8# CREOSOTE	UNIT PRICE
4" x 12" - 14 ft.	613.00 MBM
4" x 12" - 16 ft.	613.00 "
4" x 12" - 18 ft.	638.00 "
2" x 8" - 12 ft.	543.00 "
2" x 8" - 14 ft.	523.00 "
2" x 8" - 16 ft.	528.00 "
2" x 8" - 24 ft.	713.00 "
3" x 8" - 12 ft.	523.00 "
3" x 8" - 14 ft.	523.00 "
3" x 8" - 16 ft.	523.00 "
3" x 8" - 18 ft.	568.00 "
3" x 8" - 20 ft.	568.00 "
3" x 8" - 24 ft.	693.00 "

537

14

FOR: FORT BEND COUNTY

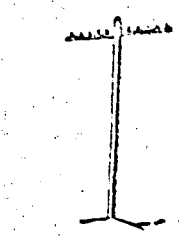
BID TABULATION

MONDAY, DECEMBER 15, 1980 - 9:00 A.M.

BRIDGE MATERIAL

FIRM	CONROE CREOSOTING COMPANY P. O. BOX 9 CONROE, TEXAS 77301
PENTA TREATED MATERIALS No. 2 or Better Southern Yellow Pine	UNIT PRICE
4" x 4" - 12 ft.	537.00 MBM
2" x 6"--16 ft.	583.00 MBM
2" x 6" - 20 ft.	643.00 "
2" x 6" - 12 ft.	538.00 "
2" x 4" - 12 ft.	473.00 "
2" x 4" - 16 ft.	513.00 "
2" x 4" - 18 ft.	531.00 "
2" x 4" - 20 ft.	513.00 "
6½ ft. posts - 3½" TOP	2.39 each
8 ft. posts - 6" TOP	7.43 "
8 ft. posts - 7" TOP	10.33 "

538



PHONE PL 6-4484

CONROE CREOSOTING CO.

BLACK DIAMOND CONROE CREOSOTED MATERIALS

PHONE PL 6-4484 CONROE, TEXAS 77301

POLES
CROSS ARMS
PILING
TIMBERS
POSTS
TIES

December 11, 1980

P. O. BOX 9

Honorable Commissioner's Court
Fort Bend County
Richmond, Texas

Gentlemen:

We enclose herewith our bid for bridge material delivered to Fort Bend County. With the installation of our merchandiser we are able to produce round stock more economically and at a faster rate, therefore, we have been able to hold the line on prices of this stock.

Also, we are very pleased that we can offer the same prices on lumber and timbers that we did six months ago with the exception of two or three items. We have had to increase prices on these few items because of increases in white cost and preservative.

We are pleased to be a supplier of Fort Bend County and appreciate your consideration of our bid.

Very truly yours,

CONROE CREOSOTING COMPANY

Elmer Weisinger

Elmer Weisinger
Sales Manager

EW:jg

Enc.

13

BID FORM

FOR: FORT BEND COUNTY

MONDAY, DECEMBER 15, 1980-5:00 A.M.

BRIDGE MATERIAL

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.

****

SOUTHERM YELLOW PINE BRIDGE PILING 8" TOP

Material Description	Unit Price Per Foot on Piling: 1000 bf on Lumber
50 ft. piling 12" Butt 12# Creo.	189.90 EACH
45 ft. piling 12" Butt 12# Creo.	164.63 "
40 ft. piling 12" Butt 12# Creo.	143.52 "
35 ft. piling 12" Butt 12# Creo.	123.75 "
30 ft. piling 8" TOP 8# Creo.	92.22 "
25 ft. piling 8" TOP 8# Creo.	64.93 "
20 ft. piling 8" TOP 8# Creo.	48.81 "
18 ft. piling 8" TOP 8# Creo.	40.94 "
16 ft. piling 8" TOP 8# Creo.	33.06 "
14 ft. piling 8" TOP 8# Creo.	30.43 "
12 ft. piling 8" TOP 8# Creo.	25.88 "

13

****

NO. 2 OR BETTER SOUTHER YELLOW PINE ROUGH BRIDGE TIMBER 12# CREOSOTE

8" x 8" - 16 ft.	572.00 MBM
8" x 10" - 16 ft.	617.00 "
10" x 10" - 14 ft.	617.00 "
10" x 10" - 16 ft.	617.00 "
10" x 12" - 14 ft.	647.00 "
10" x 12" - 16 ft.	647.00 "
10" x 12" - 24 ft.	797.00 "
12" x 12" - 20 ft.	672.00 "
12" x 12" - 24 ft.	797.00 "
12" x 12" - 28 ft.	847.00 "

****

NO. 2 OR BETTER SOUTHERN YELLOW PINE SISLE BRIDGE TIMBER 8# CREOSOTE

4" x 12" - 14 ft.	613.00 MBM
4" x 12" - 16 ft.	613.00 "
4" x 12" - 18 ft.	638.00 "
2" x 8" - 12 ft.	543.00 "
2" x 8" - 14 ft.	523.00 "
2" x 8" - 16 ft.	528.00 "
2" x 8" - 24 ft.	713.00 "
3" x 8" - 12 ft.	523.00 "
3" x 8" - 14 ft.	523.00 "
3" x 8" - 16 ft.	523.00 "
3" x 8" - 18 ft.	568.00 "

14

3" x 8" - 20 ft.	568.00 MBM
3" x 8" - 24 ft.	693.00 "

****

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
4" x 4" - 12 ft.	573.00 MBM
2" x 6" - 16 ft.	583.00 "
2" x 6" - 20 ft.	643.00 "
2" x 6" - 12 ft.	538.00 "
2" x 4" - 12 ft.	473.00 "
2" x 4" - 16 ft.	513.00 "
2" x 4" - 18 ft.	531.00 "
2" x 4" - 20 ft.	513.00 "
6½ ft. posts - 3½" TOP	2.39 Each
8 ft. posts - 6" TOP	7.43 "
8 ft. posts - 7" TOP	10.33 "

****

13

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, 40', 45', and 50' piling will be Southern Yellow Pine with minimum 12" butts, pressure treated to 12# retention per cubic foot with creosote. The 30' and shorter piling will be Southern Yellow Pine with minimum 8" tops, pressure treated to 8# retention per cubic foot with creosote. All 10" and larger timbers will be Southern Yellow Pine, No. 2 & Better, rough cut, and treated to 12# retention per cubic foot with creosote. All 4" x 12" and smaller timbers will be Southern Yellow Pine, No. 2 & Better, dressed on one side and one edge full size (S1S1E) and will be treated to 8# retention per cubic foot with creosote. The 4" x 4"'s, 2" x 6"s, and 2" x 4"s, will be No. 2 & Better, S4S, and treated to 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

BY [signature]

ADDRESS P. O. BOX 9 CONROE, TEXAS 77301

PHONE AC 713 539-2245

DATE December 11, 1980

15 RE: ACCEPT ALL LOW BIDS ON WEED AND BRUSH CONTROL MATERIALS:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court accepted all low bids on Weed and Brush control Materials for Fort Bend County, as follows:

BID TABULATION

FOR: FORT BEND COUNTY — MONDAY, DECEMBER 15, 1980 - 9:00 A.M.

WEED AND BRUSH CONTROL MATERIALS

FIRM	BANVEL HERBICIDE	BID PER GAL.	BANVEL 720 HERBICIDE	BID PER GAL.	HYVAR-X OR EQUAL	BID PER LB.	DED-WEED 40 AMINE SALT	BID PER GAL.
South Coast Enterprise P.O. Box 35216 Houston, Texas 723-7452	Banvel 4 W.S.	38.90/gal.	Banvel 720	16.65	Hyvar-X	8.05	4# 2,4D Amine-55 gal.	8.80
Chem Tac, Inc. P.O. Drawer A Fredericksburg, Texas 78624	NO BID		NO BID		Hyvar-X	7.60	4# 2, 4D Amine	8.05
Redwood Chemicals 1215 Jackson Houston, Texas 77003 658-0231	NO BID		NO BID		NO BID		NO BID	
Van Waters & Rogers 1499 N. Post Oak Rd. Houston, Tex. 77055	5-Gallon Container 30-Gallon Container	37.72 37.10	5-Gallon Container 30-Gallon Container	16.75 16.55	50 Lb. fibre drum 4 Lb. bags (12 to carton)	7.50 7.60	Substitute: Rhone-Poulenc 2,4-D Amine #4 1-Gal. Container 5-Gal. Container	 10.84 9.30

Weed & Brush
Page 2

BID TABULATION

FIRM	MESAMATE 600 or EQUAL	BID PER GAL.	SPOT CONTROL	BID PER LB.	WEEDMASTER HERBICIDE	BID PER GAL.	MALATHION INSECTICIDE
South Coast Enterprise P.O. Box 35216 Houston, Texas	6# MSMA + Surf Namote 4# DSMA Liquid	14.55 7.25	Pramitol 5ps 50lb. bag Spike 5% granular 50lb. bag	82¢ lb. 1.72 lb.	1# Banvel + 3 lbs. 2, 4-D	16.95	91% Cythion - 55 gal - 25.95 Exxon HAH32 55 gal.- 3.75 50% Oil Soluble 54 gal. 22.75 Use rates - 2 1/2 gal + Exxon HAH32 - 2 1/3 gal to 96 gals diesel 4 gal. to 96 gal diesel
Chem Tac, Inc. P.O. Drawer A Fredricksburg, Texas	Mesamate 600	18.00	NO BID		NO BID		NO BID
Redwood Chemicals 1215 Jackson Houston, Texas 77003	NO BID		NO BID		NO BID		50% Malathion Oil-Soluble 55 gal. - 16.75 1 gal. - 18.00 5 gal. - 17.25
Van Waters & Rogers 1499 N. Post Oak Rd. Houston, Texas 77055	1-Gallon Container	13.70	Specification: Cooper Mark III 20 ml. Drencher	69.50 ea.	1-gal. Container 2½-gal. Container 30-gal. Container	17.60 16.40 16.00	Cythion-Malathion ULV Concentrate 54-gal Container 17.85

BID TABULATION

FIRM	BAYTEX LIQUID	BID PER GAL.	HYVAR-XL OR EQUAL	BID PER GAL.	VELPAR-L OR EQUAL	BID PER GAL.	ROUNDUP HERBICIDE	BID PER GAL.
South Coast Enterprise P.O. Box 35216 Houston, Texas	NO BID		Hyver XL	23.90 gal.	Velpar L	34.35	Roundup 5 gal.pail	62.45/gal.
Chem Tac, Inc. P.O. Drawer A Fredricksburg, Texas 78624	NO BID		Hyvar-XL	22.10	Velpar-L	32.55	NO BID	
Redwood Chemicals 1215 Jackson Houston, Texas 77003	Oil - Soluble	540.00/5-gal.	NO BID		NO BID		NO BID	
Van Waters & Rogers 1499 N. Post Oak Rd. Houston, Texas 77055	NO BID		1-gal. 5-gal.	22.35 22.00	1-gal. 5-gal.	33.70 33.25	1-gal.	67.25

BID FORM

FOR: FORT BEND COUNTY

MONDAY, DECEMBER 15, 1980-9:00 A.M.

WEED AND BRUSH CONTROL MATERIALS

PLEASE SUBMIT ALL FORMS IN DUPLICATE

THE UNDERSIGNED BIDDER WILL PROVIDE THE FOLLOWING TYPES OF MATERIALS AT THE PRICE QUOTED BELOW:

PLEASE GIVE COMPLETE SPECIFICATIONS ON ALL MATERIALS 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.

EACH ITEM WILL BE CONSIDERED SEPARATELY AND BEST COMBINED BID DETERMINED.

****

1. BANVEL 4 - W.S. HERBICIDE: Manufactured by Velsicol Chemical Corp. or equal.
   Give complete specifications:

   Banvel 4 W.S

   DELIVERY DATE 10 days of order

   BID PER GALLON (1,000 gal.) $38.90 gal

13

****

2. BANVEL - 720 HERBICIDE: Manufactured by Velsicol Chemical Corp. or equal.
   Give complete specifications:

   Banvel 720

   DELIVERY DATE 10 Days of order

   BID PER GALLON $16.65 gal

****

3. HYVAR-X OR EQUAL:

   Give Complete Specifications:

   Hyvar X

   DELIVERY DATE 10 Days of order

   BID PER POUND $8.05

****

4. DED-WEED 40 AMINE SALT (NON VOLATILE) #4 -2, 4 - D per gal. or equal.
   Give Complete Specifications:

15

4# 2,4-D Amine - 55 gal. drum

DELIVERY DATE 10 days of order

BID PER GAL. (550gal.) $8.80 gal

****

5. MESAMATE 600 or equal.

Give Complete Specifications:

Mesamate 600 6# MSMA + Surf $14.55 gal

Namate 4# DSMA liquid $7.25 gal

Note! Severe shortage of organic arsenical crude

DELIVERY DATE Delivery in late March or April

BID PER GAL. (500 gal.)

****

13

6. SPOT CONTROL FOR TOTAL VEGETATION (minimum leaching - pellet formation)

Give Complete Specifications

Pramitol 5 PS - 50 lb. bag - 82¢ lb granular.

Spike 5% granular - 50 lb. bag - $1.72 lb

DELIVERY DATE 10 days of order

BID PER POUND

****

7. WEEDMASTER HERBICIDE 1# BANVEL + 3 lbs. 2, 4-D

Give Complete Specifications:

Weedmaster as above

DELIVERY DATE 10 days of order

BID PER GAL. $16.95 gal

****

8. MALATHION INSECTICIDE for use with thermal fogging equipment

Give Complete Specifications:

(1) 91% Cythion (technical malathion) - 55 gal drum - $25.95 gal

(1A) Epron HAN32 Solvent for cythion - 55 gal drum - $3.75 gal

(2) 50% oil soluble Malathion - 54 gal drum - $22.75 gal

Use Ratio (1) 2½ gal + (1A) 2⅓ gal to 96 gal diesel

(2) 4 gal to 96 gal diesel

BID PER GALLON _____

****

9. BAYTEX LIQUID CONCENTRATE INSECTICIDE (93% active ingredients)
Give Complete Specification:

Not Available

DELIVERY DATE _____

BID PER GALLON _____

****

10. HYVAR -XL: Manufactured by Dupont or equal.
Give Complete Specifications:

Hyvar XL

13

DELIVERY DATE 10 Days of order

BID PER GALLON $23.90 gal

BID PER 5-GALLON _____

****

11. VELPAR - L: Manufactured by Dupont or equal.

Velpar L 1 gal

DELIVERY DATE 10 Days of order

BID PER GALLON $34.35 gal

BID PER 5-GALLON _____

****

12. ROUNDUP HERBICIDE: Manufactured by Monsanto Co. or equal.
Give Complete Specifications:

Roundup 5 gal. pails

DELIVERY DATE 10 Days of order

BID PER GALLON $16.245 gal

****

FORT BEND COUNTY reserves the right or reject any all and bids and to waive all technicalities.

15

FIRM Southern Coast Enterprises

BY [signature]

ADDRESS P.O. Box 35216

PHONE 723-7452 or 665-6483

WEED AND BRUSH CONTROL MATERIALS

PLEASE SUBMIT ALL FORMS IN DUPLICATE

THE UNDERSIGNED BIDDER WILL PROVIDE THE FOLLOWING TYPES OF MATERIALS AT THE PRICE QUOTED BELOW:

PLEASE GIVE COMPLETE SPECIFICATIONS ON ALL MATERIALS 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.

EACH ITEM WILL BE CONSIDERED SEPARATELY AND BEST COMBINED BID DETERMINED.

1. BANVEL 4 - W.S. HERBICIDE: Manufactured by Velsicol Chemical Corp. or equal. Give complete specifications:

NO BID

DELIVERY DATE

BID PER GALLON (1,000 gal.)

2. BANVEL - 720 HERBICIDE: Manufactured by Velsicol Chemical Corp. or equal. Give complete specifications:

NO BID

DELIVERY DATE

BID PER GALLON

3. HYVAR-X OR EQUAL:

Give Complete Specifications:

DELIVERY DATE 21 Days

BID PER POUND $7.60 /lb.

4. DED-WEED 40 AMINE SALT (NON VOLATILE) #4 -2, 4 - D per gal. or equal. Give Complete Specifications:

15

LF

DELIVERY DATE 21 DAYS

BID PER CAL. (550gal.) $8.05 / gal.

5. MESAMITE 600 or equal.
Give Complete Specifications:

DELIVERY DATE 90 Days

BID PER CAL. (500 gal.) 10.00 /gal. 13

6. SPOT CONTROL FOR TOTAL VEGETATION (minimum leaching - pellet formation)
Give Complete Specifications

NO BID

DELIVERY DATE

BID PER POUND

7. WEEDMASTER HERBICIDE IN BARREL + 3 lbs. 2, 4-D
Give Complete Specifications:

NO BID

DELIVERY DATE

BID PER CAL.

8. MALATHION INSECTICIDE for use with thermal fogging equipment
Give Complete Specifications:

NO BID

15

9. BAYTEX LIQUID CONCENTRATE INSECTICIDE (93% active ingredients)
Give Complete Specification:

NO BID

DELIVERY DATE _____

BID PER GALLON _____

10. HYVAR -XL: Manufactured by Dupont or equal.
Give Complete Specifications:

DELIVERY DATE 21 Days

BID PER GALLON 22.10 /gal.

BID PER 5-GALLON _____

11. VELPAR - L: Manufactured by Dupont or equal.

DELIVERY DATE 21 Days

BID PER GALLON 32.55 /gal.

BID PER 5-GALLON _____

12. ROUNDUP HERBICIDE: Manufactured by Monsanto Co. or equal.
Give Complete Specifications:

no bid

DELIVERY DATE _____

BID PER GALLON _____

FIRM CHEM TAC, INC.

BY James Welgehausen

ADDRESS Hwy. 87 North, P. O. Drawer A, Fredericksburg, Texas 78624

PHONE 512/

13

15

BID FORM

FOR: FORT BEND COUNTY MONDAY, DECEMBER 15, [illegible]

WEED AND BRUSH CONTROL MATERIALS

PLEASE SUBMIT ALL FORMS IN DUPLICATE

THE UNDERSIGNED BIDDER WILL PROVIDE THE FOLLOWING TYPES OF MATERIALS AT THE PRICE QUOTED BELOW:

PLEASE GIVE COMPLETE SPECIFICATIONS ON ALL MATERIALS 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.

EACH ITEM WILL BE CONSIDERED SEPARATELY AND BEST COMBINED BID DETERMINED.

1. BANVEL 4 - W.S. HERBICIDE: Manufactured by Velsicol Chemical Corp. or equal.
   Give complete specifications:

   NO BID

   DELIVERY DATE _____

   BID PER GALLON (1,000 gal.) _____

2. BANVEL - 720 HERBICIDE: Manufactured by Velsicol Chemical Corp. or equal.
   Give complete specifications:

   NO BID

   DELIVERY DATE _____

   BID PER GALLON _____

3. HYVAR-X OR EQUAL:
   Give Complete Specifications:

   NO BID

   DELIVERY DATE _____

   BID PER POUND _____

4. [illegible]-WEED 40 AMINE SALT (NON VOLATILE) #4 -2, 4 - D per gal. or equal.
   Give Complete Specifications:

   NO BID

13

DELIVERY DATE _____

BID PER CAL. (550gal.) _____

5. MESAMATE 600 or equal.

Give Complete Specifications:

NO BID

DELIVERY DATE _____

BID PER CAL. (500 gal.) _____

13

6. SPOT CONTROL FOR TOTAL VEGETATION (minimum leaching - pellet formation)
Give Complete Specifications

NO BID

DELIVERY DATE _____

BID PER POUND _____

7. WEEDMASTER HERBICIDE 1# BARREL + 3 lbs. 2, 4-D
Give Complete Specifications:

NO BID

DELIVERY DATE _____

BID PER GAL. _____

8. MALATHION INSECTICIDE for use with thermal fogging equipment
Give Complete Specifications:

50% Malathion Oil - soluble

DELIVERY DATE 7 days after order

BID PER 55-GAL. $[illegible] GAL.
BID PER GALLON [illegible]
BID PER 5-GAL. [illegible]

9. BAYTEX LIQUID CONCENTRATE INSECTICIDE (93% active ingredients)
Give Complete Specification:

Oil -Soluble

DELIVERY DATE 7 days after order

BID PER GALLON $40.00/5-gal. can

10. HYVAR -XL: Manufactured by Dupont or equal.
Give Complete Specifications:

DELIVERY DATE

BID PER GALLON

BID PER 5-GALLON

11. VELPAR - L: Manufactured by Dupont or equal.

DELIVERY DATE

BID PER GALLON

BID PER 5-GALLON

12. [illegible] HERBICIDE: Manufactured by Monsanto Co. or equal.
Give Complete Specifications:

DELIVERY DATE

BID PER GALLON

FORT BEND COUNTY reserves the right to reject any all and bids and to waive all technicalities.

15

FIRM REDWOOD CHEMICALS

BY Charlie Byrd

ADDRESS 1215 Jackson, E Houston, Texas 77003

PHONE 658-0231

Van Waters & Rogers
division of Univar

1499 N. POST OAK ROAD NO. 119
HOUSTON, TX 77055
PHONE [713] 663-8371

December 15, 1980

13

Item I Banvel 4-W.S.
Quantity: 1000 Gallons

1. 5-gallon Container $37.72 gallon
2. 30-gallon Container $37.10 gallon

Item II Banvel 720
Quantity: None Indicated

1. 5-gallon Container $16.75 gallon
2. 30-gallon Container $16.55 gallon

Item III Hyvar X
Quantity: None Indicated

1. 50 Pound fibre drum $7.50 pound
2. 4 Pound bags (12 to carton) $7.60 pound

Item IV Ded-Weed 40 Amine Salt
Substitute: Rhone-Poulenc 2,4-D Amine #4
Quantity: 550 Gallons

1. 1-gallon Container $10.84 gallon
2. 5-gallon Container $9.30 gallon

Item V Mesamate 600
Quantity: 500 Gallons

1. 1-gallon Container $13.70 gallon*

Item VI Spot-Gun for Weed Control
Quantity: None Indicated
Specification: Cooper Mark III 20 ml. Drencher

1. Each $69.50 each

15

Van Waters & Rogers
division of Univar

1499 N. POST OAK ROAD NO. 119
HOUSTON, TX 77055
PHONE [713] 683-8371

Quotations for Commissioners' Court of Fort Bend County
Continued

Item VII Weedmaster Herbicide
Quantity: None Indicated

1.	1-gallon Container	$17.60 Gallon
2.	2½-gallon Container	$16.40 Gallon
3.	30-gallon Container	$16.00 Gallon

Item VIII CYTHION- Malathion ULV Concentrate
Quantity: None Indicated

1.	54-gallon Container	$17.85 Gallon

Item IX Baytex Liquid Insecticide

NO BID

13

Item X Hyvar XL
Quantity: None Indicated

1.	1-gallon Container	$22.35 Gallon
2.	5-gallon Container	$22.00 Gallon

Item XI Velpar L
Quantity: None Indicated

1.	1-gallon Container	$33.70 Gallon
2.	5-gallon Container	$33.25 Gallon

Item XII Roundup Herbicide
Quantity: None Indicated

1.	1-gallon Container	$67.25 Gallon

SPECIAL NOTES

1. Product marked with asterisk (*) is subject to availability
2. All Quotes firm for 60 Days from date of Bid only
3. Delivery within 7 days of receipt of order

16 RE: ACCEPT BID OF GULF COAST PAPER COMPANY FOR CLEANING SUPPLIES AND PAPER GOODS FOR FORT BEND COUNTY:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court accepted the bid of Gulf Coast Paper Company for Cleaning supplies and paper goods for Fort Bend County, as follows:

BID TABULATION

FOR: FORT BEND COUNTY

MONDAY, JULY 7, 1980 - 9:00 A.M.

CLEANING SUPPLIES AND PAPER GOODS FOR FORT BEND COUNTY

FIRM	ITEM #1 Detergent	BID PRICE	ITEM #2 Bowl cleaner	BID PRICE	ITEM #3 Liquid scour.	BID PRICE	ITEM #4 Glass clean.	BID PRIC
ulf Coast Paper Co. 37 Commerce Ave ute, Texas 77531 -265-6140 or 265-2501	Johnson's Virex 6/1 gal./case	$10.40	Spartan MLD 24/32oz./case	$1.95	Comet Liquid 9/28 oz./case	1.85/ quart 16.65/ case	Spartan 4/gal. per ca.	$3.50

FOR: FORT BEND COUNTY

MONDAY, July 7, 1980 - 9:00 A.M.

CLEANING SUPPLIES AND PAPER GOODS FOR FORT BEND COUNTY

FIRM	ITEM #5 Wood	BID PRICE	ITEM #6 Hand soap	BID PRICE	ITEM #7 Floor strip.	BID PRICE	ITEM #8 Floor wax	BID PRICE
con't Gulf Coast Paper	Johnson's Shine-up 4/gal. per case	11.95	20% Coconut 6/gal. per case	3.95/gal.	Johnson's Step-Off 5's	4.95/gal.	Johnson's Easy Street 5's	8.25/gal.

FOR: FORT BEND COUNTY

MONDAY, JULY 7, 1980 - 9:00 A.M.

CLEANING SUPPLIES AND PAPER GOODS FOR FORT BEND COUNTY

FIRM	ITEM #9 Disinfect.	BID PRICE	ITEM # 10 Cross knit tow.	BID PRICE	ITEM # 11 Barrel liners	BID PRICE	ITEM # 12 Trash bags	BID PRICE
con't ulf Coast Paper Co.	Johnson's End Bac II	2.95/each	Fort Howard #202 Bleached towel #28 basis wt. 4400 per case	17.95	23 x 17 x 48 40 - 45 gals. Mobil 125 bags/ case	13.50	Mobil Chemical Packed 500 per case	11.95/case

FOR: FORT BEND COUNTY

BID TABULATION

Page 4

MONDAY, DECEMBER 15, 1980-9:00

CLEANING SUPPLIES AND PAPER GOODS FOR FORT BEND COUNTY

FIRM	ITEM # 13 Barrel Liners	BID PRICE	ITEM # 14 Toilet Tissue	BID PRICE	ITEM #	BID PRICE
Gulf Coast Paper Co.	16 x 1¼ x 37 Mobil Can Liner 20-30 ga. (250/case)	12.95	#198 Fort Howard 96 Rolls per case/500 2 Ply sheets per roll Facial Quality	26.50		

557

BID FORM

FOR: FORT BEND COUNTY

MONDAY, DECEMBER 15, 1980 - 9:00 A.M.

CLEANING SUPPLIES AND PAPER GOODS FOR FORT BEND COUNTY

PLEASE SUBMIT ALL FORMS IN DUPLICATE

THE UNDERSIGNED BIDDER will provide the following items at the price listed below. Bid price shall be effective for a period of six (6) months.

ITEM #1 Detergent with germ disinfecting action

Give complete specifications

Johnson's Virex- See Attached brochure

(6/1 gallons/case)

13

$10.40 Price per gal.

ITEM #2 Bowl Cleaner

Give complete specifications

Spartan MLD- See Attached brochure

(24/32 oz./case)

1.95 Price per qt.

ITEM # 3 Liquid scouring cleaner

Give complete specifications

Comet Liquid-See Attached brochure

(9/28 oz./case)

1.85/qt. Price per qt.

16.65/case

ITEM #4 General purpose glass cleaner

Give complete specifications

Spartan Glass Cleaner- See Attached brochure

(4/gallons/case)

$3.50 Price per gal.

ITEM #5 Wood - formica furniture polish

Give complete specifications

Johnson's Shine-up- gallons- See Attached brochure

(4/gallons/case)

$11.95 Price per gal.

ITEM #6 Liquid hand soap

Give complete specifications

20% Coconut Hand Soap

(6/gallons/case) Produced from the finest, pure stripped coconut oil fatty acids. Free from all irritating fractions. Superior lather and cleaning.

$3.95/ gal. Price per 5 gal. containers

ITEM #7 Floor stripper and cleaner

Give complete specifications

Johnson's Step-Off 5's- See Attached brochure

$4.95/ gal Price per 5 gal. containers

ITEM #8 Non-yellowing floor wax

Give complete specifications

Johnson's Easy Street 5's- See Attached brochure

8.25/ gal. Price per 5 gal. containers

ITEM #9 Disinfectant deodorant spray

Give complete specifications

Johnson's End Bac II- See Attached brochure

13

2.95/each Price per gal.

ITEM #10 Cross-knit towels for dispenser

Give complete specifications

Fort Howard #202- Bleached towel, 28# basis weight. Packed 4400 towels per case

$17.95 Price per case

ITEM #11 23 X 20 X 48 barrel liners (2 mil)

Give complete specifications

23 x 17 x 48- 40-45 gals.- Mobil 125 bags/case

13.50 Price per case

ITEM #12 15 X 9 X 24 trash bags

Give complete specifications

Mobil Chemical- Packed 500 per case

16

11.95 Price per case

ITEM #13 Barrel liners to fit 20 gal. trash cans (2 mil.)

Give complete specifications

16 x 14 x 37 Mobil Can Liner 20-30 gal. (250/case)

12.95 Price per case.

ITEM #14 2 ply toilet tissue

Give complete specifications

#198 Fort Howard (96 Rolls per case/500 2 ply sheets per roll) Facial quality.

13

26.50 Price per case

FORT BEND COUNTY reserves the right to reject any and all bids and waive all technicalities.

DELIVERY DATE Every 2 weeks

FIRM Gulf Coast Paper Co.

BY Donald Wade Donald Wade

ADDRESS 437 Commerce Ave., Clute, TX 77531

PHONE (713) 265-6140 or 265-2501

DATE 12-08-80

17

RE: ACCEPT BID OF BOSSIER-LEBLANC CHRYSLER PLYMOUTH OF ROSENBERG, TEXAS FOR 8 STANDARD SIZE CARS FOR SHERIFF'S DEPARTMENT WITH 8 USED CARS TO BE TRADED:
ACCEPT BID OF BOSSIER-LEBLANC CHRYSLER PLYMOUTH OF ROSENBERG, TEXAS FOR 3 MID-SIZE CARS FOR SHERIFF'S DEPARTMENT WITH 3 USED CARS TO BE TRADED:
ACCEPT BID OF JOE HUBENAK CHEVROLET OF ROSENBERG, TEXAS FOR 3 MID-SIZE CARS FOR SHERIFF'S DEPARTMENT WITH 3 USED CARS TO BE TRADED:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court accepted the following bids for 14 cars for the Sheriff's Dept. with 14 cars traded in.

1. Bid of Bossier-LeBlanc Chrysler Plymouth of Rosenberg, Texas for 8 new Standard-Size Cars with Police package in the amount of $7,689.20 plus $47.60 for Spot light and $27.20 for Vinyl Bench seat and $82.45 for Radio, making a total of $7846.45 for each car being a total of $62,771.60 for 8 cars less trade-in of 8 cars in the total of $6,289.00, making a net total of $56,482.60 for eight cars.

2. Bid of Bossier-LeBlanc Chrysler Plymouth of Rosenberg, Texas for 3 new Mid-size Cars in the amount of $6,889.35 plus $78.20 for Radio and $66.30 Tinted glass, making a total of $7,033.85 for each car, being a total of $21,101.55 for 3 cars less $2,020.00 trade-in, making a net total of $19,081.55 for three cars

3. Bid of Joe Hubenak Chevrolet of Rosenberg, Texas for 3 new Mid-size cars in the amount of $6,927.95 plus $28.90 Heavy-duty Radiator, $68.00 Temp. & oil pressure and $76.50 for Radio, making a total of $7,101.35 for each car, being $21,304.05 for three cars less $1,500.00 trade-in, making a net total of $19,804.05 for three cars.

Grand total of $95,368,20 for 14 cars for the Sheriff's Department

13

BID TABULATION

FOR: FORT BEND COUNTY

MONDAY, DECEMBER 15, 1980-9:00 A.M.

ONE OR MORE NEW STANDARD-SIZE CAR FOR FORT BEND COUNTY

FROM	MAKE & MODEL	CU. IN. DISPLAC.	WEIGHT	WHEELBASE	BID PER UNIT	OPTIONAL EQUIPMENT	DELIVERY DATE	TRADE-IN
benak Chev. 19 Ave H senberg, Tex.	Chevrolet Impala	350	3700	116.0	7,334.15	2-door - $95.00 Radio 76.50 Temperature and Oil pressures gauge 47.60 Heavy-Duty radiator 28.90 Spot light with landing beam on left side 80.75 POLICE PACKAGE: $8381.20 Increased gage of certain frame members-Engine valve train durability features-Greater capacity oil filter Firm feel steering gear and linkage 8.75 ring gear rear axle-large-bolt circle 15" x 7" wheels. Special police pursuite suspension includes front and rear stabilizer bars special springs& shocks larger radiator-special balanced drive shaft-special calibrated transmission and torque converted-special police speedometer with 2 mph increments 120 mph max: -.Heavy service front bench seat.	4 to 6 wks.	1976 Buick LeSabra SD-3-ECID 500.00 1976 Buick LeSabre SD-5-EW 500.00 1977 Chevrolet,Nova 500.00 1977 Plymouth Fury 500.00 1977 Mercury Cougar 500.00 1978 Ford L.T.D. SD-14-G 500.00 1978 Ford L.T.D SD-19-GP 500.00 1978 Ford L.T.D. SD-22-GP 500.00 1979 Ford L.T.D.II SD-10-HP 50.00 1979 Ford L.T.D.II SD-4-HP 500.00 1979 Ford L.T.D.II SD-7-HP 500.00 1979 Ford L.T.D.II SD-8-HP 500.00 1979 Ford L.T.D. SD-9-HP 500.00 1979 Ford L.T.D. SD-11-HP 500.00
BENAK	CHEVROLET Impala	305 V8 Engine	3700	116.0	7,324.65	2-door -95.20 Radio 76.50 Temp. & oil Pressure gauges 47.60 Heavy Duty Radiator 28.90 Spot light 60.75		

13

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BID TABULATION

FOR: FORT BEND COUNTY

MONDAY, DECEMBER 15, 1980-9:00 A.M.

ONE OR MORE NEW STANDARD-SIZE CAR FOR FORT BEND COUNTY

FIRM	MAKE & MODEL	CU. IN. DISPLAC.	WEIGHT	WHEELBASE	BID PER UNIT	OPTIONAL EQUIPMENT	DELIVERY DATE	TRADE-IN
Dub Miller Ford Rosenberg, Tx. Charles Meyer	1981 Ford LTD S	302	3623	114.3	7826.62	2-door 68.00 Radio Spot light 150.00 351V8 Police Pkg 368.69 POLICE PACKAGES: $8195.31	appox. 60 days	1976 Buick 500.00 1976 Buick SD-3-ECID 500.00 1977 Chev,Nova SD-5-EW 500.00 1977 Plymouth Fury 500.00 1977 Mercury Cougar 500.00 1978 Ford LTD 800.00 1978 Ford LTD SD-14-G 800.00 1978 Ford LTD SD-19-GP 800.00 1979 Ford LTD II SD-22-GP 100.00 1979 Ford LTD II SD-10-HP 800.00 1979 Ford LTD II SD-4-HP 800.00 1979 Ford LTD II SD-7-HP 700.00 1979 Ford LTD II SD-8-HP 800.00 1979 Ford LTD II SD-9-HP 800.00 1979 Ford LTD II SD-11-HP

INCLUDED IN FORD LTD POLICE PACKAGES:

- ALTERNATOR: 60 ampere – 4 ZL (255 CID)
  100-ampere — 5 BL (351 CID)
- AXLE RATIO: 3.08:1 — 4.2 liter
  3.08:1 — 5.8 liter (J 73 1 in Calif.)
  2.73:1 — 5.8 liter H.O.
- BATTERY, MAINTENANCE FREE 71 ampere hour, heavy-duty with heat shield
- BRAKES, HEAVY DUTY POWER Front disc rear drum. Includes semi metallic heavy-duty front disc pads, and flared and grooved rear drums for good cooling. Designed to pass IACP Maximum Duty requirements
- COOLING PACKAGE, HEAVY-DUTY (with viscous fan)
- DECKLID RELEASE: Remote-control electric (release in glove box)
- EXHAUST SYSTEM Single; Dual with 5.8 liter (351 CID) High Output engine
- FRAME: HEAVY DUTY
- HALOGEN HEADLAMPS
- HUB CAPS Bright
- MAP LIGHT, DUAL BEAM
- PARKING BRAKE RELEASE, AUTOMATIC
- SEAT, HEAVY DUTY FRONT BENCH (optional split and flight bench not Heavy-Duty)
- SINGLE KEY LOCKING SYSTEM
- SPEEDOMETER 0 - 140 MPH calibrated in 2 MPH increments
- STEERING, POWER with forward-mounted oil cooler
- SUSPENSION, HEAVY-DUTY: Includes heavy-duty, high-rate front and rear springs, extra control 1¼ inch shock absorbers, heavy-duty front and rear police stabilizer bars, lower arm bushings, front upper arm bushings
- TIRES: GR70 x 15/85W Police Fabric Radials" with conventional spare
- TRANSMISSION, AUTOMATIC OVERDRIVE: With overdrive fourth gear, Ford's standard Automatic Overdrive Transmission. Improves highway fuel economy, cuts down wear. A unique Police Option eliminates manual selection of 1st gear with a PRND32 shift progression
- TRANSMISSION OIL COOLER Front mounted external
- WHEELS, Heavy duty 15 x 8 5 inch safety rims

5.8 LITER (351 CID) HIGH OUTPUT PACKAGE

The high Output Package includes a dual exhaust engine oil cooler and modified cam shafts to increase performance durability and top speed for Police intercept purposes (not available in California)

BID TABULATION

FOR: FORT BEND COUNTY

MONDAY, DECEMBER 15, 1980-9:00 A.M.

ONE OR MORE NEW STANDARD-SIZE CAR FOR FORT BEND COUNTY

FIRM	MAKE & MODEL	CU. IN. DISPLAC.	WEIGHT	WHEELBASE	BID PER UNIT	OPTIONAL EQUIPMENT	DELIVERY DATE	TRADE-IN
Joe Denton Buick 4820 Ave H Rosenberg, Tx	1981 Buick LeSabre 4-door	252	3646	115.9	7,984.19	2-door -76.50 less Radio (AM) 76.50 Heavy-duty radiator 27.20 Spot light 25.00 Tinted glass 73.95 Left hand remote outside chrome mirror 16.15 POLICE PACKAGE: 8293.59 COST $309.40 1. Universal Key 2. Heavy Duty Frame's Suspension System 3. Heavy Duty Alternator 4. Fast Ratio Power Steering 5. Conventional Spare 6. Heavy Duty Wheels 7. Police pursuit tires 8. Heavy Duty Battery 9. Calibrater Speedometer 10. Heavy Duty Cooling (eng. & trans.) 11. Heavy Duty Seat Buns 12. Rubber Floor mats (no carpet)	5 - 7 wks.	1976 Buick LeSabre 3-ECID 550.00 1976 Buick LeSabre 5-EW 500.00 1977 Chev,Nova 16-DCID 350.00 1977 Plymouth Fury 450.00 1977 Mercury Cougar 450.00 1978 Ford LTD 14G 400.00 1978 Ford LTD 19GP 450.00 1978 Ford LTD 22GP 650.00 1979 Ford LTD 10HP 50.00 1979 Ford LTD 4HP 550.00 1979 Ford LTD 7HP 650.00 1979 Ford LTD 8HP 500.00 1979 Ford LTD 9HP 650.00 1979 Ford LTD 11HP 650.00

BID TABULATION

FOR: FORT BEND COUNTY

MONDAY, DECEMBER 15, 1980-9:00 A.M.

ONE OR MORE NEW STANDARD-SIZE CAR FOR FORT BEND COUNTY

ITEM	MAKE & MODEL	CU. IN. DISPLAC.	WEIGHT	WHEELBASE	BID PER UNIT	OPTIONAL EQUIPMENT	DELIVERY DATE	TRADE-IN	
Bossier-LeBlanc Chrysler Plymouth P.O. Box 1387 Rosenberg, Tx.	1981 Plymouth Fury	225	3595	118.5	$7,053.40	Radio 82.45 Spot Light 47.60 Floor mats 16.15 Vinyl bench seat 27.20 dome lamp 15.30 POLICE PACKAGE $7,689.20 318 - H.D. V-8 Police 165hp. 23 hwy, 18 overall	60-90 days	1976 Buick LeSabre 3-ECID 1976 Buick LeSabre 5-EW 1977 Chev, Nova 16-OCID 1977 Plymouth Fury 1977 Mercury Cougar 1978 Ford LTD 14G 1978 Ford LTD 19GP 1978 Ford LTD 22GP 1979 Ford LTD 10HP 1979 Ford LTD 4HP 1979 Ford LTD 7HP 1979 Ford LTD 8HP 1979 Ford LTD 9HP 1979 Ford LTD 11HP	353.00 454.00 606.00 606.00 505.00 808.00 808.00 707.00 51.00 808.00 1,002.00 909.00 1,002.00 1,002.00

$7689.20
47.60 Spot Light
27.20 Vinyl bench seat
82.45 Radio
$7764.00
7846.45

8 cars for Sheriff's Dept.
These 8 used cars to be traded in for the 8 new ones.

BID TABULATION

FOR: FORT BEND COUNTY

MONDAY, DECEMBER 15, 1980-9:00 A.M.

ONE OR MORE NEW ~~MID~~ STANDARD-SIZE CARS FOR FORT BEND COUNTY

[illegible]	MAKE & MODEL	CU. IN. DISPLAC.	WEIGHT	WHEELBASE	BID PER UNIT	OPTIONAL EQUIPMENT	DELIVERY DATE	TRADE-IN
shcraft Lincoln ercury 101 Ave H osenberg, Texas	1981 Mercury Marquis 4-door Sedans	351	3682	114.3	8,168.45	POLICE PACKAGES: Engine Automatic Overdrive Trans. Auxiliary Trans. oil Cooler 100 AMP Alternator on 5.8 liter & 5.8L H.O. Engines and 60 AMP Alternator on 4.2 Liter Engine 71 AMP heavy duty battery Front disc Brakes - Semi metallic Heavy Duty Suspension Calibrated Speedometer Maximum Cooling package W/coolant recovery Power Decklid Release Power Steering with oil cooler Single Key locking system Dual beam Dome/Map Light H.D. Wheels 15 x 6.5 GR70x15 BSW Non-steel Police radial tires Battery Compartment Shield Heavy Duty Frame Rear Axle Ratios(3.08 ratio with 4.2L & 5.8LEngines and 2.73 ratio with 5.8L High out put engine) Interior trim - coloth & vinyl or all vinyl First Gear lockout Engine fuel return lines on 5.8 liter and 5.8L High outut engine	30 days min.	Bid all cars in Package Total = 7,350.00

17

[illegible]

[illegible] OF MORE NEW STANDARD-SIZE CAR FOR
FORT BEND COUNTY

PLEASE COMPLETE AND RETURN ALL FORMS IN DUPLICATE
PLEASE NOTE IN SOME PLACES A MINIMUM IS GIVEN

1. MAKE AND MODEL (must be new) Chevrolet Impala
2. ENGINE HORSEPOWER
3. ARRANGEMENT AND NO. OF CYLINDERS V8
4. CU. IN. DISPLACEMENT (Min. approx 225) 350
5. TIRE SIZE P225/70R-15
6. WEIGHT (Min. approx 3000 lbs) 3700
7. TYPE TRANSMISSION (give complete information) Automatic
8. AIR-CONDITIONER REQUIRED (complete information) Four Season
9. WHEELBASE (min. approx 110 in) 116.0
10. EPA MILEAGE ESTIMATE RATINGS 16 - 23
11. THE FOLLOWING IS REQUIRED: 4-door, windshield washer and wipers, heater, power steering, power disc. brakes, foam rubber front seat.
    (A) DOES THIS BID INCLUDE ALL OF THE ABOVE EQUIPMENT? YES
    (B) IF NOT, WHAT IS NOT INCLUDED?

13

12. OTHER INFORMATION AND SPECIFICATIONS:

13. BID PER UNIT [illegible] complete and ready to operate $7334.15

14. OPTIONAL EQUIPMENT AVAILABLE

	COST
(1) 2-door	-95.20
(2) Radio	76.50
(3) Temperature and oil pressure gauges	47.60
(4) [illegible]	28.90
(5) [illegible]	80.75
[illegible] INCLUDED IN #(3) Above	
[illegible]	
[illegible]	
[illegible]	

15. POLICE PACKAGE

Give complete specifications below or on separate page.

Increased gage of certain frame members - Engine valve train Durability features - Greater Capacity oil filter - Firm feel Steering Gear and linkage: 8.75 ring gear rear axle - Large-bolt circle 15"x7" wheels Special police pursuit suspension includes front and rear stabilizer bars special springs & shocks Larger Radiator - Special balanced Drive shaft - Special Calibrated Transmission and Torque converter Special Police Speedometer with 2 mph increments 120 mph max. - Heavy Service Front Bench Se[illegible]

17

16. BID FOR UNIT WITH POLICE PACKAGE
(Complete and ready to operate) 8381.20

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 new unit is accepted and delivered to Fort Bend County. Only one used unit will be traded in for each unit.

Year - Make	Mileage on 11/19/80	Bid Price
1. 1976 Buick LeSabre, SD-3-ECID	107,300	$500.00/xx
2. 1976 Buick LeSabre, SD-5-EW	108,200	500.00/xx
3. 1977 Chevrolet, Nova, SD-16-DCID	77,277	500.00/xx
4. 1977 Plymouth Fury, SD-1-FCID	93,723	500.00/xx
5. 1977 Mercury Cougar, SD-10-FCID	101,000	500.00/xx
6. 1978 Ford L.T.D., SD-14-G	105,593	500.00/xx
7. 1978 Ford L.T.D., SD-19-GP	150,000	500.00/xx
8. 1978 Ford L.T.D., SD-23-GP	108,400	500.00/xx
9. 1979 Ford L.T.D. II, SD-10-HP	71,132	50.00/xx
10. 1979 Ford L.T.D. II, SD-4-HP	99,364	500.00/xx
11. 1979 Ford L.T.D. II, SD-7-HP	100,095	500.00/xx
12. 1979 Ford L.T.D. II, SD-8-HP	113,680	500.00/xx
13. 1979 Ford L.T.D. II, SD-5-HP	105,617	500.00/xx
14. 1979 Ford L.T.D. II, SD-11-HP	105,777	500.00/xx

FORT BEND COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ALL TECHNICALITIES.

To Ship, Date 4 to 6 weeks

FIRM JOE Hubenak By Howard Beck

ADDRESS 3019 AVE H Rosenberg Texas

PHONE 342-4634 Date

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B I D FOR

FOR: FORT BEND COUNTY

[illegible]

ONE OR MORE NEW STANDARD-SIZE CAR FOR
FORT BEND COUNTY

PLEASE COMPLETE AND RETURN ALL FORMS IN DUPLICATE
PLEASE NOTE IN SOME PLACES A MINIMUM IS GIVEN

1. MAKE AND MODEL (must be new) — Chevrolet. Impala
2. ENGINE HORSEPOWER
3. ARRANGEMENT AND NO. OF CYLINDERS — V 8
4. CU. IN. DISPLACEMENT (Min. approx 305) — 305
5. TIRE SIZE — P225/70R15 Police Service
6. WEIGHT (Min. approx 3000 lbs) — 3700
7. TYPE TRANSMISSION (give complete information) — Automatic
8. AIR-CONDITIONER REQUIRED (complete information) — Four Season
9. WHEELBASE (min. approx 110 in) — 116.0
10. EPA MILEAGE ESTIMATE RATINGS — 16 – 23
11. THE FOLLOWING IS REQUIRED: 4-door, windshield washer and wipers, heater, power steering, power disc. brakes, foam rubber front seat.
    (A) DOES THIS BID INCLUDE ALL OF THE ABOVE EQUIPMENT? YES
    (B) IF NOT, WHAT IS NOT INCLUDED?
    Note: Bid is made on 305 V8 Eng.

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12. OTHER INFORMATION AND SPECIFICATIONS:

13. BID PER UNIT (complete and ready to operate) — $7324.65

14. OPTIONAL EQUIPMENT AVAILABLE

	COST
(1) 2-door	– 95.20
(2) Radio	76.50
(3) Temperature and oil pressures gauges	47.60
(4) Heavy-duty radiator	28.90
(5) Spot light with [illegible]	80.75
(6) Volt gear Comes with Temp & oil pressures gauges	
(7)	
(8)	
(9)	

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ONE OF (ONE NEW STANDARD-SIZE CAR FOR
FORT BEND COUNTY

PLEASE COMPLETE AND RETURN ALL FORMS IN DUPLICATE
PLEASE NOTE IN SOME PLACES A MINIMUM IS GIVEN

1. MAKE AND MODEL (must be new) — 1981 Ford LTD S
2. ENGINE HORSEPOWER — N/A
3. ARRANGEMENT AND NO. OF CYLINDERS — V8
4. CU. IN. DISPLACEMENT (Min. approx. ~~300~~) — 302 cid
5. TIRE SIZE — L20s/75R X14
6. WEIGHT (Min. approx 3000 lbs) — # 3623
7. TYPE TRANSMISSION (give complete information) — automatic overdrive
8. AIR-CONDITIONER REQUIRED (complete information) — Factory A/C
9. WHEELBASE (min. approx 110 in) — 114.3"
10. EPA MILEAGE ESTIMATE RATINGS — 16 city 25 Hwy
11. THE FOLLOWING IS REQUIRED: 4-door, windshield washer and wipers, heater, power steering, power disc. brakes, foam rubber front seat.
    (A) DOES THIS BID INCLUDE ALL OF THE ABOVE EQUIPMENT? — yes
    (B) IF NOT, WHAT IS NOT INCLUDED?

13

12. OTHER INFORMATION AND SPECIFICATIONS:

13. BID PER UNIT (complete and ready to operate) — 7826.62

14. OPTIONAL EQUIPMENT AVAILABLE

	COST
(1) 2-door	*68 cc
(2) Radio	Am Radio SEE Equip.
(3) Temperature and oil pressures gauges	N/A
(4) Heavy-duty radiator	N/A
(5) Spot light with landing bar on left side	150 cc
(6) Air filter	
(7) High output 351 V8 Police PKG.	368.69
(8)	
(9)	

15. POLICE PACKAGE
Give complete specifications below or on separate page.
See Attached Sheet

17

6. BID PER UNIT WITH POLICE PACKAGE
(Complete and ready to operate) $8195.31

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 new unit is accepted and delivered to Fort Bend County. Only one used unit will be traded in for each unit.

	Year - Make	Mileage on 11/19/80	Bid Price
1.	1976 Buick LeSabre, SD-3-ECID	107,300	500.00
2.	1976 Buick LeSabre, SD-5-EW	108,200	500.00
3.	1977 Chevrolet, Nova, SD-16-DCID	77,277	500.00
4.	1977 Plymouth Fury, SD-1-FCID	93,723	500.00
5.*	1977 Mercury Cougar, SD-10-FCID Burned wires - repaired as for C. S. Lyston	101,000	500.00
6.	1978 Ford L.T.D., SD-14-G	105,593	800.00
7.	1978 Ford L.T.D., SD-19-GP	150,000	800.00
8.	1978 Ford L.T.D., SD-22-GP	108,400	800.00
9.	1979 Ford L.T.D. II, SD-10-HP	71,132	100.00
10.	1979 Ford L.T.D. II, SD-4-HP	99,364	800.00
11.	1979 Ford L.T.D. II, SD-7-HP	100,095	800.00
12.	1979 Ford L.T.D. II, SD-8-HP	113,680	700.00
13.	1979 Ford L.T.D II, SD-9-HP	105,617	800.00
14.	1979 Ford L.T.D. II, SD-11-HP	105,777	800.00

FORT BEND COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ALL TECHNICALITIES.

Delivery Date Appx 60 days

FIRM Dub Miller Ford Inc BY Charles Meyer

ADDRESS Rosenberg

PHONE 342-5611 Date 12/10/80

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FORD LTD POLICE PACKAGES

Police packages and options are offered for law enforcement agencies on the LTD S 4-door and LTD 2- and 4-door Sedans. An automatic overdrive transmission is a major new standard feature with all Police Packages.

Both standard-duty organic and heavy-duty (semi-metallic) police brake linings are available on police cars to meet the varying requirements of different police fleets for fade resistance and other performance requirements. The standard-duty lining provides adequate fade resistance and lining life for less severe fleet applications. The heavy-duty semi-metallic front disc lining (standard with Ford LTD police packages) is provided for those customers who expect to use vehicles in high speed pursuit applications. This material meets the IACP certification requirements by providing superior fade resistance at the expense of increased noise and reduced lining life in most cases.

Due to the severity of police use, some occasional squeal and reduced lining life compared to non-commercial use are to be expected from both of the lining materials offered. Consequently, squeal and lining life complaints will not be honored as warranty adjustments on either lining material.

▲ 4.2 LITER (255 CID) POLICE PACKAGE

Derived from Ford's proven 5.0 liter V-8 engine, the Ford 4.2 liter (255 CID) Police Package is standard on the 2- and 4-door LTD Sedans. The 4.2 (255 CID) liter V-8 engine features free-turning valves, precision shell-molded crankshaft, plated copper-lead alloy main bearings and DuraSpark electronic ignition. It is designed for good low-end torque with high end performance.

5.8 LITER (351 CID) POLICE PACKAGE

The 5.8 liter (351 CID) Police Package is suited to a variety of duty assignments and features the 5.8 liter V-8 engine with DuraSpark electronic ignition. The engine provides V-8 performance, with good fuel economy.

5.8 LITER (351 CID) HIGH OUTPUT PACKAGE

The High Output Package includes a dual exhaust, engine oil cooler and modified cam shaft to increase performance, durability and top speed for Police intercept purposes (not available in California).

INCLUDED IN FORD LTD POLICE PACKAGES:

- ALTERNATOR: 60-ampere — 4.2L (255 CID)
  100-ampere — 5.8L (351 CID)
- AXLE RATIO: 3.08:1 — 4.2 liter
  3.08:1 — 5.8 liter (2.73:1 in Calif.)
  2.73:1 — 5.8 liter H.O.
- BATTERY, MAINTENANCE-FREE: 71-ampere-hour, heavy-duty with heat shield
- BRAKES, HEAVY-DUTY POWER: Front disc rear drum. Includes semi-metallic heavy-duty front disc pads, and flared and grooved rear drums for good cooling. Designed to pass IACP Maximum-Duty requirements
- COOLING PACKAGE, HEAVY-DUTY (with viscous fan)
- DECKLID RELEASE: Remote-control electric (release in glove box)
- EXHAUST SYSTEM: Single; Dual with 5.8 liter (351 CID) High Output engine
- FRAME, HEAVY-DUTY
- HALOGEN HEADLAMPS
- HUB CAPS: Bright
- MAP LIGHT, DUAL BEAM
- PARKING BRAKE RELEASE, AUTOMATIC
- SEAT, HEAVY-DUTY FRONT BENCH (optional split and flight bench not Heavy-Duty)
- SINGLE KEY LOCKING SYSTEM
- SPEEDOMETER: 0 - 140 MPH calibrated in 2 MPH increments
- STEERING, POWER: with forward-mounted oil cooler
- SUSPENSION, HEAVY-DUTY: Includes heavy-duty, highrate front and rear springs, extra-control 1¾ inch shock absorbers, heavy-duty front and rear police stabilizer bars, lower arm bushings, front upper arm bushings
- TIRES: GR70 x 15BSW "Police Fabric Radials" with convential spare
- TRANSMISSION, AUTOMATIC OVERDRIVE: With overdrive fourth gear, Ford's standard Automatic Overdrive Transmission improves highway fuel economy, cuts down wear. A unique Police Option eliminates manual selection of 1st gear with a PRND32 shift progression
- TRANSMISSION OIL COOLER: Front mounted external
- WHEELS: Heavy-duty 15 x 6.5-Inch safety rims

▲ New or Revised for 1981

17

BID FORM

FOR: FORT BEND COUNTY

MONDAY, DECEMBER 15, 1980 - 9:00 A.

ONE OR MORE NEW STANDARD-SIZE CAR FOR
FORT BEND COUNTY

PLEASE COMPLETE AND RETURN ALL FORMS IN DUPLICATE
PLEASE NOTE IN SOME PLACES A MINIMUM IS GIVEN

1. MAKE AND MODEL (must be new) — 1981 BUICK LESABRE 4 DOOR
2. ENGINE HORSEPOWER — 125 ~~@ ____~~
3. ARRANGEMENT AND NO. OF CYLINDERS — V-6 4
4. CU. IN. DISPLACEMENT (Min. approx 225) — 252 cu. in.
5. TIRE SIZE — P205/75R15 STEEL BELTED RADIAL BLACKWALL
6. WEIGHT (Min. approx 3000 lbs) — 3,646 lbs.
7. TYPE TRANSMISSION (give complete information) — AUTOMATIC 3 SPEED W/ OVERDRIVE.
8. AIR-CONDITIONER REQUIRED (complete information) — 4 SEASONS MANUAL AIR CONDITIONER
9. WHEELBASE (min. approx 110 in) — 115.9
10. EPA MILEAGE ESTIMATE RATINGS — EPA 18 mpg CITY; 29 HWY
11. THE FOLLOWING IS REQUIRED: 4-door, windshield washer and wipers, heater, power steering, power disc. brakes, foam rubber front seat.
    (A) DOES THIS BID INCLUDE ALL OF THE ABOVE EQUIPMENT? YES
    (B) IF NOT, WHAT IS NOT INCLUDED?

13

12. OTHER INFORMATION AND SPECIFICATIONS:

~~TINTED GLASS~~ ① WITH 3 SPEED AUTOMATIC TRANSMISSION W/ NO OVERDRIVE DEDUCT $130.05. FROM PRICE BELOW

THE ~~350~~ 307 V-8 ENGINE HAS NOT YET BEEN APPROVED WITH POLICE PACKAGE. WITHOUT POLICE PACKAGE ~~AND~~ TOTAL COST WITH 307 V-8 ENGINE IS $7954.44

13. BID PER UNIT (complete and ready to operate) — $7,984.19

14. OPTIONAL EQUIPMENT AVAILABLE

	COST
(1) 2-door	- $76.50 LESS
(2) Radio AM-RADIO	$76.50
(3) Temperature and oil pressures gauges	- N/A
(4) Heavy-duty radiator	$ 27.20
(5) Spot light with landing beam on left side ~~(LEFT HAND)~~ (HAND HELD)	$ 25.00
(6) Voltmeter	N/A
(7) TINTED GLASS	$ 73.95
(8) LEFT HAND REMOTE OUTSIDE CHROME MIRROR	$ 16.15
(9)	

15. POLICE PACKAGE

Give complete specifications below or on separate page.

COST $309.40

① UNIVERSAL KEY
② HEAVY DUTY FRAME & SUSPENSION SYSTEM
③ HEAVY DUTY ALTERNATOR
④ FAST RATIO POWER STEERING
⑤ CONVENTIONAL SPARE
⑥ HEAVY DUTY WHEELS
⑦ POLICE PURSUIT TIRES
⑧ HEAVY DUTY BATTERY
⑨ CALIBRATED SPEEDOMETER
⑩ HEAVY DUTY COOLING (ENGINE & TRANSMISSION)
⑪ HEAVY DUTY SEAT BUNS
⑫ RUBBER FLOOR MATS (NO CARPET)

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1E. BID PER UNIT WITH POLICE PACKAGE
(Complete and ready to operate) $8,293.59

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 new unit is accepted and delivered to Fort Bend County. Only one used unit will be traded in for each unit.

	Year - Make	Mileage on 11/19/80	Bid Price
1.	1976 Buick LeSabre, SD-(1-B)CID	107,300	$550.00
2.	1976 Buick LeSabre, SD-(5-B)W	108,200	500.00
3.	1977 Chevrolet, Nova, SD-(16-B)CID	77,277	350.00
4.	1977 Plymouth Fury, SD-(1-F)CID	93,723	450.00
5.	1977 Mercury Cougar, SD-(10-F)CID	101,000	450.00
6.	1978 Ford L.T.D., SD-(14-G)	105,593	400 00
7.	1978 Ford L.T.D., SD-(19-G)	150,000	450 00
8.	1978 Ford L.T.D., SD-(22-G)	108,400	650.00
9.	1979 Ford L.T.D. II, SD-(18-H)	71,132	50.00
10.	1979 Ford L.T.D. II, SD-(4-H)	99,364	550.00
11.	1979 Ford L.T.D. II, SD-(7-H)	100,095	650.00
12.	1979 Ford L.T.D. II, SD-(8-H)	113,680	500.00
13.	1979 Ford L.T.D II, SD-(9-H)	105,617	650.00
14.	1979 Ford L.T.D. II, SD-(11-H)	105,777	650.00

FORT BEND COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ALL TECHNICALITIES.

Delivery Date 5-7 weeks

FIRM Joe Denton Buick Co. BY Lester Streich

ADDRESS 4820 Ave. H ; P.O Box 111 Rosenberg, Texas 77471

PHONE (713) 342-3723 Date 12-12-80

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FORT BEND COUNTY

PLEASE COMPLETE AND RETURN ALL FORMS IN DUPLICATE
PLEASE NOTE IN SOME PLACES A MINIMUM IS GIVEN

1.	MAKE AND MODEL (must be new)	1981 Plymouth Gran Fury A/T V8
2.	ENGINE HORSEPOWER	85
3.	ARRANGEMENT AND NO. OF CYLINDERS	6 cycle slant six
4.	CU. IN. DISPLACEMENT (Min. approx ~~318~~ or 8)	225
5.	TIRE SIZE	P 195/75R Belted whitewall
6.	WEIGHT (Min. approx 3000 lbs)	3595
7.	TYPE TRANSMISSION (give complete information)	3 speed automatic
8.	AIR-CONDITIONER REQUIRED (complete information)	Factory(see attached sheet)
9.	WHEELBASE (min. approx 110 in)	118.5
10.	EPA MILEAGE ESTIMATE RATINGS	23 Hwy., 18 overall

11. THE FOLLOWING IS REQUIRED: 4-door, windhsield washer and wipers, heater, power steering, power disc. brakes, foam rubber front seat.
(A) DOES THIS BID INCLUDE ALL OF THE ABOVE EQUIPMENT? Yes
(B) IF NOT, WHAT IS NOT INCLUDED?

13

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12. OTHER INFORMATION AND SPECIFICATIONS:
See attached brochure for additional standard equipment.

****

13. BID PER UNIT (complete and ready to operate) $7,053.40

****

14. OPTIONAL EQUIPMENT AVAILABLE

		COST
(1)	2-door	N.A.
(2)	Radio	$82.45
(3)	Temperature and oil pressures gauges	Std. w/ police package
(4)	Heavy-duty radiator	" " "
(5)	Spot light with ~~landing beam~~ on left side	$47.60
(6)	Voltmeter	Std. w/ Police Pkg.
(7)	H. D. Floor mats front & rear	$ 15.15
(8)	H. D. all vinyl bench seat	27.30
(9)	Additional dome lamp	15.30

****

15. POLICE PACKAGE
Give complete specifications below or on separate page.
Please see attached sheet.

318 - H. D. V-8 Police 165 hp. 23 hwy., 18 overall

17

(Complete and ready to operate)

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 new unit is accepted and delivered to Fort Bend County. Only one used unit will be traded in for each unit.

	Year - Make	Mileage on 11/19/80	Bid Price
1.	1976 Buick LeSabre, SD-3-ECID	107,300	[illegible]
2.	1976 Buick LeSabre, SD-5-EW	108,200	[illegible]
3.	1977 Chevrolet, Nova, SD-1E-DCID	77,277	[illegible]
4.	1977 Plymouth Fury, SD-1-FCID	93,723	[illegible]
5.	1977 Mercury Cougar, SD-10-FCID	101,000	[illegible]
6.	1978 Ford L.T.D., SD-14-G	105,593	[illegible]
7.	1978 Ford L.T.D., SD-19-GP	150,000	[illegible]
8.	1978 Ford L.T.D., SD-22-GP	108,400	[illegible]
9.	1979 Ford L.T.D. II, SD-10-HP	71,132	[illegible]
10.	1979 Ford L.T.D. II, SD-4-HP	99,364	[illegible]
11.	1979 Ford L.T.D. II, SD-7-HP	100,095	[illegible]
12.	1979 Ford L.T.D. II, SD-8-HP	113,680	[illegible]
13.	1979 Ford L.T.D. II, SD-9-HP	105,617	[illegible]
14.	1979 Ford L.T.D. II, SD-11-HP	105,777	[illegible]

13

FORT BEND COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ALL TECHNICALITIES.

Delivery Date [illegible] days

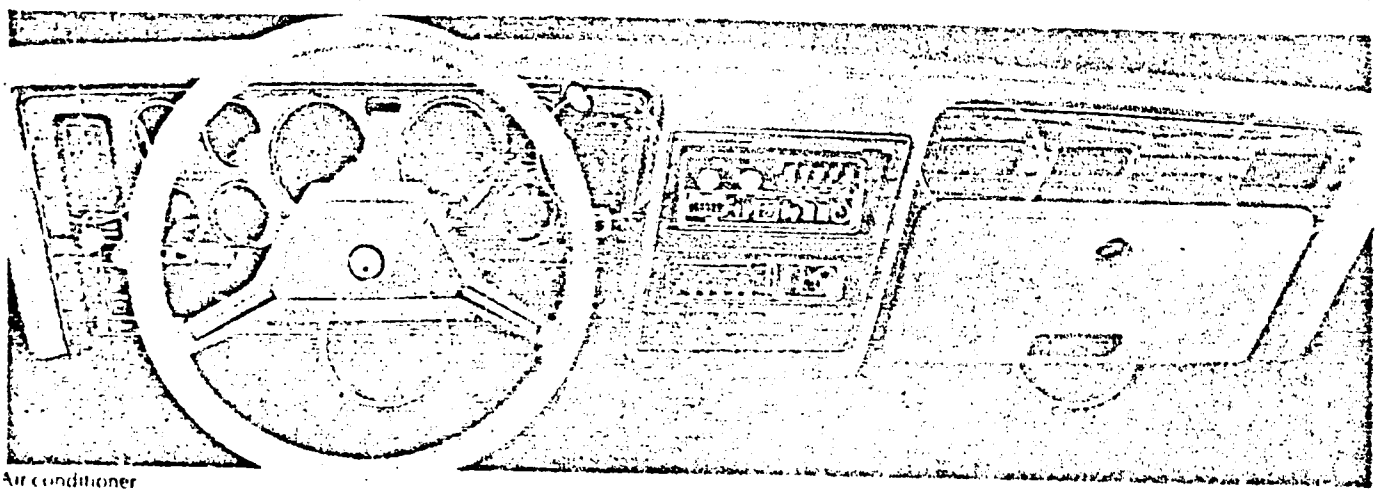
FIRM Bossier-LeBlanc Chrysler Plymouth BY [illegible]

ADDRESS P. O. Box 1387, Rosenberg, Texas 77471

PHONE 342-2841 Date 12/13/80

17

MAJOR OPTIONS



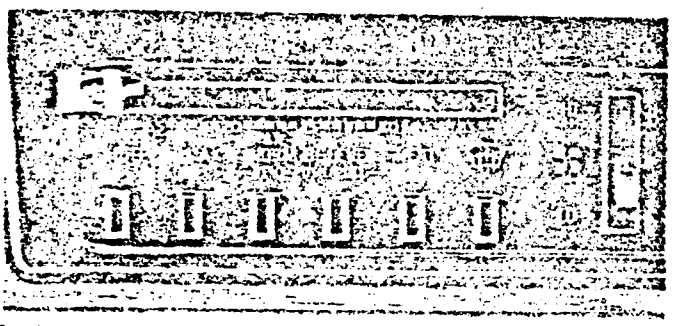
Air conditioner

(For complete availability of all options, see Standard and Optional Equipment list.)

Semi-automatic or manual-control air conditioners. Plymouth offers its air conditioner with a choice of semi-automatic (Code H53) or manual (Code H51) controls. The semi-automatic unit has an automatic temperature control which adjusts the output of the air conditioner and heater to meet the setting—from 65 to 85—in all modes of operation. The semi-automatic unit also has a manual control for the 4-speed blower to change airflow rate for individual comfort. The manual air conditioner has a manual temperature control—there is no automatic changing of air-conditioner output to meet a selected setting.

This unit also has push buttons for selecting cooling/heating modes and a separate manual control for the 4-speed blower. Both air conditioners have four adjustable outlets in the instrument panel and two lap coolers just beneath the panel—one for the driver, the other for the right front passenger.

Both versions of this air conditioner can be used to dehumidify the air on cool, humid days. Fogged windows can be cleared by selecting the BI-LEVEL A/C modes and moving the temperature control to raise the temperature to the desired comfort level. The cooling and reheating process removes moisture from the air.



Semi-automatic air-conditioner control shown

Air-conditioner controls. Two designations are used for push buttons: NORM A/C and BI-LEVEL A/C. NORM A/C and BI-LEVEL A/C modes are used to bring in outside air for cooling, uncooled ventilation or for heating. When either of these buttons is pushed in fully, incoming air is cooled by the air conditioner. When the buttons are pulled back out to a detent position, the air-conditioning compressor stops and the incoming air is not cooled. The temperature control can be used to add heat to the air with these buttons in either position—fully in or at the detent. The NORM A/C button directs all the air through the outlets in the instrument panel; the BI-LEVEL A/C button sends about 70% of the air through the instrument panel outlets and 30% through lower vents near the floor.

The MAX A/C button shuts off the outside air and recirculates the conditioned inside air through the cooling coils for maximum cooling and to keep out dust and smoke. The temperature control will not add heat to the air when the MAX A/C button is used.

The HEAT and DEF buttons cause the system to function like a standard heater and defroster system.

A compact, lightweight, 6-cylinder swashplate compressor is used with all air conditioners. This compressor runs quietly and smoothly—is less susceptible to idle shake—and is more durable than the compressor used in past years.

An aluminum condenser is another fine feature of the Gran Fury's air-conditioning system. Excellent heat dissipation is achieved through numerous skived thin cooling fins which are part of the metal exterior walls of the tubes through which the refrigerant passes.

*See Engine Cooling Package, Code N51, Page 19.

17.

BID FORM

(Name of Bidder)

(Address of Bidder)

ONE OR MORE NEW STATION WAGONS FOR
FORT BEND COUNTY

PLEASE COMPLETE AND RETURN ALL FORMS IN DUPLICATE
PLEASE NOTE IN SOME PLACES A MINIMUM IS GIVEN

1.	MAKE AND MODEL (must be new)	4 DOOR STATION WAGON
2.	ENGINE HORSEPOWER	
3.	ARRANGEMENT AND NO. OF CYLINDERS	V8
4.	CU. IN. DISPLACEMENT (Min. approx 400 CID)	351
5.	TIRE SIZE	G78 X 15
6.	WEIGHT (Min. approx 3000 lbs)	
7.	TYPE TRANSMISSION (give complete information)	AUTOMATIC
8.	AIR-CONDITIONER REQUIRED (complete information)	W- AIR
9.	WHEELBASE (min. approx 110 in)	114.3"
10.	EPA MILEAGE ESTIMATE RATINGS	16

11. THE FOLLOWING IS REQUIRED: 4-door, windshield washer and wipers, heater, power steering, power disc. brakes, foam rubber front seat.

(A) DOES THIS BID INCLUDE ALL OF THE ABOVE EQUIPMENT? YES

(B) IF NOT, WHAT IS MISSING INCLUDED?

INCLUDED POLICE PACKAGE - TINTED GLASS ALL - SPOTLIGHT
FREIGHT - DEALER PREP

12. OTHER INFORMATION AND SPECIFICATIONS:

BID SUBMITTED FOR THE STANDARD SIZE
4-DOOR CARS - TRADE ALL CARS BID
PRICE PER UNIT X NO. OF CARS
CARS TO BE ORDERED FROM FACTORY

13. BID PER UNIT (complete and ready to operate) LIST 9381.00
DISCOUNT 1212.55
PRICE PER UNIT 8168.45

14. OPTIONAL EQUIPMENT AVAILABLE

	COST
(1) 2-door	
(2) Radio	

POLICE PACKAGES INCLUDE THE FOLLOWING EQUIPMENT

- ENGINE
- AUTOMATIC OVERDRIVE TRANSMISSION
- AUXILIARY TRANSMISSION OIL COOLER
- 100 AMP ALTERNATOR ON 5.8 LITER AND 5.8L H.O. ENGINES AND 60 AMP ALTERNATOR ON 4.2 LITER ENGINE.
- 72 AMP HEAVY DUTY BATTERY
- FRONT DISC BRAKES - SEMI METALLIC - HEAVY DUTY
- HEAVY DUTY SUSPENSION
- CALIBRATED SPEEDOMETER (0-140 MPH)
- MAXIMUM COOLING PACKAGE W/COOLANT RECOVERY
- POWER DECKLID RELEASE
- POWER STEERING WITH OIL COOLER
- SINGLE KEY LOCKING SYSTEM
- DUAL BEAM DOME/MAP LIGHT
- H.D. WHEELS 15 X 6.5"
- CR78X15 BSW NON-STEEL POLICE RADIAL TIRES
- HEAVY DUTY FRONT FLIGHT BENCH SEAT
- BATTERY COMPARTMENT SHIELD
- HEAVY DUTY FRAME
- REAR AXLE RATIOS (3.08 RATIO WITH 4.2L & 5.8L ENGINES AND 2.73 RATIO WITH 5.8L HIGH OUTPUT ENGINE).
- INTERIOR TRIM - CLOTH & VINYL OR ALL VINYL
- FIRST GEAR LOCKOUT
- ENGINE FUEL RETURN LINES ON 5.8 LITER AND 5.8L HIGH OUTPUT ENGINE.

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16. BID PER UNIT WITH POLICE PACKAGE
(Complete and ready to operate) 8168.45

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 new unit is accepted and delivered to Fort Bend County. Only one used unit will be traded in for each unit.

Year - Make	Mileage on 11/15/80	Bid Price
1. 1976 Buick LeSabre, SD-3-ECID	107,300	
2. 1976 Buick LeSabre, SD-5-EW	105,200	
3. 1977 Chevrolet, Nova, SD-16-DCID	77,277	
4. 1977 Plymouth Fury, SD-1-FCID	93,723	
5. 1977 Mercury Cougar, SD-10-FCID	101,000	
6. 1978 Ford L.T.D., SD-14-G	105,553	
7. 1978 Ford L.T.D., SD-15-GP	150,000	
8. 1978 Ford L.T.D., SD-22-GP	108,400	
9. 1979 Ford L.T.D. II, SD-10-HP	71,132	
10. 1979 Ford L.T.D. II, SD-4-HP	99,364	
11. 1979 Ford L.T.D. II, SD-7-HP	100,095	
12. 1979 Ford L.T.D. II, SD-8-HP	113,680	
13. 1979 Ford L.T.D II, SD-9-HP	105,617	
14. 1979 Ford L.T.D. II, SD-11-HP	105,777	

BID ALL CARS IN PACKAGE - TOTAL BID $7350.00

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FORT BEND COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ALL TECHNICALITIES.

Delivery Date 30 DAYS [illegible]

FIRM Ashcraft Line-Merc BY [illegible]

ADDRESS 3101 Ave H Rosenberg Tex

PHONE 342-2852 Date 12/13/80

BID TABULATION

FOR: FORT BEND COUNTY

OPENED: DECEMBER 15, 1980-9:00 A.M.

ONE OR MORE NEW MID-SIZE CARS FOR FORT BEND COUNTY

BID	MAKE & MODEL	CU. IN. DISPLAC.	WEIGHT	WHEELBASE	BID PER UNIT	OPTIONAL EQUIPMENT	DELIVERY DATE	TRADE-IN
Joe Denton Buick 4820 Ave H Rosenberg, Tx.	1981 Buick Century	231	3236	108.1	7,474.64	Radio 76.50 Heavy-duty radiator 27.20 Voltmeter 35.20		1976 Buick LeSabre 3-ECID 550. 1976 Buick LeSabre 5-EW 500. 1977 Chev,Nova 16-DCID 350. 1977 Plymouth Fury 450. 1977 Mercury Cougar 450. 1978 Ford LTD 14G 400. 1978 Ford LTD 19GP 450. 1978 Ford LTD 22GP 650. 1979 Ford LTD 10HP 50. 1979 Ford LTD 4HP 550. 1979 Ford LTD 7HP 650. 1979 Ford LTD 8HP 500. 1979 Ford LTD 9HP 650. 1979 Ford LTD 11HP 650.
Ashcraft Lincoln Mercury 4101 Ave H Rosenberg, Tx	1981 Mercury Cougar 2-door	200 - 3.3L	2800	105.5	7,226.84	No Bid		Bid All Cars in Package Total = $7.350.00

BID TABULATION

FOR: FORT BEND COUNTY — DECEMBER 15, 1980-9:00 A.M.

ONE OR MORE NEW MID-SIZE CARS FOR FORT BEND COUNTY

	MAKE & MODEL	CU. IN. DISPLAC.	WEIGHT	WHEELBASE	BID PER UNIT	OPTIONAL EQUIPMENT	DELIVERY DATE	TRADE-IN	
Bossier-LeBlanc Chrysler Plymouth P.O. Box 1387 Rosenberg, Tx	1981 Chrysler LeBaron	225	3379	112.7	6,889.35	Radio 78.20 Spot light 47.60 Voltmeter Standard Tinted glass 66.30 Police pack. 442.00 All vinyl trim 57.80 w/fold down arm rest		1976 Buick LeSabre 3-ECID 1976 Buick LeSabre 5-EW 1977 Chev, Nova 16-DCID 1977 Plymouth Fury 1977 Mercury Cougar 1978 Ford LTD 14G 1978 Ford LTD 19GP 1978 Ford LTD 22GP 1979 Ford LTD 10HP 1979 Ford LTD 4HP 1979 Ford LTD 7HP 1979 Ford LTD 8HP 1979 Ford LTD 9HP 1979 Ford LTD 11HP	353.0 454.0 606.0 606.0 505.0 808.0 808.0 707.0 51.0 808.0 1,002.0 999.0 1,002.0 1,002.0
Memorial AMC/Jeep 10303 Katy Fwy. Houston, Texas 77024	1981 AMC Concord	256	2822	108	6,993.83	Tinted glass Heavy duty engine cooling Heavy duty alternator 2-door -100.00 Radio +76.50 Temp. and oil pressures gauges +40.00	60 days	NO Bid	

6,889.35
78.20 Radio
66.30 Tinted
7033.85

Buy 3 new ones with these trade-ins

BID TABULATION

OWNER: FORT BEND COUNTY

MONDAY, DECEMBER 15, 1980-9:00 A.M.

ONE OR MORE NEW MID-SIZE CARS FOR FORT BEND COUNTY

BIDDER	MAKE & MODEL	CU. IN. DISPLAC.	WEIGHT	WHEELBASE	BID PER UNIT	OPTIONAL EQUIPMENT	DELIVERY DATE	TRADE-IN
Joe Hubenak 3019 Ave H Rosenberg, Tx	Chevrolet Malibu	229	3500	108.1	6,927.95 ~~6929.~~	High Energy Ignition System, Front stabilizer bar delco freedom battery, Inside hood release 2-door -98.60 Radio 76.50 Temp. & Oil pressure gauge 68.00 Heavy-duty radiator 28.90 Spot light 80.75		1976 Buick LeSabra SD-3-ECID 500.00 1976 Buick LeSabre SD-5-EW 500.00 1977 Chevrolet, Nova 500.00 1977 Plymouth Fury 500.00 1977 Mercury Cougar 500.00 1978 Ford L.T.D. SD-14-G 500.00 1978 Ford L.T.D SD-19-GP 500.00 1978 Ford L.T.D. SD-22-GP 500.00 1979 Ford L.T.D.II SD-10-HP 500.00 1979 Ford L.T.D.II SD-4-HP 500.00 1979 Ford L.T.D.II SD-7-HP 500.00 1979 Ford L.T.D.II SD-8-HP 500.00 1979 Ford L.T.D. SD-9-HP 500.00 1979 Ford L.T.D. SD-11-HP 500.00

6,927.95
28.90 HD radiator
68.00 Temp. + Oil Pressure
76.50 Radio
7,101.35

Buy 3 new ones with these trade-ins

BID TABULATIONS

FOR: FORT BEND COUNTY

SUBMITTED, DECEMBER 15, 1980-9:00 A.M.

ONE OR MORE NEW MID-SIZE CARS FOR FORT BEND COUNTY

BIDDER	MAKE & MODEL	CU. IN. DISPLAC.	WEIGHT	WHEELBASE	BID PER UNIT	OPTIONAL EQUIPMENT	DELIVERY DATE	TRADE-IN	
Dub Miller Ford Rosenberg Charles Meyer	1981 Ford Fairmont	200	2673	105.5	7,183.14	2-door Radio Spot light	102.38 less 150.00	1976 Buick 1976 Buick SD-3-ECID 1977 Chev. Nova SD-5-EW 1977 Plymouth Fury 1977 Mercury Cougar 1978 Ford LTD 1978 Ford LTD SD-14-G 1978 Ford LTD SD-19-GP 1979 Ford LTD II SD-22-GP 1979 Ford LTD II SD-10-HP 1979 Ford LTD II SD-4-HP 1979 Ford LTD II SD-7-HP 1979 Ford LTD II SD-8-HP 1979 Ford LTD II SD-9-HP 1979 Ford LTD II SD-11-HP	500.00 500.00 500.00 500.00 500.00 800.00 800.00 800.00 100.00 800.00 800.00 700.00 800.00 800.00

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BID FORM

FOR FORT BEND COUNTY MONDAY, DECEMBER 15, 1980 - 2:00 P.M.

ONE OR MORE NEW MID-SIZE CARS FOR
FORT BEND COUNTY

PLEASE COMPLETE AND RETURN ALL FORMS IN DUPLICATE
PLEASE NOTE IN SOME PLACES A MINIMUM IS GIVEN

1.	MAKE AND MODEL (must be new)	1981 Buick Century
2.	ENGINE HORSEPOWER	110 HP
3.	ARRANGEMENT AND NO. OF CYLINDERS	V-6
4.	CU. IN. DISPLACEMENT (Min. approx 200)	231 cu. in.
5.	TIRE SIZE	P195/75R14
6.	WEIGHT (Min. approx 2500 lbs)	3,236 lbs.
7.	TYPE TRANSMISSION (give complete information)	3 SPEED AUTOMATIC
8.	AIR-CONDITIONER REQUIRED (complete information)	4 SEASONS MANUAL AIR CONDITIONER
9.	WHEELBASE (min. approx 105 in)	108.1 in.
10.	EPA MILEAGE ESTIMATE RATINGS	EPA Estimate: 30 MPG Hwy

11. THE FOLLOWING IS REQUIRED: 4-door, windshield washer and wipers, heater, power steering, power disc. brakes, foam rubber front seat.

(A) DOES THIS BID INCLUDE ALL OF THE ABOVE EQUIPMENT? YES

(B) IF NOT, WHAT IS NOT INCLUDED?

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12. OTHER INFORMATION AND SPECIFICATIONS:

13. BID PER UNIT (complete and ready to operate) $7,474.64

14. OPTIONAL EQUIPMENT AVAILABLE

	COST
(1) 2-door	NOT AVAILABLE
(2) Radio	76.50
(3) Temperature and oil pressure gauges	N/A
(4) Heavy-duty radiator	27.20
(5) Spot light with handle from on left side	
(6) Voltmeter	INCL. W/ TEMPERATURE GUAGE
(7) TEMPERATURE AND VOLT METER GUAGES	35.70
(8)	
(9)	

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 new unit is accepted and delivered to Fort Bend County. Only one used unit will be traded in for each unit.

	YEAR - MAKE	MILEAGE ON 11/13/80	BID PRICE
1.	1976 Buick LeSabre, SD-3-EGID	107,200	$ 550.00
2.	1976 Buick LeSabre, SD-5-EW	108,200	500.00
3.	1977 Chevrolet Nova, SD-16-DGID	77,277	350.00
4.	1977 Plymouth Fury, SD-1-FGID	93,723	450.00

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5.	1977 Mercury Cougar, SD-10-FOID	101,000	450.00
6.	1978 Ford L.T.D., SD-14-B	105,593	400.00
7.	1978 Ford L.T.D., SD-19-GP	150,000	450.00
8.	1978 Ford L.T.D., SD-22-GP	108,400	650.00
9.	1979 Ford L.T.D. II, SD-10-HP	71,132	50.00
10.	1979 Ford L.T.D. II, SD-4-HP	99,364	550.00
11.	1979 Ford L.T.D. II, SD-7-HP	100,095	650.00
12.	1979 Ford L.T.D. II, SD-8-HP	113,680	500.00
13.	1979 Ford L.T.D II, SD-9-HP	105,617	650.00
14.	1979 Ford L.T.D. II, SD-11-HP	105,777	650.00

NAME LESTER STRECH

FIRM JOE DENTON BUICK

ADDRESS 4820 AVE H ; P.O BOX 111 ; ROSENBERG TEXAS

TELEPHONE 342-3723 DATE 12-12-80

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BID FORM

[illegible]

[illegible]
FORT BEND COUNTY

PLEASE COMPLETE AND RETURN ALL FORMS IN DUPLICATE
PLEASE NOTE IN SOME PLACES A MINIMUM IS GIVEN

2 DOOR

1. MAKE AND MODEL (must be new) — 1981 Mercury [illegible]
2. [illegible] — N/A
3. [illegible] OF CYLINDERS — INLINE 6
4. [illegible] (min. approx [illegible]) — 200 — [illegible]
5. [illegible] — [illegible]/75 [illegible]
6. WEIGHT (min. approx [illegible]) — [illegible]
7. TYPE TRANSMISSION (give complete information) — Automatic [illegible]
8. AIR-CONDITIONER REQUIRED (complete information) — M
9. WHEELBASE (min. approx 105 in) — 105.5
10. EPA MILEAGE ESTIMATE RATINGS — 19
11. THE FOLLOWING IS REQUIRED: 2-door, windshield washer and wipers, heater, power steering, power disc. brakes, foam rubber front seat.
    (A) DOES THIS BID INCLUDE ALL OF THE ABOVE EQUIPMENT? Yes
    (B) IF NOT, WHAT IS NOT INCLUDED?
    INCLUDED - TINTED GLASS - Power Steering

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12. OTHER INFORMATION AND SPECIFICATIONS:

13. BID PER UNIT (complete and ready to operate) — $7226.84

14. [illegible] — COST

(1) [illegible]
(2) [illegible]
(3) [illegible]
(4) [illegible]
(5) [illegible] on left side
(6) [illegible]
(7)
(8)
(9)

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 new unit is accepted and delivered to Fort Bend County. Only one used unit will be [illegible] in for each unit.

YEAR - MAKE	[illegible] 11/[illegible]	[illegible]
1. 1976 Buick LeCabre, [illegible]	[illegible]	
2. 1976 Buick LeCabre, [illegible]	[illegible]	
3. 1977 Chevrolet Nova, [illegible]	[illegible]	
4. [illegible]	[illegible]	

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5.	1977 Mercury Cougar, SD-10-FCID	101,000
6.	1978 Ford L.T.D., SD-14-G	[illegible]
7.	1978 Ford L.T.D., SD-[illegible]-GP	[illegible]
8.	1978 Ford L.T.D., SD-[illegible]-GP	[illegible]
9.	1979 Ford L.T.D. II, SD-[illegible]-HP	[illegible]
10.	1979 Ford L.T.D. II, SD-[illegible]-HP	[illegible]
11.	1979 Ford L.T.D. II, SD-7-HP	[illegible]
12.	1979 Ford L.T.D. II, SD-8-HP	113,680
13.	1979 Ford L.T.D II, SD-9-HP	105,617
14.	1979 Ford L.T.D. II, SD-11-HP	105,777

Bid Not Cars in Package
Total Bid $7350.00

13

FORT BEND COUNTY reserves the right to reject any and all bids and to [illegible] all technicalities.

DELIVERY DATE 30 DAYS MIN.

FIRM ASHCRAFT LINC-MERC BY [illegible]

ADDRESS 3101 Ave H ROSENBERG TEX

PHONE 342 2852 DATE 12/13/80

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FORT BEND COUNTY

PLEASE COMPLETE AND RETURN ALL FORMS IN DUPLICATE
PLEASE NOTE IN SOME PLACES A MINIMUM IS GIVEN

1. MAKE AND MODEL (must be new) [illegible]
2. ENGINE HORSEPOWER 85
3. ARRANGEMENT AND NO. OF CYLINDERS Inline slant six cycle
4. CU. IN. DISPLACEMENT (Min. approx 225) 225
5. TIRE SIZE P 195/75A
6. WEIGHT (Min. approx 2500 lbs) 3379
7. TYPE TRANSMISSION (give complete information) Torque flite automatic
8. AIR-CONDITIONER REQUIRED (complete information) Factory (See Attached details)
9. WHEELBASE (min. approx 105 in) 112.7
10. EPA MILEAGE ESTIMATE RATINGS [illegible]
11. THE FOLLOWING IS REQUIRED: 4-door, windhsield washer and wipers, heater, power steering, power disc. brakes, foam rubber front seat.
    (A) DOES THIS BID INCLUDE ALL OF THE ABOVE EQUIPMENT? Yes
    (B) IF NOT, WHAT IS NOT INCLUDED?

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12. OTHER INFORMATION AND SPECIFICATIONS: sill mldg.
Additional std. equipment: Glove box lock, dripmail [illegible] bar suspension, belt mldg., front sway bar, wheel [illegible] wheel covers, bumpr. rib strips frt. & rear, frt [illegible]

13. BID PER UNIT (complete and ready to operate) [illegible]

14. OPTIONAL EQUIPMENT AVAILABLE

	COST
(1) 2-door	
(2) Radio	[illegible]
(3) Temperature and oil pressures gauges	
(4) Heavy-duty radiator	[illegible]
(5) Spot light with ~~landing beam~~ on left side	47.60
(6) Voltmeter	[illegible]
(7) Tinted glass recommended w/air cond.	[illegible]
(8) Police package	[illegible]
(9) All vinyl trim w/fold down arm rest	[illegible]

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 new unit is accepted and delivered to Fort Bend County. Only one used unit will be traded in for each unit.

YEAR - MAKE	MILEAGE ON 11/19/80	BID PRICE
1. 1976 Buick LeSabre, SD-3-ECID	107,300	$ 353
2. 1976 Buick LeSabre, SD-5-EW	108,200	454
3. 1977 Chevrolet Nova, SD-16-DCID	77,277	[illegible]6
4. 1977 Plymouth Fury, SD-1-FCID	93,723	[illegible]6

17

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 new unit is accepted and delivered to Fort Bend County.

	Year - Make	Mileage on 11/19/80	Bid Price
1.	1976 Buick LeSabre, SD-3-FCID	107,300	[illegible]
2.	1976 Buick LeSabre, SD-5-EW	108,200	[illegible]
3.	1977 Chevrolet, Nova, SD-16-DCID	77,277	[illegible]
4.	1977 Plymouth Fury, SD-1-FCID	93,723	[illegible]
5.	1977 Mercury Cougar, SD-10-FCID	101,000	[illegible]
6.	1978 Ford L.T.D., SD-14-G	105,593	[illegible]
7.	1978 Ford L.T.D., SD-19-GP	150,000	[illegible]
8.	1978 Ford L.T.D., SD-22-GP	108,400	[illegible]
9.	1979 Ford L.T.D. II, SD-10-HP	71,132	[illegible]
10.	1979 Ford L.T.D. II, SD-4-HP	99,364	[illegible]
11.	1979 Ford L.T.D. II, SD-7-HP	100,095	[illegible]
12.	1979 Ford L.T.D. II, SD-8-HP	113,680	[illegible]
13.	1979 Ford L.T.D II, SD-9-HP	105,617	[illegible]
14.	1979 Ford L.T.D. II, SD-11-HP	105,777	1,00[illegible]

13

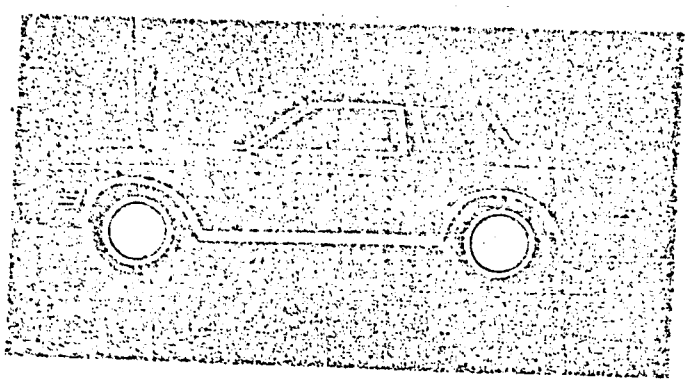
NAME Jerry Daughtrey

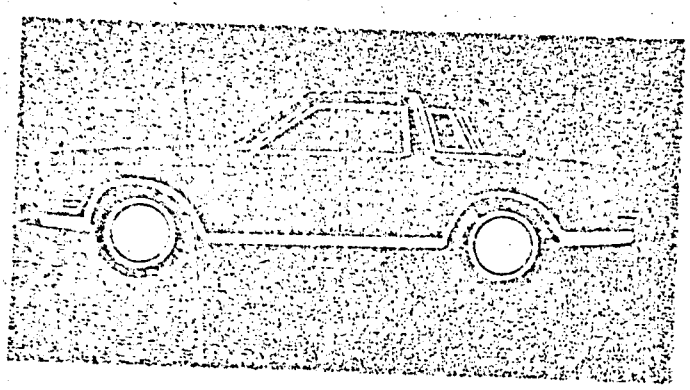
FIRM Bossler--LeBlanc Chrysler Plymouth

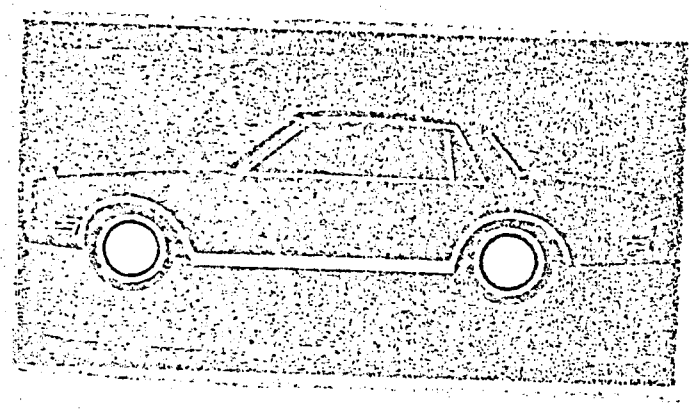
ADDRESS P. O. Box 1387, Rosenberg, Texas 77471

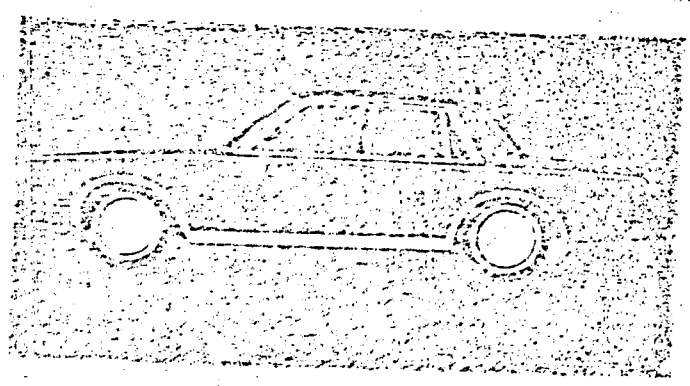
TELEPHONE 342-2841 DATE 12/13/80

LeBARON EXTERIOR AND CHASSIS DIFFERENCES









LeBaron Salon 2-door

LeBaron Salon 2-door exterior and chassis standard features include:

• Chrysler name on parking/turn-lamp lens • Bright stand-up pentastar hood ornament • LeBaron script on front fenders and deck lid • By Chrysler plaque on deck lid • LeBaron eagles on taillamp lens covers • Bright windshield molding • Bright center pillar moldings • Bright back-window molding • Bright roof drip moldings • Bright belt moldings • Bright black quarter-window moldings • Bright wheel-opening moldings, front and rear • Sill moldings • Body-side accent stripes • Tinted quarter-window glass • Left outside mirror, remote control, bright finish • Deluxe wheel covers • Bumper protective rub strips, front and rear • Bumper guards, front • Dual horns • Wide-ratio TorqueFlite automatic transmission • Power steering • Power brakes—disc front, drum rear • P195/75R15 glass-belted, radial-ply white sidewall tires • 3.7-liter (225 CID) 1-barrel Slant Super Six engine

LeBaron Medallion 2-door

LeBaron Medallion 2-door has all the LeBaron Salon 2-door exterior and chassis standard features, plus these differences:

• Distinctive silver stripe and silver LeBaron eagle on rear quarter-window glass • Painted quarter-window moldings • Unique quarter-window shape • Color-coordinated rear deck panel accent stripe • Premier wheel covers • Opera lamps • Sill molding extensions, front and rear • Vinyl-clad lower back-window molding and surround moldings • Padded landau vinyl roof, Bancroft grain

LeBaron Special Sedan

LeBaron Special Sedan exterior and standard chassis features include:

• Chrysler name on parking/turn-lamp lens • Bright pentastar stand-up hood ornament • LeBaron script on front fenders and deck lid • By Chrysler plaque on deck lid • LeBaron eagles on taillamp lens covers • Bright windshield molding • Bright back-window molding • Bright belt moldings • Bright roof drip moldings • Bright rear-door glass division bar • Bright wheel-opening moldings, front and rear • Sill moldings • Left outside mirror, manual control, bright finish • Deluxe wheel covers • Bumper protective rub strips, front and rear • Bumper guards, front • Wide-ratio TorqueFlite automatic transmission • Power steering • Power brakes—disc front, drum rear • P195/75R15 glass-belted, radial-ply white sidewall tires • 3.7-liter (225 CID) 1-barrel Slant Super Six engine

LeBaron Salon 4-door — FH41 - Bid

LeBaron Salon 4-door has all the LeBaron Special Sedan exterior and chassis standard features, plus these differences:

• Dual horns • Body-side accent stripes • Bright upper door frame moldings • Left outside mirror, remote control, bright finish

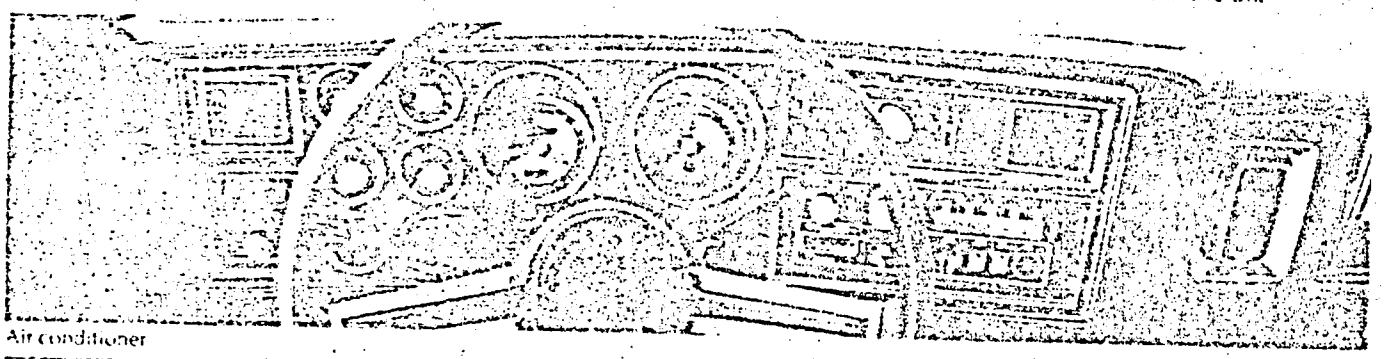
MAJOR OPTIONS

Air conditioner* with semi-automatic temperature control (Code H53) or with manual temperature control (Code H51)

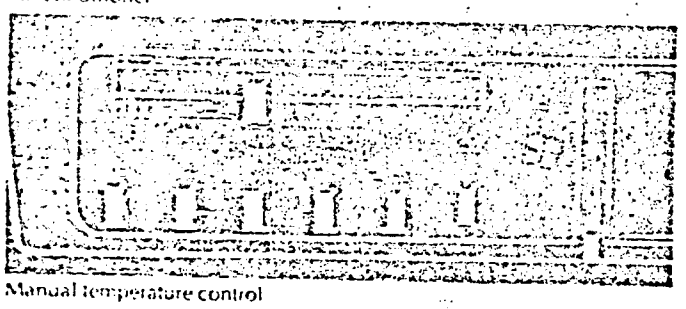
LeBaron offers its air conditioner with a choice of semi-automatic or manual controls. The semi-automatic unit has an automatic temperature control that adjusts the output of the air conditioner and heater to meet the selected setting—from 65 to 85—in all modes of operation. A manual control for the 4-speed blower is provided to change air-flow rate for individual comfort needs.

The manual air conditioner has a manual temperature control—there is no automatic changing of air-conditioner output to meet a temperature setting. The unit also has push buttons for selecting cooling heating modes and a manual control for the 4-speed blower. Both air conditioners have 4 adjustable outlets in the instrument panel.

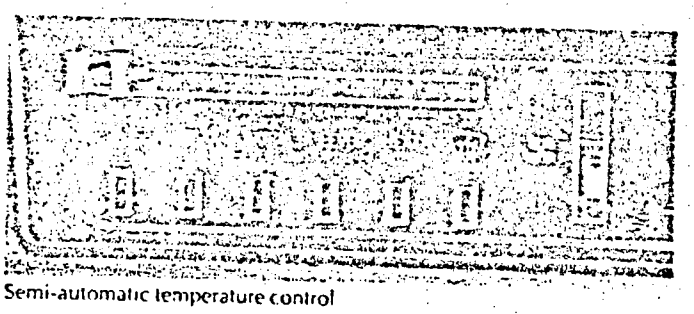
Both versions of the air conditioner can be used to dehumidify the air on cool, humid days. Fogged windows can be cleared by selecting the NORM A/C or BI-LEVEL A/C modes and moving the temperature control to raise the temperature to the desired comfort level or by raising the automatic temperature setting. The cooling and reheating process removes moisture from the air.



Air conditioner



Manual temperature control



Semi-automatic temperature control

Manual temperature control

The NORM A/C and BI-LEVEL A/C modes are used to bring outside air into the car for cooling, uncooled ventilation or heating. When either of these buttons is pushed in fully, incoming air is cooled by the air conditioner. When the buttons are pulled back out to a detent position, the air conditioning stops and the incoming air is not cooled. The temperature control can be used to add heat to the air with these buttons in either position—fully in or at the detent.

Semi-automatic temperature control

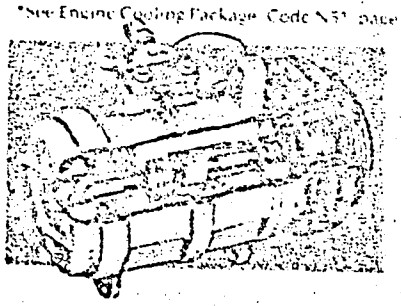
The NORM A/C button directs all the air through outlets in the instrument panel; the BI-LEVEL A/C button sends about 70% of the air through the instrument panel outlets and 30% through the lower vents near the floor.

The MAX A/C button shuts off the outside air and recirculates the conditioned inside air through the cooling coils for maximum cooling. The manual temperature control will not add heat to the air when the MAX A/C button is used.

The HEAT and DEF buttons operate as in a standard heater and defroster system.

A compact, lightweight, 6-cylinder swashplate compressor is used with all air conditioners. This compressor runs quietly and smoothly—is less susceptible to idle shake.

*See Engine Cooling Package, Code N53, page 31.



BID FORM

FOR: FORT BEND COUNTY — MONDAY, DECEMBER 15, 1980 - 9:00

ONE OR MORE NEW MID-SIZE CARS FOR
FORT BEND COUNTY

PLEASE COMPLETE AND RETURN ALL FORMS IN DUPLICATE
PLEASE NOTE IN SOME PLACES A MINIMUM IS GIVEN

1.	MAKE AND MODEL (must be new)	1981 AMC Concord
2.	ENGINE HORSEPOWER	Not Available
3.	ARRANGEMENT AND NO. OF CYLINDERS	In Line - 6 Cyclinder
4.	CU. IN. DISPLACEMENT (Min. approx 200)	256 cu. in.
5.	TIRE SIZE	P195/75R14B
6.	WEIGHT (Min. approx 2500 lbs)	2822 lbs.
7.	TYPE TRANSMISSION (give complete information)	3 Speed Automatic
8.	AIR-CONDITIONER REQUIRED (complete information)	Standard Delco Unit
9.	WHEELBASE (min. approx 105 in)	108"
10.	EPA MILEAGE ESTIMATE RATINGS	19 MPG

11. THE FOLLOWING IS REQUIRED: 4-door, windhsield washer and wipers, heater, power steering, power disc. brakes, foam rubber front seat.

(A) DOES THIS BID INCLUDE ALL OF THE ABOVE EQUIPMENT? Yes

(B) IF NOT, WHAT IS NOT INCLUDED?

12. OTHER INFORMATION AND SPECIFICATIONS:

Includes: Tinted glass, Heavy duty engine cooling, Heavy duty alternator.

13. BID PER UNIT (complete and ready to operate) $ 6,993.83

14. OPTIONAL EQUIPMENT AVAILABLE

	COST
(1) 2-door	- 100.00
(2) Radio	+ 76.50
(3) Temperature and oil pressures gauges	+ 40.00
(4) Heavy-duty radiator	Included
(5) Spot light with landing beam on left side	Not Available
(6) Voltmeter	Included with #3.
(7)	
(8)	
(9)	

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 new unit is accepted and delivered to Fort Bend County. Only one used unit will be traded in for each unit.

	YEAR - MAKE	MILEAGE ON 11/19/80	BID PRICE
1.	1976 Buick LeSabre, SD-3-1C1D	107,300	-0-
2.	1976 Buick LeSabre, SD-5-1M	108,200	-0-
3.	1977 Chevrolet Nova, SD-16-0C1D	77,277	-0-
4.	1977 Plymouth Fury, SD-1-1C1D	93,123	-0-

13

17

5.	1977 Mercury Cougar, SD-10-FCID	101,000	-0-
6.	1978 Ford L.T.D., SD-14-G	105,593	-0-
7.	1978 Ford L.T.D., SD-15-GP	150,000	-0-
8.	1978 Ford L.T.D., SD-22-GP	108,400	-0-
9.	1979 Ford L.T.D. II, SD-10-HP	71,132	-0-
10.	1979 Ford L.T.D. II, SD-4-HP	99,264	-0-
11.	1979 Ford L.T.D. II, SD-7-HP	100,095	-0-
12.	1979 Ford L.T.D. II, SD-8-HP	113,650	-0-
13.	1979 Ford L.T.D II, SD-9-HP	105,617	-0-
14.	1979 Ford L.T.D. II, SD-11-HP	105,777	-0-

FORT BEND COUNTY reserves the right to reject any and all bids and to waive all technicalities.

DELIVERY DATE 60 days from date of ord 3

FIRM Memorial AMC/Jeep, Inc. BY

ADDRESS 10303 Katy Freeway Houston, Texas 77024

PHONE 461-2404 DATE 12-12-80

17

[illegible]

PLEASE COMPLETE AND RETURN ALL FORMS IN DUPLICATE
PLEASE NOTE IN SOME PLACES A MINIMUM IS GIVEN

1. MAKE AND MODEL (must be new) — Chevrolet Malibu
2. ENGINE HORSEPOWER — 110
3. ARRANGEMENT AND NO. OF CYLINDERS — V6
4. [illegible] — 229
5. TIRE SIZE — P185/75R-14
6. WEIGHT (min. approx [illegible] lbs) — 3500
7. TYPE TRANSMISSION (give complete information) — Automatic
8. AIR-CONDITIONER REQUIRED (complete information) — 4 Season Air Conditioner
9. WHEELBASE (min. approx 105 in) — 108.1
10. EPA MILEAGE ESTIMATE RATINGS — 19 – 26
11. THE FOLLOWING IS REQUIRED: 4-door, windshield washer and wipers, heater, power steering, power disc, brakes, foam rubber front seat.
    (A) DOES THIS BID INCLUDE ALL OF THE ABOVE EQUIPMENT? YES
    (B) IF NOT, WHAT IS NOT INCLUDED?

12. OTHER INFORMATION AND SPECIFICATIONS:
High Energy Ignition System, Front Stabilizer Bar
Delco Freedom Battery, Inside Hood Release

13. [illegible] (complete and ready to operate) — $6927.95

14. [illegible] AVAILABLE — COST
    (1) [illegible] — 98.60
    (2) Radio — 76.50
    (3) [illegible] — 68.00
    (4) [illegible] — 28.90
    (5) [illegible] — 80.75
    (6) [illegible] INCLUDED with #(3) Above — -0-
    (7)
    (8)

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 new unit is accepted and delivered to Fort Bend County. Only one used unit will be traded in for each unit.

YEAR - MAKE	MILEAGE ON 11/19/80	BID PRICE
[illegible]	[illegible]	$500.00
[illegible]	[illegible]	500.00
[illegible]	77,277	500.00
[illegible]	93,723	500.00

13

17.

BID FORM

FOR: FORT BEND COUNTY MONDAY, DECEMBER 15, 1980-9:00 A.M.

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 new unit is accepted and delivered to Fort Bend County.

	Year - Make	Mileage on 11/15/80	Bid Price
1.	1976 Buick LeSabre, SD-3-ECID	107,300	500.$\frac{00}{XX}$
2.	1976 Buick LeSabre, SD-5-EW	108,200	500.$\frac{00}{XX}$
3.	1977 Chevrolet, Nova, SD-16-DCID	77,277	500.$\frac{00}{XX}$
4.	1977 Plymouth Fury, SD-1-FCID	93,723	500.$\frac{00}{XX}$
5.	1977 Mercury Cougar, SD-10-FCID	101,000	500.$\frac{00}{XX}$
6.	1978 Ford L.T.D., SD-14-G	105,593	500.$\frac{00}{XX}$
7.	1978 Ford L.T.D., SD-19-GP	150,000	500.$\frac{00}{XX}$
8.	1978 Ford L.T.D., SD-22-GP	108,400	500.$\frac{00}{XX}$
9.	1979 Ford L.T.D. II, SD-10-HP-	71,132	$50.$\frac{00}{XX}$
10.	1979 Ford L.T.D. II, SD-4-HP	99,364	500$\frac{00}{XX}$
11.	1979 Ford L.T.D. II, SD-7-HP	100,095	500.$\frac{00}{XX}$
12.	1979 Ford L.T.D. II, SD-8-HP	113,680	500.$\frac{00}{XX}$
13.	1979 Ford L.T.D II, SD-9-HP	105,617	500.$\frac{00}{XX}$
14.	1979 Ford L.T.D. II, SD-11-HP	105,777	500.$\frac{00}{XX}$

13

NAME Howard Beck

FIRM Joe Hubenak

ADDRESS 3019 Ave H

TELEPHONE 342 4634 DATE 10/DEC/1980

17

FOR

FORT BEND COUNTY

ONE OR MORE NEW MID-SIZE CARS FOR
FORT BEND COUNTY

PLEASE COMPLETE AND RETURN ALL FORMS IN DUPLICATE
PLEASE NOTE IN SOME PLACES A MINIMUM IS GIVEN

1. MAKE AND MODEL (must be new) — 1981 Ford Fairmont
2. ENGINE HORSEPOWER — N/A
3. ARRANGEMENT AND NO. OF CYLINDERS — IN LINE 6 cyl.
4. CU. IN. DISPLACEMENT (min. approx 200) — 200 cid
5. TIRE SIZE — P175/75R x14
6. WEIGHT (min. approx 2500 lbs) — 2673
7. TYPE TRANSMISSION (give complete information) — 3 spd automatic
8. AIR-CONDITIONER REQUIRED (complete information) — Factory A/C
9. WHEELBASE (min. approx 105 in) — 105.5"
10. EPA MILEAGE ESTIMATE RATINGS — 20 city 28 Hwy
11. THE FOLLOWING IS REQUIRED: 4-door, windshield washer and wipers, heater, power steering, power disc. brakes, foam rubber front seat.
    (A) DOES THIS BID INCLUDE ALL OF THE ABOVE EQUIPMENT? — yes
    (B) IF NOT, WHAT IS NOT INCLUDED?

13

12. OTHER INFORMATION AND SPECIFICATIONS:

13. BID PER UNIT (complete and ready to operate) — 7183.14

14. OPTIONAL EQUIPMENT AVAILABLE — COST
    (1) 2-door — $102.38 Less
    (2) Radio — Am Radio STD.
    (3) Temperature and oil pressures gauges — N/A
    (4) Heavy-duty radiator — N/A
    (5) Spot light with landing beam on left side — $150.00
    (6) Voltmeter — N/A
    (7)
    (8)
    (9)

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 new unit is accepted and delivered to Fort Bend County. Only one used unit will be traded in for each unit.

YEAR - MAKE	MILEAGE ON 11/19/80	BID PRICE
1. 1976 Buick LeSabre, SD-3-ECID	107,300	
2. 1976 Buick LeSabre, SD-5-EW	108,200	
3. 1977 Chevrolet Nova, SD-16-DCID	77,277	
4. 1977 Plymouth Fury, SD-1-FCID	93,723	

17

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 new unit is accepted and delivered to Fort Bend County.

	Year - Make	Mileage on 11/19/80	Bid Price
1.	1976 Buick LeSabre, SD-3-BCID	107,300	500.00
2.	1976 Buick LeSabre, SD-5-EW	108,200	500.00
3.	1977 Chevrolet, Nova, SD-16-DCID	77,277	500.00
4.	1977 Plymouth Fury, SD-1-FCID	93,723	500.00
5.	☒ 1977 Mercury Cougar, SD-10-FCID Burned wires - will be repaired per C.S. Upton	101,000	500.00
6.	1978 Ford L.T.D., SD-14-G	105,593	800.00
7.	1978 Ford L.T.D., SD-15-GP	150,000	800.00
8.	1978 Ford L.T.D., SD-22-GP	108,400	800.00
9.	1979 Ford L.T.D. II, SD-10-HP	71,132	100.00
10.	1979 Ford L.T.D. II, SD-4-HP	99,364	800.00
11.	1979 Ford L.T.D. II, SD-7-HP	100,095	800.00
12.	1979 Ford L.T.D. II, SD-8-HP	113,680	700.00
13.	1979 Ford L.T.D II, SD-9-HP	105,617	800.00
14.	1979 Ford L.T.D. II, SD-11-HP	105,777	800.00

NAME Charles Meyer

FIRM Rub Miller Ford Inc.

ADDRESS Rosenberg

TELEPHONE 342-5611 DATE 12/10/80

13

18 RE: CONSIDER ISSUING A RESOLUTION SUPPORTING A BILL IN THE STATE LEGISLATURE REQUIRING THE STATE TO PAY FOR COURT-APPOINTED COUNSEL IN CAPITAL CASES:

On Motion of Commissioner Tony Jebbia, seconded by Commissiner Johnnie Pustka, and duly passed, the court voted in favor of supporting a bill in the State Legislature requiring the State to pay for Court-appointed counsel in capital cases.

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19 RE: APPROVE 1ST QUARTER PAYMENT FOR 1981 OPERATING EXPENSES TO THE CENTRAL APPRAISAL DISTRICT OF FORT BEND COUNTY:

The Court postponed action on this until another court meeting.

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20 RE: APPROVE REQUESTS FOR TRANSFER OF LINE ITEMS IN 1980 BUDGET:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the requests for transfer of line items in 1980 budget for the follows:

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec., 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

13

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

SANITARY LANDFILL DEPT.	FROM	TO	INCREASE (DECREASE)
SOCIAL SECURITY	7275.11	6990.11	(285.00)
RETIREMENT	5992.78	5707.78	(285.00)
INSURANCE	5851.51	6421.51	570.00

DATE: Dec 22, 1980

DEPT HEAD: Christy Kubik

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

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NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote: 13

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

	DEPT.	FROM	TO	INCREASE (DECREASE)
JANITORIAL SERVICES	Salaries	49,786.80	54,178.74	4,391.94
	Ins.	4,000.00	4,800.00	800.00
	Supplies	8,000.00	4931.39 -0-	(3068.61)
	Lawn Equip	1,000.00	636.36 -0-	(363.64)
	Repairs	5,000.00	3833.90	(1166.10)
	Maint-Elev.	750.00	-0- 400.84	(349.16)
	Workmens Comp	2,235.96	1,985.96	(250.00)

DATE: 12-22-80

DEPT HEAD: Jodie Stavinoha

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

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NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Constable Pct. 3 DEPT.	FROM	TO	INCREASE (DECREASE)
Retirement	1055.14	1055.20	.06
Insurance	1427.45	1421.45	(.06)

DATE: _____

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

8

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

13

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

CONSTABLE PCT# 4 DEPT.	FROM	TO	INCREASE (DECREASE)
INSURANCE	1483.94	1478.08	(5.86)
SOCIAL SECURITY	1211.79	1214.55	2.76
RETIREMENT	1027.49	1030.59	3.10

DATE: _____

DEPT HEAD: _____

THE COUNTY OF FORT ~~BEND~~

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

328th Dist Judge DEPT.

	FROM	TO	INCREASE (DECREASE)
Postage	200.00	185.00	(15.00)
Stationery & Supplies	700.00	715.00	15.00

DATE: _____

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

10

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

JUVENILE BOARD DEPT.	FROM	TO	INCREASE (DECREASE)
INSURANCE	4250.66	4213.31	(37.35)
SALARIES	21496.08	21529.04	32.96
RETIREMENT	1504.73	1507.12	2.39
SOCIAL SECURITY	441.36	443.36	2.00

DATE: _____

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

13

11

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

J.P. PCT#2 DEPT.	FROM	TO	INCREASE (DECREASE)
STATIONERY & SUPPLIES	4000.00	3499.53	(500.47)
INSURANCE	3114.41	3614.88	500.47

DATE: _____

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

12

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

Fin/Eff
Ad Valorem #3

DEPT.	FROM	TO	INCREASE (DECREASE)
Estimated Ending Balance (Receipts above budget)	10,418.54	1,103.65	(9314.89)
Repair and parts	51,844.82	51,934.12	89.30
Road Material	329,967.28	337,757.81	7790.53
Gas and oil	64,195.76	65,630.82	1435.06

DATE: 12-22-80

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES:

the following amendment (s) to said budget are hereby authorized:

F/m 2/R
F/m/21

	DEPT.	FROM	TO	INCREASE (DECREASE)
Pct. 2 Fund	Lumber & hdwr.	80,000.00	77,000.00	(3,000.00)
	Repairs & Pts.	70,000.00	73,000.00	3,000.00

DATE: 12-17-80

DEPT HEAD: W. Lee Schmidt

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

CHARITY & WELFARE DEPT.	FROM	TO	INCREASE (DECREASE)
EXTRA HELP	400.00	127.52	(272.48)
INSURANCE	1025.20	1297.68	272.48

DATE: 12-22-80

DEPT HEAD: Jodie Stavinoha

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

VETERANS SERVICE OFFICER

DEPT.	FROM	TO	INCREASE (DECREASE)
OFFICE EXPENSE	600.00	368.66	(231.34)
SALARY	13863.84	13998.80	134.96
SOCIAL SECURITY	813.14	858.13	44.99
RETIREMENT	928.54	979.93	51.39

DATE: 12-22-80

DEPT. HEAD: Cherry J. Kaal

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

13

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

SHERIFF DEPT. DEPT.	FROM	TO	INCREASE (DECREASE)
INSURANCE	80946.29	76946.29	(4000.00)
RETIREMENT	70041.69	74041.69	4000.00

DATE: 12-22-80

DEPT HEAD: Pearl Ellett, Sheriff

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

13

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

COUNTY CLERK DEPT.	FROM	TO	INCREASE (DECREASE)
STATIONERY & SUPPLIES	18050.12	17375.43	(674.69)
MICROFILMING & INDEXING	60000.00	60674.69	674.69

DATE: 12/22/80

DEPT HEAD: Pearl Ellett

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Dist Court DEPT.	FROM	TO	INCREASE (DECREASE)
Grand Jury Bailiffs	1050.00	1050.25	.25
Admin. Ass.	1450.00	1449.75	(.25)
Petit Jurors	23,000.00	22,400.00	600.00
Law Books	1,200.00	600.00	(600.00)

DATE: 12/22/80

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

13

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Road and Bridge #3 DEPT.	FROM	TO	INCREASE (DECREASE)
Estimated Ending Balance(receipts above budget)	36,742.64	1622.46	(35,120.18)
Worker's Compensation	44,757.39	62186.17	17,428.78
Road Material	197,538.81	215230.21	17,691.40

DATE: 12-22-80

DEPT HEAD: Tony Jebbia

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha

JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec., 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proccedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Road and Bridge #3

DEPT.	FROM	TO	INCREASE (DECREASE)
Utilities	4750.00	3462.07	(1287.93)
Road Material	204539.50	197538.81	(7000.69)
Unemployment	2000.00	91.91	(1908.09)
Gas & Oil	29185.39	22798.17	(6387.22)
Wages	382960.00	393932.21	10972.21
Social Security	23607.70	25428.70	1821.00
Repairs & Parts	12524.07	12662.43	138.36
Retirement	26280.31	26689.23	408.92
Insurance	22685.70	25929.14	3243.44

DATE: 12-22-80

DEPT HEAD: Tony Jebbia

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

J.P. PCT.#1 DEPT.	FROM	TO	INCREASE (DECREASE)
RETIREMENT	2063.71	1899.33	(164.38)
SALARY SECY'S	16809.54	16964.48	154.94
SOCIAL SECURITY	1807.22	1816.66	9.44

DATE: 12-22-80

DEPT HEAD: C W Watson

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

COUNTY TREASURER DEPT.	FROM	TO	INCREASE (DECREASE)
EXTRA HELP	3000.00	2289.70	(710.30)
SALARIES	15272.87	15983.17	710.30
RETIREMENT	2992.21	2719.44	(272.77)
SALARIES	15983.17	16255.94	272.77
TRAVEL	1800.00	1783.29	(16.71)
SOCIAL SECURITY	2620.32	2637.03	16.71
POSTAGE	2000.00	1960.91	39.09

DATE: 12-22-80

DEPT HEAD: Rebekah Williams

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W Lee Schmidt and duly carried by the following vote:

13

AYES: _____

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Fair Grounds DEPT.	FROM	TO	INCREASE (DECREASE)
Salaries	14166.64	14078.40	(2824)
Expense	31600.00	31628.24	28.24

DATE: 12/22/80

DEPT HEAD: Hal Husbands

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

ANIMAL CONTROL DEPT.	FROM	TO	INCREASE (DECREASE)
OFFICE SUPPLIES	~~$400.00~~	~~$199.15~~	~~($200.85)~~
OPERATING EXPENSE	$8,500.00	$8,700.85	$200.85
SALARY	~~$~~31,194.60	$28,194.60	($3000.00)
OPERATING EXPENSE	$8,700.85	$11,700.85	$3000.00

DATE: ~~12-22-80~~

DEPT HEAD: Martha Rochester

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

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IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec., 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

Dist Clerk DEPT.

	FROM	TO	INCREASE (DECREASE)
DIST. CLERK -Salaries	54,387.91	~~54117.71~~ 53,387.91	~~270.00~~ ~~(550.00)~~
-Copy Rental	3,240.00	3,790.00	550.00
Stat a Sup	10 885.00	10,665.00	280.00

DATE: 12-19-80

DEPT HEAD: Irene Wleczyk

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha

JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

13

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES:

the following amendment (s) to said budget are hereby authorized:

Agriculture & Livestock DEPT.	FROM	TO	INCREASE (DECREASE)
Telephone	3,804.16	3,806.16	2.00
Stationery & Supplies	2,394.58	2,408.12	13.54
Demonstration Supplies	500.00	484.46	(15.54)

DATE: 12-22-80

DEPT HEAD:

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W.Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

20.

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Library DEPT.	FROM	TO	INCREASE (DECREASE)
utilities	19,100.00	19,106.51	6.51
Janitor Supplies	875.00	868.49	(6.51)

DATE: 12-23-80

DEPT HEAD: Lillie Stavinoha

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W.Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

28

13

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Drainage Dist. DEPT.	FROM	TO	INCREASE (DECREASE)
Bridge, Culvert, Fence Lumber & Hardware	106,812.13	103,962.13	(2850.00)
Workmens Comp	23,766.97	26,616.97	2850.00

DATE: _____

DEPT HEAD: [signature]

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

13

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 16 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

13

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Dist Court DEPT.	FROM	TO	INCREASE (DECREASE)
Judges Law Books	600.00	617.59	17.59
Stationery & Supplies	1,800.00	1782.41	(17.59)

DATE: _____

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

_____
Johnnie Pustka, COmm. Pct. 1

_____
W. Lee Schmidt, Comm. Pct. 2

_____
Tony Jebbia, Comm. Pct. 3

_____
Ed. Helwig, Comm. Pct. 4

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Sanitary Landfill DEPT.	FROM	TO	INCREASE (DECREASE)
Repairs & Parts	42,476.95	42483.95	7.00
Office Supplies	3,370.00	3,363.00	(7.00)

OK

DATE: _____

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Eilett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote: 13

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

DEPT.	FROM	TO	INCREASE ~~(DECREASE)~~
Ft. Bend Co. Child Welfare	Foster Care	Unclassified	$500.00
Foster Care	72,750.00	72,250.00	(500.00)
Unclassified Exp.	3,850.00	4,350.00	500.00

Susan Watkins
SUPERVISOR

OK

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: _____

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Health & Sanitation DEPT.	FROM	TO	INCREASE (DECREASE)
Janitor Supplies	1250.00	1271.09	21.09
Medicines	600.00	578.91	(21.09)

OK

DATE: _____

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

13

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

Child Support 67 DEPT.	FROM	TO	INCREASE (DECREASE)
Fidelity Position Insurance	2754.90 ✓	2754.24	(.66¢)
Soc Security	1469 36 ✓	1469.67	.31¢
Retirement	1677 90 ✓	1678.25	35¢

OK

DATE: _____

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

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20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec., 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

13

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Sheriff's Dept DEPT.	FROM	TO	INCREASE (DECREASE)
Cars	52,440.00	52,505.41	65.41
Police Eqpt	15,000.00	14,934.59	(65.41)

DATE: _____

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec., 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

13

the following amendment (s) to said budget are hereby authorized:

Ambulance DEPT.	FROM	TO	INCREASE (DECREASE)
Salary-Drivers and Mechanic	266,694.92	266,818.37	123.55
Salary Sec'y	7,243.19	7,119.64	(123.55)

DATE: _____

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

13

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W. Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

Drainage Dist DEPT.

	FROM	TO	INCREASE (DECREASE)
Unemployment Comp.	45100	1268.10 ✓	(3231.90)
County Portion Insurance	40,0000	43231.90 ✓	3231.90

DATE: _____

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

W. Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, Comm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

20

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1980

On this the 22 day of Dec, 1980, at a Special Session of the Commissioners' Court the following members being present:

Jodie Stavinoha	COUNTY JUDGE
Johnnie Pustka	COMMISSIONER PRECINCT NO. 1
W. Lee Schmidt	COMMISSIONER PRECINCT NO. 2
Tony Jebbia	COMMISSIONER PRECINCT NO. 3
Ed Helwig	COMMISSIONER PRECINCT NO. 4
Pearl Ellett	COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on November 1, 1979, the Court heard and approved a budget for the year 1980 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1980, adopted November 1, 1979;

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner Tony Jebbia seconded by Commissioner W Lee Schmidt and duly carried by the following vote:

AYES: 4

NAYES: _____

the following amendment (s) to said budget are hereby authorized:

District Court DEPT.	FROM	TO	INCREASE (DECREASE)
Petit Juror	23,600	23,716.00	116.00
Jury Commissioners	200.00	84.00	(116.00)

DATE: 12/30/80

DEPT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOHA, COUNTY JUDGE

W.Lee Schmidt, Comm. Pct. 2

Johnnie Pustka, COmm. Pct. 1

Tony Jebbia, Comm. Pct. 3

Ed. Helwig, Comm. Pct. 4

13

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21 RE: AMEND THE BUDGET OF THE DEPARTMENT OF PUBLIC SAFETY:

ON Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized to amend the budget of the Department of Public Safety budget in the amount of $136.87 for the Secretary account, to be paid for out of the anticipated ending balance of 1980.

---

22 RE ADOPT A RESOLUTION APPROVING ISSUANCE OF BONDS FOR STRAUS SYSTEMS, INC. AS RECOMMENDED BY THE FORT BEND COUNTY IDUSTRIAL DEVELOPMENT BOARD:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court approved the Resolution approving issuance of bonds by the Fort Bend County Industrial Development Corporation to finance a project for Straus Systems, Inc.. Resolution as follows:

13

RESOLUTION OF THE COMMISSIONERS COURT APPROVING THE ISSUANCE OF BONDS BY THE FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION TO FINANCE A PROJECT FOR STRAUS SYSTEMS, INC.

WHEREAS, by resolution the Commissioners Court (the "Governing Body") of Fort Bend County (the "Unit"), authorized and approved the creation of the Fort Bend County Industrial Development Corporation (the "Corporation") as a nonprofit industrial development corporation under the provisions of the Development Corporation Act of 1979, Article 5190.6, Vernon's Annotated Texas Civil Statutes (the "Act"); and

WHEREAS, by resolution adopted on April 21, 1980, the Governing Body approved that certain Resolution Taking Affirmative Official Action Towards the Issuance of Bonds to Finance a Project for Straus Systems, Inc., adopted by the Corporation on April 10, 1980 (the "Official Action Resolution"), which Official Action Resolution authorized the issuance of industrial development revenue bonds by the Corporation to finance the cost of facilities to accomplish the specific public purpose for which the Corporation was created; and

WHEREAS, in accordance with the terms of the Official Action Resolution, the Corporation now desires to sell and provide for the issuance and sale of its $2,130,000 Industrial Development Revenue Bonds, Series 1980 (Straus Systems, Inc., Project) (the "Bonds"), by adopting a resolution substantially in the form attached hereto as Exhibit "A" (the "Bond Resolution"); and

WHEREAS, the Act provides that the Governing Body must, by written resolution adopted no more than sixty (60) days prior to the date of the sale of the Bonds, specifically approve the resolution of the Corporation providing for the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, THAT:

The Bond Resolution of the Corporation providing for the sale and issuance of the Bonds, substantially in the form attached hereto as Exhibit "A", is hereby approved.

PASSED AND APPROVED this 22nd day of December, 1980.

(BOND RESOLUTION AND EXIBITS RECORDED IN THE MINUTES IN FULL)

22

RESOLUTION OF FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION
AUTHORIZING ISSUANCE OF BONDS AND APPROVING DOCUMENTS

WHEREAS, the Development Corporation Act of 1979, Article 5190.6, Vernon's Annotated Texas Civil Statutes (the "Act"), authorizes and empowers the Fort Bend County Industrial Development Corporation (the "Corporation") to issue revenue bonds on behalf of Fort Bend County (the "Unit"), to finance the cost of projects comprising land, buildings, equipment, facilities and improvements, found by the Board of Directors of the Corporation (the "Board") to be required or suitable for the promotion of commercial or industrial development and expansion, for the promotion of employment, or for use by commercial, manufacturing or industrial enterprises; and

WHEREAS, the Board adopted on April 10, 1980, a certain Resolution Taking Affirmative Official Action Towards the Issuance of Bonds to Finance a Project for Straus Systems, Inc., a Texas corporation (the "User"), and a wholly owned subsidiary of Jetero Corporation, a Texas corporation (the "Guarantor"), whereby the Corporation agreed to provide for the financing of the cost of the User's project (the "Project") which was initially described in Exhibit "A" to said Resolution and is more fully described in Exhibits A and B to the Loan Agreement between the Corporation and the User referenced below, in accordance with the provisions of the Act; and

13

WHEREAS, for purposes of financing the cost of the Project, the Corporation now desires (i) to authorize the issuance of its Industrial Development Revenue Bonds, Series 1980 (Straus Systems, Inc., Project) (the "Bonds"), in the maximum aggregate principal amount of $2,130,000, pursuant to the terms and provisions of a trust indenture, (ii) to provide for the sale of the Bonds to the purchaser described herein, (iii) to provide for the payment of the principal of and premium, if any, and interest on the Bonds with revenues derived from the loan of proceeds of the sale of the Bonds (except for any amount representing accrued interest on the Bonds) to the User to finance the costs of the Project pursuant to the terms and provisions of a loan agreement and (iv) to take and authorize certain other actions in connection with the foregoing; and

WHEREAS, on December 22, 1980, the governing body of the Unit adopted a written resolution specifically approving this resolution of the Corporation providing for the issuance of the Bonds; and

22

WHEREAS, the Board has examined proposed forms of a trust indenture, a loan agreement, a collateral assignment and security agreement and a letter of representation, all comprising a part of this resolution, and the Board finds that the form and substance of such documents are satisfactory and the recitals and findings contained therein are true, correct and complete and hereby adopts and incorporates by reference such recitals and findings as if set forth in full in this resolution, and finds that it is in the best interest of the public and the Corporation and assists in carrying out the public purpose of the Corporation and of the Act to authorize the execution and delivery of such documents; and

WHEREAS, the Board has examined the proposed form of a guarantee agreement pursuant to which the Guarantor will irrevocably and unconditionally guarantee the full and prompt payment of the principal of and premium, if any, and interest on the Bonds to the extent set forth in said guarantee agreement, comprising a part of this resolution, and the Board finds the form and substance of such document is satisfactory, and that the agreements of the Guarantor contained therein constitute a material inducement to the Corporation to issue and sell the Bonds and in reliance upon such agreement of the Guarantor, the Board is willing to adopt this resolution and authorize the actions to be taken hereby; and

13

WHEREAS, the Board has examined the proposed form of a deed of trust, security agreement, assignment of rents and financing statement from the User to Alexander C. Baker, as mortgage trustee, for the benefit of the Corporation, and the Board finds the form and substance of such document is satisfactory;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION, THAT:

1. The Corporation hereby authorizes and directs the issuance of the Bonds in the maximum aggregate principal amount of $2,130,000, in accordance with a trust indenture substantially in the form of the Trust Indenture, dated as of December 1, 1980 (the "Indenture"), by and between the Corporation and First City National Bank of Houston, as trustee (the "Trustee"), attached to this resolution as Exhibit A, the form, terms and provisions of such Indenture and the Bonds being hereby authorized and approved, and the President and Vice President of the Corporation are hereby severally authorized and directed to execute and deliver such Indenture and the Bonds on behalf of the Corporation, and the Secretary of the Corporation is hereby authorized to attest and affix the Corporation's seal thereto, with such changes therein as the officers executing the same may approve, such approval to be conclusively evidenced by such execution thereof.

2. The loan of the proceeds of the sale of the Bonds (except for any amount representing accrued interest on the Bonds) by the Corporation to the User in order to provide financing of the costs of acquiring and constructing the Project shall be effected pursuant to the terms and provisions of a loan agreement substantially in the form of the Loan Agreement, dated as of December 1, 1980 (the "Loan Agreement"), by and between the Corporation and the User, attached to this resolution as Exhibit B, the form, terms and provisions of such Loan Agreement being hereby authorized and approved, and the President and the Vice President of the Corporation are hereby severally authorized and directed to execute and deliver such Loan Agreement on behalf of the Corporation, and the Secretary of the Corporation is hereby authorized to attest and affix the Corporation's seal thereto, with such changes therein as the officers executing the same may approve, such approval to be conclusively evidenced by such execution thereof.

3. As a condition to the actions authorized in Paragraphs 1 and 2 of this resolution, the Guarantor shall have executed and delivered to the Trustee a guarantee agreement substantially in the form of the Guarantee Agreement, dated as of December 1, 1980 (the "Guarantee Agreement"), between the Trustee and the Guarantor, attached to this resolution as Exhibit C, and the User shall have executed a deed of trust, security agreement, assignment of rents and financing statement substantially in the form of the Deed of Trust, Security Agreement, Assignment of Rents and Financing Statement, dated as of December 1, 1980 (the "Mortgage"), from the User to Alexander C. Baker, as mortgage trustee, for the benefit of the Corporation, attached to this resolution as Exhibit D, the form, terms and provisions thereof being hereby authorized and approved.

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4. The assignment of the Corporation's rights under the Mortgage to the Trustee for the benefit of the holders of the Bonds shall be effected pursuant to the terms and provisions of a collateral assignment and security agreement substantially in the form of the Collateral Assignment and Security Agreement, dated as of December 1, 1980 (the "Assignment"), from the Corporation to the Trustee, attached to this resolution as Exhibit E, the form, terms and provisions of such Assignment being hereby authorized and approved, and the President and the Vice President of the Corporation are hereby severally authorized and directed to execute and deliver such Assignment on behalf of the Corporation, and the Secretary is hereby authorized to attest and affix the Corporation's seal thereto, with such changes therein as the officers executing the same may approve, such approval to be conclusively evidenced by such execution thereof.

5. The sale and delivery of the Bonds by the Corporation to First City National Bank of Houston (the "Purchaser"), at the par value thereof, is hereby authorized and approved.

6. The actions and obligations authorized in Paragraphs 1 through 5 of this resolution shall be subject to and conditioned upon the receipt by the Corporation, at the Closing Date, of (i) a letter of representation from the Guarantor and the User, duly authorized and executed by the Guarantor and the User, substantially in the form of the Letter of Representation, dated the Closing Date (the "Letter of Representation") attached to this resolution as Exhibit F, the form, terms and provisions of such Letter of Representation being hereby authorized and approved and the President and the Vice President of the Corporation are hereby severally authorized to signify the Corporation's acceptance and confirmation of such Letter of Representation by executing the same on behalf of the Corporation in multiple counterparts; (ii) an investment letter, duly authorized and executed by the Purchaser, substantially in the form of the Investment Letter, dated the Closing Date (the "Investment Letter"), attached to this resolution as Exhibit G, the form, terms and provisions of such Investment Letter being hereby authorized and approved; (iii) a certificate from a representative of the Texas Industrial Commission (the "Commission"), acting on behalf of the Commission, evidencing final approval of the Loan Agreement; (iv) the purchase price for the Bonds; and (v) such opinions, evidences, certificates, instruments or other documents as shall be requested by the Corporation's Counsel or by Bond Counsel, to evidence due performance or satisfaction by the User and the Guarantor at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by it.

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7. All of the terms and provisions of the documents attached as Exhibits A through G to this resolution shall be and the same hereby are made a part of this resolution.

8. The officers, employees and agents of the Corporation, and each of them, shall be and each is expressly authorized, empowered and directed from time to time and at any time to do and perform all acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Corporation all certificates, financing statements, instruments and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this resolution and of the Bonds to be issued hereunder, as well as the terms and provisions of the Indenture, the Mortgage, the Assignment, the Guarantee Agreement, the Letter of Representation and the Loan Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument or other paper.

9. The officers of the Corporation (with the assistance of the User) shall prepare a final transcript of the proceedings relating to the authorization, issuance, sale and delivery of the Bonds, which

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transcript shall be submitted to the Commission within thirty (30) days after the Closing Date.

10. The Corporation hereby elects to have Section 103(b)(6)(D) of the Internal Revenue Code of 1954, as amended, and the regulations promulgated thereunder, apply to the Bonds, and the President and Secretary of the Corporation are hereby severally authorized and directed to execute and deliver a statement to the Internal Revenue Service to the effect that the Corporation has so elected, and to deliver a copy of such statement to the Purchaser, the User and the Guarantor.

11. This resolution shall take effect and be in full force and effect upon and after its passage.

PASSED AND APPROVED this 22 day of December, 1980.

EXHIBITS:

A - Trust Indenture
B - Loan Agreement
C - Guarantee Agreement
D - Deed of Trust, Security Agreement, Assignment of Rents and Financing Statement
E - Collateral Assignment and Security Agreement
F - Letter of Representation
G - Investment Letter

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Document No. 2.2

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EXHIBIT A

FORT BEND COUNTY
INDUSTRIAL DEVELOPMENT CORPORATION

TO

FIRST CITY NATIONAL BANK OF HOUSTON

As Trustee

TRUST INDENTURE

securing

Fort Bend County Industrial Development Corporation
$2,130,000
Industrial Development Revenue Bonds
Series 1980
(Straus Systems, Inc., Project)

Dated as of

December 1, 1980

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TRUST INDENTURE

by and between

FORT BEND COUNTY
INDUSTRIAL DEVELOPMENT CORPORATION

and

FIRST CITY NATIONAL BANK OF HOUSTON

As Trustee

THIS TRUST INDENTURE, dated as of December 1, 1980 (together with any amendments or supplements hereto, called this "Indenture"), by and between FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION, a nonprofit industrial development corporation created and existing under the Act (as hereinafter defined), and FIRST CITY NATIONAL BANK OF HOUSTON, a national banking association with its principal corporate trust office located in Houston, Texas, as trustee (together with any permitted successor or assign in such capacity, the "Trustee"),

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W I T N E S S E T H:

WHEREAS, the Act authorizes and empowers the Corporation (as hereinafter defined) to issue revenue bonds, on behalf of the Unit (as hereinafter defined), to finance the cost of projects comprising land, buildings, equipment, facilities and improvements (one or more) found by the Board (as hereinafter defined) to be required or suitable for the promotion of commercial or industrial development and expansion, for the promotion of employment or for use by commercial, manufacturing or industrial enterprises; and

WHEREAS, in order to finance the cost of such projects, the Corporation is authorized by the Act to issue revenue bonds payable from the revenues derived from repayment of loans made to users of such projects; and

WHEREAS, the User (as hereinafter defined) has heretofore acquired certain real property interests in the Site (as hereinafter defined) and the completed and partially completed Facilities (as hereinafter defined) located thereon; and

WHEREAS, the Corporation has entered into the Agreement (as hereinafter defined) with the User, providing for (i) a loan from the Corpora-

tion to the User to provide financing for the acquisition of the Project (as hereinafter defined), (ii) the revision from time to time of the Project and (iii) the repayment of such loan by the User; and

WHEREAS, contemporaneously with the execution of the Agreement, the User has executed that certain Deed of Trust, Security Agreement, Assignment of Rents and Financing Statement, dated as of the date hereof (together with any amendments or supplements thereto, the "Mortgage"), pursuant to which the User bargained, sold, granted, conveyed, transferred, mortgaged, pledged and assigned to Alexander C. Baker, as mortgage trustee, for the use and benefit of the Corporation, and further granted unto the Corporation a security interest in, the Project and certain other properties of the User, in order to secure the payment of the Loan Payments (as hereinafter defined) on the Note (as hereinafter defined), according to its tenor and effect, and certain other indebtedness of the User and the performance and observance by the User of all the covenants expressed or implied in the Mortgage, in the Agreement and in the Note; and

WHEREAS, the Guarantor (as hereinafter defined), being the owner of all of the outstanding capital stock of the User, has agreed with the Trustee in the Guarantee Agreement (as hereinafter defined) to guarantee payment of the principal of and premium, if any, and interest on the Bonds; and

WHEREAS, in order to provide funds for the Corporation to loan to the User, the Corporation now proposes to issue its Industrial Development Revenue Bonds, Series 1980 (Straus Systems, Inc., Project), in the aggregate principal amount of $2,130,000, pursuant to this Indenture and in accordance with a resolution duly adopted by the Board; and

WHEREAS, contemporaneously with the execution of this Indenture and the Agreement, the Corporation has executed that certain Collateral Assignment and Security Agreement, dated as of the date hereof (together with any amendments or supplements thereto, the "Collateral Assignment"), pursuant to which the Corporation has conveyed, assigned, transferred and delivered and granted a security interest to the Trustee in the Note and all rights, titles, interests, estates, real and personal property, liens, privileges, claims and demands and equities existing and to exist in connection with or as security for payment of the Note including its rights, titles and interests arising under the Agreement or the Mortgage in order to secure payment of the Bonds (as hereinafter defined) according to their tenor and effect and the performance by the Corporation of all the covenants expressed or implied herein, therein and in the Bonds; and

WHEREAS, the Corporation also desires to provide for the issuance from time to time in the future of Additional Bonds (as hereinafter defined) for the purpose of defraying the costs of completing, enlarging, improving or expanding the Project or refunding any Original Bonds (as hereinafter defined) or series of Additional Bonds theretofore issued and outstanding under this Indenture; and

WHEREAS, all things necessary to make the Original Bonds, when issued, executed and delivered by the Corporation and authenticated by the Trustee pursuant to this Indenture, the valid, legal and binding limited obligations of the Corporation, and to constitute this Indenture a valid pledge of certain income and revenues derived from repayment of the loan for the payment of the principal of and premium, if any, and interest on the Bonds (as hereinafter defined) authenticated and delivered under this Indenture have been performed and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Original Bonds, subject to the terms hereof, have in all respects been duly authorized;

(End of recitals)

NOW, THEREFORE:

The Corporation, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the holders thereof and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and premium, if any, and interest on the Bonds according to their tenor and effect and the performance and observance by the Corporation of all the covenants expressed or implied herein and in the Bonds, does hereby grant, convey, pledge and assign to the Trustee, and to its successors in trust, the following (herein called the "Trust Estate"):

First, all of the Corporation's right, title and interest in and to the amounts (whether or not by virtue of the Loan Payments [as hereinafter defined] payable under the Agreement) required from time to time to be deposited in or credited to the account of the Debt Service Fund (as hereinafter defined) in accordance with the Agreement, the Guarantee Agreement and this Indenture together in each case with any investments and reinvestments made with such amounts and moneys and the proceeds thereof; and

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Second, subject to the proviso below, all of the Corporation's right, title and interest in and to the Agreement, the Mortgage and the Note, together with all rights, powers, privileges, options and other benefits of the Corporation therein contained, including, but without limiting the generality of the foregoing, the right to enforce against the User all obligations of the User arising under the Agreement and the Note and all rights, titles, interests, liens, privileges, claims and demands and equities existing or to exist with or as security for payment of the Note and the indebtedness evidenced thereby, including (but not limited to) those covering the Facilities and the Site created by the Mortgage and all amounts, if any, to be received under and pursuant to the Agreement and the Note other than (a) those described in the First Granting Clause above, (b) any moneys to which the Corporation may be entitled under the Agreement for the purposes set forth in Sections 3.3(a) and 8.1 of the Agreement, and (c) amounts paid to the Corporation in reimbursement of expenses incurred by it pursuant to the Agreement and the Note; and

Third, subject to the proviso below, any and all property of every kind or description (including, without limitation, cash, bonds, stocks, obligations and other securities or evidence thereof) which may from time to time hereafter be

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sold, transferred, conveyed, assigned, hypothecated, endorsed, deposited, pledged, mortgaged, granted or delivered to, or deposited with, the Trustee as additional security hereunder by the Corporation or anyone on its behalf or with its written consent, or which pursuant to any of the provisions hereof or of the Agreement may come into the possession or control of the Trustee, or of a receiver lawfully appointed pursuant to Article IX hereof or Section 10.2 of the Agreement, as such additional security; and the Trustee is hereby authorized to receive any and all such property as and for additional security for the payment of the Bonds and coupons appertaining thereto, if any, and to hold and apply all such property subject to the terms hereof.

TO HAVE AND TO HOLD the Trust Estate, whether now owned or held or hereafter acquired, unto the Trustee, its successors and assigns, forever.

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit and security of all present and future holders of the Bonds and interest coupons, if any, appertaining thereto without preference of any Bond or coupon over any other, and for enforcement of the payment of the Bonds and interest coupons appertaining thereto, in accordance with their terms, and all other sums payable hereunder or on the Bonds and for the performance of and compliance with the obligations, covenants and conditions of this Indenture, as if all the Bonds at any time outstanding had been authenticated, executed and delivered simultaneously with the execution and delivery of this Indenture, all as herein set forth.

PROVIDED, HOWEVER, that the grant, conveyance, pledge and assignment made in the Second and Third Granting Clauses of this Indenture, which are intended for the aforesaid security purposes only, shall in no way affect, impair or diminish the Corporation's obligations under the Agreement, nor shall any such obligations be imposed upon the Trustee, and, except as otherwise provided in the remaining provisions of this Indenture, nothing in the Granting Clauses of this Indenture shall prohibit the Corporation from bringing any actions or proceedings for the enforcement of the obligations of the User under the Agreement except the obligations of the User with respect to the amounts and moneys referred to in the First Granting Clause of this Indenture (the Corporation having in such First Granting Clause absolutely and irrevocably assigned to the Trustee all right, title and interest to such amounts and moneys) and except that nothing in this proviso shall prejudice the rights of the Trustee under Articles IX and X hereof.

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IT IS HEREBY COVENANTED, DECLARED AND AGREED that this Indenture creates a continuing lien on the Trust Estate equally and ratably to secure the payment in full of the principal of and premium, if any, and interest on all Bonds which may, from time to time, be outstanding hereunder, and that the Bonds are to be issued, authenticated and delivered, and that the Trust Estate is to be held, dealt with and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Indenture, as follows:

(Next page commences with Article I)

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 101. Definitions. (a) The following terms shall have the meanings assigned to them in the Agreement whenever they are used in this Indenture, unless the context clearly otherwise requires. Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa.

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"Act"

"Additional Bonds"

"Board"

"Bond" or "Bonds"

"Closing Date"

"Code"

"Completion Date"

"Corporation"

"Determination of Taxability"

"Event of Taxability"

"Facilities"

"Governing Body"

"Government Obligations"

"Guarantee Agreement"

"Guarantor"

"Insubstantial Amount"

"Loan Payments"

"maximum nonusurious interest rate"

"Mortgage"

"Note"

"opinion of counsel"

"Original Bonds"

"Original Proceeds"

"person"

"Project"

"Qualifying Costs"

"Site"

"State"

"Trustee"

"Unit"

"User"

(b) The following terms shall have the meanings assigned to them below whenever they are used in this Indenture:

"affiliate" of any person means any person which controls, is controlled by or is under common control with such person.

"Agreement" means that certain Loan Agreement between the Fort Bend County Industrial Development Corporation and , dated the date of this Indenture, together with any amendments or supplements thereto.

"Bondholder" or "holder" means the bearer of any coupon Bond not registered as to principal or registered as to principal to bearer, the registered owner of any coupon Bond registered as to principal other than to bearer and the registered owner of any fully registered Bond. The word "holder" when used with reference to a coupon shall mean the bearer of such coupon.

"Collateral Assignment" is defined in the recitals of this Indenture.

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"Construction Fund" is defined in Section 501 of this Indenture.

"Co-Paying Agent" means any co-paying agent appointed in accordance with the provisions of this Indenture. Notwithstanding anything to the contrary herein, there is no Co-Paying Agent being initially appointed in this Indenture.

"Debt Service Fund" is defined in Section 601 of this Indenture.

"Eligible Securities" means the following obligations or securities, maturing or redeemable at the option of the Trustee, or marketable prior to the maturities thereof, at such time or times as to enable disbursements to be made from the Construction Fund and the Debt Service Fund in accordance with the terms hereof:

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(a) direct obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America;

(b) interest-bearing deposit accounts (which may be represented by certificates of deposit) and banker's acceptances (whose maturity value shall not be greater than 1/25 of the capital and surplus of the accepting bank) of one or more national or state banks (which may include the Trustee), each having a combined capital and surplus of not less than $25,000,000; or commercial paper rated P-1 or P-2 by Moody's Investors Service, Inc., or A-1 or A-2 by Standard and Poor's Corporation;

(c) bonds, debentures, notes or other evidences of indebtedness issued by any of the following federal agencies: Bank for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Banks; the United States Postal Service; the Government National Mortgage Association; the Tennessee Valley Authority; or any agency or instrumentality of the United States which shall be established for the purpose of acquiring the obligations of any of the foregoing or otherwise providing financing therefor;

(d) new Housing Authority Bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an Annual Contributions Contract or Contracts with the United States of America; or Project Notes issued by public agencies or municipalities, in each case fully secured

as to the payment of both principal and interest by a requisition or payment agreement with the United States of America; and

(e) direct and general obligations of any state of the United States, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under the Indenture, such obligations are rated in any of the three highest rating categories by Moody's Investors Service, Inc., or Standard and Poor's Corporation.

For the purposes of this definition, obligations issued or held in the name of the Trustee in book-entry form on the books of the Department of Treasury of the United States shall be deemed to be deposited with the Trustee. All such investments shall at all times be a part of the fund (the Construction Fund or the Debt Service Fund, as the case may be) from where the moneys used to acquire such investments shall have come, and (except as otherwise provided under Section 503 of this Indenture) all income and profits on such investments shall be credited to, and all losses thereon shall be charged against, such fund. The Trustee may, as directed by the User, make any and all such investments through its own bond department.

"events of default" are defined in Section 901 of this Indenture.

"Indenture" means this instrument, together with any amendments or supplements hereto.

"outstanding" when used with respect to the Bonds means, as of the date of determination, all Bonds theretofore authenticated and delivered under this Indenture, except

(i) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation pursuant to this Indenture;

(ii) Bonds for whose payment or prepayment money in the necessary amount has theretofore been deposited with the Trustee in trust for the holders of the Bonds pursuant to this Indenture, provided that, if such Bonds are to be prepaid, notice of such prepayment has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made; and

(iii) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture;

provided, however, that in determining whether the holders of the requisite principal amount of Bonds outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds owned by the Corporation, the Guarantor, the User or any affiliate of the User or the Guarantor shall be disregarded and deemed not to be outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. Bonds so owned which may have been pledged in good faith may be regarded as outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Corporation, the Guarantor, the User or any affiliate of the User.

"Trust Estate" is defined in the Granting Clauses of this Indenture.

Section 102. Interpretations. The table of contents and article and section headings of this Indenture are for reference purposes only and shall not affect its interpretation in any respect.

(End of Article I)

ARTICLE II

AUTHORIZED AMOUNT OF BONDS; THE BONDS; ADDITIONAL BONDS

Section 201. Authorized Amount of Bonds. The total authorized amount of Original Bonds which shall be issued under the provisions of this Indenture is $2,130,000. Additional Bonds on a parity with and in addition to those initially issued may be issued pursuant to this Article II.

Section 202. Designation, Numbering, Date, Maturity, Interest on the Original Bonds. The initial series of Bonds which may be issued under this Indenture consists of the Original Bonds. Each of the Original Bonds shall be designated FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION, Industrial Development Revenue Bond, Series 1980 (Straus Systems, Inc., Project). Unless the Corporation shall otherwise direct, the Original Bonds in coupon form shall be numbered separately from 1 upward and in fully registered form from FR-1 upward.

The Original Bonds shall be issued initially in the form of one fully registered Original Bond and shall be dated as of the Closing Date. Any fully registered Original Bonds issued on or subsequent to the first interest payment date thereof, including any fully registered Original Bond issued in exchange for coupon Bond(s) or in replacement of any mutilated, destroyed, lost or stolen Bond or issued upon the transfer of any Bond or the redemption in part of any fully registered Bond, shall be dated as of the interest payment date next preceding the date on which it is issued, unless issued on an interest payment date, in which case the fully registered Original Bond will be dated as of such date of issue. However, if at the time of issuance of any fully registered Original Bond, interest is in default on the Original Bond in exchange or replacement for which or upon transfer or redemption of which such Original Bond was issued, such Original Bond shall be dated as of the date to which interest has been paid in full.

The Original Bonds shall bear interest at the rate of ten per centum (10%) per annum from their date until paid; interest on the Original Bonds shall be payable semi-annually on January 1 and July 1 of each year, with the first interest payment to be made on July 1, 1981; and shall mature on January 1, 1993, but subject to the redemption provisions of Article IV of this Indenture.

Section 203. Denomination of the Original Bonds. The initially issued Original Bond shall be in the denomination of $2,130,000. Original Bonds subsequently issued in fully registered form shall be in the denomination of not less than $5,000. Original Bonds issued in coupon form shall be in the denomination of $5,000, registrable as to principal only.

Section 204. Payment of the Original Bonds. Principal of and premium, if any, and interest on the Original Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Trustee, which is hereby appointed the paying agent (or at the corporate trust office of any successor Trustee and paying agent under this Indenture); provided, however, that interest on fully registered Bonds shall be payable by check as provided in Article III of this Indenture and principal of fully registered Original Bonds shall be payable only at the principal corporate trust office of the Trustee.

Section 205. Form of the Original Bonds. The Original Bonds may be issued in coupon or fully registered form or in both forms as requested by the purchasers of the Original Bonds. The coupon Original Bonds and the coupons appertaining thereto and the fully registered Original Bonds shall be substantially in the form set forth in Exhibit A with such appropriate variations, omissions and insertions as are customary or as are permitted or required by this Indenture and may have such letters, numbers or other marks of identification as may be consistent herewith and determined by the officers executing such Original Bonds, as evidenced by their signing of the Original Bonds.

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Section 206. Delivery of the Original Bonds. Upon the execution and delivery of this Indenture, the Corporation shall execute and deliver to the Trustee the Original Bonds in the initial aggregate amount set forth in Section 201 of this Indenture and the Trustee shall authenticate the Original Bonds and deliver them to the purchasers thereof as directed by the Corporation in accordance with the provisions of this Section 206.

Prior to the delivery by the Trustee of any of the Original Bonds, there shall be delivered to the Trustee:

(a) A copy, duly certified by an officer of the Corporation, of the resolution or resolutions adopted and approved by the Board authorizing the execution and delivery of the Agreement, the Collateral Assignment and this Indenture, and authorizing the issuance, execution and delivery of the Original Bonds;

(b) An original executed counterpart of the Agreement, the Guarantee Agreement, this Indenture, the Mortgage, the Collateral Assignment and the Note endorsed by the Corporation to the Trustee without recourse; and

(c) A written certificate to the Trustee, signed on behalf of the Corporation by an officer of the Corporation requesting and authorizing the Trustee to authenticate and deliver the Original Bonds in the original aggregate principal amount set forth in Section 201 of this Indenture to the original purchaser(s) upon

payment to the Trustee for deposit in the Construction Fund and the Debt Service Fund of the respective sums specified in such request, which sums shall be determined in accordance with Section 207 hereof.

Section 207. Disposition of Proceeds of Sale of the Original Bonds. When the documents described in the preceding Section 206 shall have been delivered to the Trustee and the Trustee has authenticated the Original Bonds, the Trustee shall deliver such Original Bonds upon the order of the original purchaser(s) named in the certificate mentioned in Subsection (c) of said Section 206 and the payment of the sum specified in such certificate as the purchase price of the Original Bonds in immediately available funds.

The proceeds of the sale of the Original Bonds shall be applied by the Trustee as follows:

(a) the amount received as accrued interest on the Original Bonds shall be deposited in the Debt Service Fund; and

(b) the balance of the proceeds of the sale of the Original Bonds shall be deposited in the Construction Fund, which deposit shall constitute a loan of such proceeds to the User, and shall be disbursed as provided in the Agreement.

Section 208. Authorization of Additional Bonds. Subsequent to the issuance and delivery of the Original Bonds, one or more series of Additional Bonds may be authenticated and delivered by the Trustee for the purpose of financing the cost of (i) completing the Project; (ii) providing enlargements, improvements or expansions of the Project; or (iii) refunding any Original Bonds or series of Additional Bonds theretofore issued and outstanding under this Indenture to the extent permitted by law.

Section 209. Issuance of Additional Bonds. Additional Bonds may be issued, executed and delivered at any time and from time to time in one or more series, upon such terms and conditions with respect to form, denomination, interest rate, maturity date, mandatory and optional redemption and sinking fund provisions (all of which may differ from the terms and conditions with respect thereto applicable to the Original Bonds or any other series of Additional Bonds) and otherwise not inconsistent with this Indenture as may then be permitted by law and as shall be provided in the proceedings of the Corporation whereunder such Additional Bonds are authorized. The Corporation may execute and deliver to the Trustee, and the Trustee shall thereupon authenticate, such Additional Bonds and deliver them to such purchaser(s) as may be directed by the Corporation; provided, however, that, prior to such authentication and delivery, there shall have been delivered to the Trustee:

(a) a copy, duly certified by an officer of the Corporation, of the resolution or resolutions adopted and approved by the Board authorizing the issuance of such Additional Bonds and the execution and delivery of an indenture supplemental to this Indenture providing for the terms and conditions upon which they shall be issued, together with a counterpart executed by the Corporation and the Trustee of such supplemental indenture;

(b) a copy, duly certified by an officer of the Unit, of the resolution or resolutions adopted and approved by the Governing Body approving the resolution or resolutions of the Board pursuant to Subsection (a) above;

(c) an executed counterpart of an amendment or supplement of the Agreement and the Note, the Mortgage and the Collateral Assignment, effective on or before the date of issuance of such Additional Bonds, making all or whichever of the following modifications the Trustee deems necessary to provide for the disposition of the proceeds of the sale of such Additional Bonds and the payment by the User of amounts sufficient to pay the principal of and premium, if any, and interest on such Additional Bonds: (i) increasing or adjusting the aggregate amount of the Loan Payments, or other sums, payable under the Agreement and the Note to an amount sufficient to pay, as and when the same matures or becomes due, the principal of and premium, if any, and interest on all outstanding Bonds, including such Additional Bonds (except to such extent as the same may be paid out of moneys in the Debt Service Fund or otherwise on deposit with the Trustee in accordance with the Indenture as then supplemented), and (ii) providing for the disposition of the proceeds of the sale of such Additional Bonds, which shall be, if such Additional Bonds are not issued for refunding purposes, the acquisition, construction, equipping or improvement of or additions to the Facilities and additions to the Site, the financing of all or part of which is to be effected by the issuance and sale of such Additional Bonds, and (iii) providing for the securing of the additional obligations of the User under the Agreement and the Note by the Mortgage and for the securing of the Additional Bonds by the Collateral Assignment;

(d) an opinion of counsel to the User to the effect that the amendment or supplement to the Agreement and the Note referred to in Subsection (c) above has been duly authorized, executed and delivered by the User and that the Agreement and the Note, as so amended or supplemented, constitute legal, valid and binding obligations of the User enforceable against the User in accordance with their respective terms, except as enforceability may be limited by bankruptcy, moratorium or similar laws of general applicability;

(e) a written statement signed by an officer of the User (i) approving the issuance and delivery of such Additional Bonds, and (ii) certifying that there then exists no "event of default" under the Agreement and, to its best knowledge, that there is no event of default under this Indenture;

(f) an opinion of nationally recognized bond counsel to the effect that the issuance of the series of Additional Bonds will not adversely affect the tax exemption of the interest on the Original Bonds or any series of Additional Bonds previously issued;

(g) an opinion of counsel to the Corporation, addressed to the Trustee, to the effect that all of the conditions to the issuance of such Additional Bonds set forth in this Section 209 have been satisfied and that the Agreement, the Mortgage and the Note, as so amended, constitute legal, valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms, except as enforceability may be limited by bankruptcy, moratorium or similar laws of general applicability;

(h) a written request and authorization to the Trustee, signed on behalf of the Corporation by an officer of the Corporation, to authenticate and deliver such Additional Bonds to the purchaser(s) therein identified upon payment to the Trustee of the sum specified therein plus accrued interest to the date of delivery of such Additional Bonds to the original purchaser(s) thereof;

(i) an executed counterpart of an amendment or supplement of the Guarantee Agreement, effective on or before the date of issuance of such Additional Bonds, providing for the guarantee by the Guarantor, on the same terms as the Guarantee Agreement as theretofore in effect, of the payment of all amounts becoming due on such Additional Bonds, and a written statement signed by an officer of the Guarantor approving the issuance and delivery of such Additional Bonds and the execution and delivery of any amendments or supplements of the Agreement and this Indenture made in connection with such issuance; and

(j) an opinion of counsel to the Guarantor to the effect that the amendment or supplement of the Guarantee Agreement referred to in Subsection (i) above has been duly authorized, executed and delivered by the Guarantor and that the Guarantee Agreement, as so amended or supplemented, constitutes a legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, except as enforceability may be limited by bankruptcy, moratorium or similar laws of general applicability.

The proceeds of such Additional Bonds shall be deposited with and held and disbursed by the Trustee as provided in the indenture supplemental hereto providing for such Additional Bonds.

Section 210. Parity of Bonds. Each of such Additional Bonds of whatever series shall rank equally and on a parity with the Original Bonds and shall be equally and ratably secured hereunder with the Original Bonds and all other series of Additional Bonds, if any, without preference, priority or distinction of any of the aforesaid Bonds, or coupons thereunto appertaining, over any other thereof, and shall be co-equal as to the lien of this Indenture regardless of the time of delivery thereof. Nothing in this Section 210 shall require (a) that any Additional Bonds bear interest at the same rate, have the same, or an earlier or later, maturity, or be subject to mandatory or optional redemption prior to maturity or have sinking fund provisions on the same basis as the basis of the Original Bonds or any other basis, or (b) that any revenue bonds or other obligations (referred to in this sentence as "related bonds") which may be issued by the Corporation or any other nonprofit industrial development corporation created and existing under the Act for the purpose of defraying the cost of enlargements, improvements or expansion of the Project (except such related bonds as may be secured by a pledge of revenues derived from the Agreement) must be issued as Additional Bonds, or (c) that the Bonds must rank equally and on a parity with any such related bonds not issued as Additional Bonds, or (d) that the Bonds must be secured by a pledge of the revenues derived from such enlargements, improvements or expansions (except as such revenues are derived from the Agreement). The Corporation shall not incur any indebtedness or issue any bonds or other obligations of any sort secured by the Project (other than the Original Bonds or any Additional Bonds) or a pledge of the revenues and income derived from or in connection with the Agreement.

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(End of Article II)

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ARTICLE III

GENERAL PROVISIONS RELATING TO BONDS OF ALL SERIES

Section 301. Execution. The Bonds and any coupons appertaining thereto, if any, shall be signed by the President and Secretary of the Corporation. To the extent permitted by law, such signatures on the Bonds may be facsimiles, in which event such facsimiles shall have the same force and effect as if said officiers had manually signed the Bonds. In case any officer whose signature or whose facsimile signature shall appear on the Bonds or coupons shall cease to be such officer before the delivery of such Bonds or shall not have been such officer on the date of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery or had been such on the date of such Bonds, as the case may be.

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Section 302. Authentication. After execution, the Bonds shall be delivered to the Trustee and the Trustee shall authenticate and deliver the Bonds as provided, and subject to the conditions stated, in this Indenture. The form of such certificate of authentication on the Original Bonds shall be as prescribed in Exhibit A hereto and the form of such Certificate of Authentication on any Additional Bonds shall be prescribed in the indenture supplemental hereto authorizing such series. No Bond and no coupon appertaining to any Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Indenture unless and until such certificate of authentication shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if manually signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds.

Before authenticating or delivering any Bonds, the Trustee shall detach and cancel all matured coupons, if any, appertaining thereto, and such cancelled coupons shall be destroyed by the Trustee.

Section 303. Mutilated, Lost, Stolen or Destroyed Bonds or Coupons. Mutilated Bonds or Bonds with mutilated coupons appertaining thereto may be surrendered to the Trustee and the Trustee shall validate the same or, upon the request of the person surrendering such Bond or Bonds, the Corporation shall execute and the Trustee shall authenticate and deliver in exchange therefor a new Bond or Bonds of like series, date, maturity, denomination, interest rate and aggregate principal amount with coupons corresponding to the coupons, if any, appertaining

to the surrendered Bond or Bonds. All mutilated Bonds and coupons surrendered in any such exchange shall be cancelled forthwith.

If there be delivered to the Corporation, the Trustee and the User (a) an affidavit or any other form of evidence satisfactory to them to establish proof of ownership and the circumstances of the destruction, loss or theft of any Bond or coupon, and (b) such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Corporation or the Trustee that such Bond or coupon has been acquired by a bona fide purchaser, the Corporation shall execute and upon its request the Trustee shall authenticate and deliver in lieu of any such destroyed, lost or stolen Bond, or in exchange for the Bond to which such coupon appertains (upon surrender of such Bond with all appurtenant coupons not destroyed, lost or stolen), a new Bond of like series, date, maturity, denomination, interest rate and principal amount, with coupons corresponding to the unpaid coupons, if any, appertaining to such destroyed, lost or stolen Bond or to the Bond to which such destroyed, lost or stolen coupon appertains.

In case any such mutilated, destroyed, lost or stolen Bond or coupon has become or is about to become due and payable, the Corporation in its discretion and after satisfaction of clauses (a) and (b) of the preceding paragraph may, instead of issuing a new Bond or coupon, cause the Trustee to pay such Bond or coupon when due out of moneys held by the Trustee and available for the purpose.

Section 304. Registration of Bonds; Transfers; Exchanges. All the Bonds issued under this Indenture shall be negotiable, subject to the provisions for registration and transfer contained in this Indenture and in the Bonds. The Trustee shall be the registrar for the Bonds. So long as any of the Bonds shall remain outstanding, the Trustee shall maintain and keep at its corporate trust office, books for the registration and transfer of Bonds. Upon presentation thereof for such purpose at said office, the Trustee shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, any Bond entitled to registration or transfer.

All coupon Bonds shall be transferable by delivery, unless registered as to principal other than to bearer, in the manner provided in this Section 304. Any coupon Bond may be registered as to principal on the books of the registrar upon presentation thereof at the corporate trust office of the Trustee and in compliance with Section 305 hereof, and the registration shall be noted on such Bond. After registration, such Bond may be transferred by surrendering it to the registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing.

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However, such Bond may be discharged from registration by being in like manner registered to bearer, after which it shall again become transferable by delivery. Thereafter, such Bond may again, from time to time, be registered or discharged from registration in the same manner. Registration of any coupon Bond as to principal, however, shall not affect the negotiability by delivery of the coupons appertaining to such Bond, and such coupons shall continue to be transferable by delivery and shall remain payable to bearer.

Fully registered Bonds may be transferred or exchanged by surrender thereof to the registrar at its principal corporate trust office, duly endorsed for transfer or exchange, or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon the surrender of any such fully registered Bond, the Corporation and the Trustee shall (after such Bond has been duly authenticated by the Trustee) issue in the name of the transferee, in authorized denominations, one or more fully registered Bonds, or, at the option of the transferee, coupon Bonds with appropriate coupons attached, of the same aggregate principal amount and series, maturity and interest rate as the surrendered Bonds. In transferring a Bond registered in the name of a person who is a fiduciary or who is described as a fiduciary or in transferring a Bond pursuant to an assignment by a fiduciary who is not the registered owner or on the transfer of a Bond upon or after the death of the registered owner, the Trustee may require the fiduciary or the person requesting the transfer to furnish to the Trustee, prior to any such transfer, such documents, signature guarantees, tax waivers or information as the Trustee shall reasonably request.

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Coupon Bonds may be exchanged at the corporate trust office of the Trustee for a like aggregate principal amount of fully registered Bonds without coupons of the same series, maturity and interest rate and in authorized denominations. All coupon Bonds surrendered for exchange and delivered in exchange shall have attached thereto all unmatured coupons appertaining thereto (together with any matured coupons in default appertaining thereto).

The Corporation shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding.

The principal of and premium, if any, on all registered Bonds shall be payable at the principal corporate trust office of the Trustee upon surrender for cancellation of such fully registered Bond, and payment of the interest on fully registered Bonds shall be made on each interest payment date to the person appearing on the registration books herein provided for as the registered holder thereof, by check or draft mailed

by the Trustee to such registered holder at his address as it appears on such registration books.

Section 305. Payment for and Limitations on Exchanges and Transfers. For every exchange, registration or transfer of Bonds provided for in Sections 303 and 304 of this Indenture, the Corporation and the Trustee may make a charge sufficient to reimburse them for any tax, fee or other governmental charge that may be imposed by others. The cost of preparing each new Bond upon each exchange, and any other expenses (except any applicable tax, fee or other governmental charge) of the Corporation or the Trustee incurred in connection with such exchange or the registration of a Bond or the registration of a transfer, shall be paid by the User pursuant to the Agreement. Neither the Corporation nor the Trustee shall be required to exchange, register, or register the transfer of Bonds of any series for a period of fifteen days next preceding an interest payment date on the Bonds, or next preceding the selection of any Bonds of such series to be redeemed or thereafter until after the first publication or mailing of notice of such redemption of Bonds of such series.

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Section 306. Persons Treated as Owners. The Corporation, the Trustee, the Guarantor, any Co-Paying Agent and the User may, for the purposes indicated, deem and treat the following persons as the absolute owners and holders of the Bonds and coupons described below, whether or not such Bonds or coupons are overdue, and neither the Corporation, the Trustee, the Guarantor, any Co-Paying Agent nor the User shall be affected by any notice to the contrary:

(a) For the purpose of receiving payment of, or on account of, the principal and redemption premium, if any, in respect of any Bond registered as to principal only other than to bearer and for all other purposes other than receiving payment of the interest on the coupons appertaining thereto, the person in whose name such Bond shall be registered upon the books of the registrar;

(b) For the purpose of receiving payment of, or on account of, the principal and redemption premium, if any, and for all other purposes other than receiving payment of the interest on the coupons appertaining thereto, the bearer of (i) any Bond not registered as to principal, or (ii) any Bond registered to bearer;

(c) For the purpose of receiving payment of interest on coupon Bonds, the bearer of any coupon; and

(d) For the purpose of receiving payment of, or on account of, the principal and redemption premium, if any, and interest in respect of any fully registered Bond and for all other purposes,

the person in whose name such fully registered Bond shall be registered on the books of the registrar.

Payment made to the person deemed to be the owner of any Bond or coupon for the purpose of such payment in accordance with the provisions of this Section 306 shall be valid and effectual, to the extent of the sum or sums so paid, to satisfy and discharge the liability upon such Bond or coupon in respect of which such payment was made.

Section 307. Payment of Bonds; Cancellation of Surrendered Bonds. If any Bonds, or portions of fully registered Bonds, shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, or in the event any coupons shall not be presented for payment at the due date thereof, all liability of the Corporation to the holders thereof for the payment of such Bonds, coupons, or portions of fully registered Bonds, as the case may be, shall forthwith cease, determine and be completely discharged whenever funds sufficient to pay such Bonds, coupons, or portions of fully registered Bonds shall be held by the Trustee or a Co-Paying Agent, and such funds shall be segregated by the Trustee or a Co-Paying Agent and, subject to Section 1208 of this Indenture, held in trust for the benefit of the holders of such Bonds, coupons or portions of fully registered Bonds, as the case may be, who shall thereafter be restricted exclusively to such funds for the satisfaction of any claim of whatever nature on their part relating to such Bonds, coupons or portions of fully registered Bonds. Such segregated funds shall not be subject to investment.

Except as provided below, all Bonds or coupons paid or redeemed or purchased for cancellation as provided herein shall forthwith be cancelled (together with the unmatured coupons appertaining to such Bonds) upon the making of proper records as to such payment, redemption or purchase and shall not be reissued. The Trustee shall destroy cancelled Bonds and coupons not sooner than two years after cancellation and deliver a certificate of destruction thereof to the Corporation and to the User annually.

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In case any fully registered Bond is redeemed in part only, the Corporation on or after the redemption date and upon surrender of such Bond, shall cause execution of and the Trustee shall authenticate and deliver a new Bond or Bonds in coupon or fully registered form, of authorized denominations, of the same maturity and in aggregate principal amount equal to the unredeemed portion of such Bond. Prior to authentication and delivery, the Trustee shall cause to be placed on the Bond to be delivered an appropriate manually signed inscription verifying that the Bond to be delivered is in lieu of the Bond partially redeemed.

Any coupon Bond surrendered for exchange may, at the option of the Trustee, be cancelled or be held in safekeeping by the Trustee for reissuance and may be reissued in an exchange pursuant to Section 304 of this Indenture, and any such Bond and coupons appertaining thereto shall, if not so reissued, be cancelled by the Trustee immediately after maturity and certification of such cancellation shall be made to the Corporation and the User as provided in this Section.

Any such Bonds and coupons cancelled by a Co-Paying Agent shall be promptly transmitted by such Co-Paying Agent to the Trustee.

Section 308. Variations Permitted. Without the necessity of complying with Article XI of this Indenture, the provisions of this Article III, insofar as they apply to any series of Bonds other than the Original Bonds, may be varied by the indenture supplemental hereto providing for the series.

(End of Article III)

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ARTICLE IV

REDEMPTION OF ORIGINAL BONDS BEFORE MATURITY

Section 401. Limitation on Redemption. Except as provided in this Article IV, the Original Bonds shall not be subject to redemption prior to maturity.

Section 402. Extraordinary Mandatory Redemption. (a) Upon a Determination of Taxability, the Original Bonds shall be redeemed prior to maturity in whole or in part, as provided in Subsection (c) below, on a date selected by the Trustee, which date shall, except as provided below, be not more than 120 days from the date on which the Trustee receives written notice that such Determination of Taxability shall have occurred, at a redemption price equal to the principal amount thereof, plus a redemption premium calculated at the rate of eight per cent (8%) per annum on the principal amount of the Original Bonds to be redeemed, for the period of time which has elapsed since the Event of Taxability, or such reduced premium as is provided for below, plus accrued interest to the redemption date (and, if the redemption date is other than an interest payment date, interest shall be calculated on the basis of a 360-day year), upon the obligatory payment by the User of the amounts required to be paid in accordance with Subsection 7.2(b) of the Agreement; provided, however, that if redemption of the Original Bonds at the redemption price and within the redemption period specified above would result in the payment of an amount of interest on the Note (including interest on the Note pursuant to Section 4.1 of the Agreement together with any other costs that constitute interest under the laws of the State which are contracted for, charged or received pursuant to the Agreement) which would result in the payment of interest at a rate in excess of the maximum nonusurious interest rate, then, notwithstanding the foregoing, (x) the premium payable upon such redemption shall be reduced or eliminated to the minimum extent necessary in order to result in the payment of interest on the Note at a rate not in excess of the maximum nonusurious interest rate, and (y) in the event that, despite a reduction or elimination of the redemption premium to the extent permitted by clause (x) above, such a redemption at the redemption price and within the redemption period specified above would nonetheless result in the payment of interest on the Note at a rate in excess of the maximum nonusurious interest rate, then, notwithstanding the foregoing, the date on which the redemption shall occur and the redemption price shall become due and payable shall be delayed until the earliest business day not a Sunday or a legal holiday or a day upon which banking institutions in the city where the principal corporate trust office of the Trustee is located are authorized by law or executive order to close that will result in the payment of interest on the Note at a rate not in excess of the maximum nonusurious interest rate.

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(b) In addition to the redemption requirements of Subsection (a) above, the Original Bonds shall be redeemed prior to maturity in whole or in part, as provided in Subsection (c) below, upon a final determination by the Internal Revenue Service or a court of competent jurisdiction that (not due to the occurrence of an Event of Taxability) the interest payable on the Original Bonds, or any of them, is includable for federal income tax purposes in the gross income of any holder of such Original Bond (other than a holder who is a "substantial user" of the Project or a "related person" within the meaning of Section 103(b)(9) of the Code and the regulations promulgated thereunder); provided, however, that no decree or judgment by any court or action by the Internal Revenue Service shall be considered final unless the holder of such Original Bond involved in such proceeding or action (i) gives the User and the Trustee prompt notice of the commencement thereof and (ii) (if the User agrees to pay all expenses in connection therewith and to indemnify the holder of such Original Bond against all liabilities in connection therewith) offers the User the opportunity to control the defense thereof. Redemption under this Subsection shall be at a redemption price equal to the unpaid principal amount of the Original Bonds being redeemed plus accrued interest to the redemption date (and, if the redemption date is other than an interest payment date, interest shall be calculated on the basis of a 360-day year), without premium, and may occur at any time, on any date selected by the User, within 120 days after receipt by the User of notice of the final determination described above; provided, however, that if redemption of the Original Bonds at the redemption price and within the redemption period specified above would result in the payment of an amount of interest on the Note (including interest on the Note pursuant to Section 4.1 of the Agreement together with any other costs that constitute interest under the laws of the State which are contracted for, charged or received pursuant to the Agreement) in excess of the maximum amount which would not result in the payment of interest at a rate in excess of the maximum nonusurious interest rate, then, notwithstanding the foregoing, the date on which the redemption shall occur and the redemption price shall become due and payable shall be delayed until the earliest business day not a Sunday or a legal holiday or a day upon which banking institutions in the city where the principal corporate trust office of the Trustee is located are authorized by law or executive order to close that will result in the payment of interest on the Note at a rate not in excess of the maximum nonusurious interest rate.

(c) Upon the occurrence of a Determination of Taxability within the meaning of Subsection (a) above, or a final determination within the meaning of Subsection (b) above, the User shall promptly give the Trustee written notice thereof and the Original Bonds shall be redeemed in whole unless redemption of a portion of the Original Bonds outstanding

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would have the result that interest payable on the Original Bonds remaining outstanding after such redemption would not be includable in the gross income of any holder of an Original Bond (other than a holder who is a "substantial user" of the Project or a "related person" within the meaning of Section 103(b)(9) of the Code and the regulations promulgated thereunder). In such event, the Original Bonds shall be redeemed (in the principal amount of not less than $5,000) from time to time in such amount as is deemed necessary in the opinion of a nationally recognized bond counsel to accomplish that result.

Section 403. Optional Redemption. The Original Bonds shall be subject to redemption prior to maturity, in whole on any date or in part on any interest payment date, and, if in part, in the principal amount of not less than $5,000. Any such redemption shall be at a redemption price equal to the unpaid principal amount of the Original Bonds being redeemed plus accrued interest to the redemption date (and, if the redemption date is other than an interest payment date, interest shall be calculated on the basis of a 360-day year), without premium; provided, however, that if redemption of the Original Bonds at the redemption price specified above and within the redemption period specified in Subsection 405(b) of this Indenture would result in the payment of an amount of interest on the Note (including interest on the Note pursuant to Section 4.1 of the Agreement together with any other costs that constitute interest under the laws of the State which are contracted for, charged or received pursuant to the Agreement) in excess of the maximum amount which would not result in the payment of interest at a rate in excess of the maximum nonusurious interest rate, then, such excess amount shall be deemed a penalty to the User for the privilege of prepaying the Note.

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Section 404. Sinking Fund Redemption. As and for a sinking fund for the retirement of a portion of the Original Bonds, the Corporation shall cause to be deposited in the Debt Service Fund established pursuant to Section 601 of this Indenture on or prior to July 1, 1983, and on or prior to each January 1 and July 1 thereafter to and including July 1, 1992, an amount which, together with other moneys available therefor in the Debt Service Fund and after credit as provided below, shall be sufficient to redeem $106,500 in principal amount of the Original Bonds at a price equal to the principal amount thereof to be so prepaid, without premium, plus accrued interest to the redemption date. Any Original Bonds remaining outstanding thereafter shall be retired at their maturity. Each such deposit, together with such other moneys available in the Debt Service Fund for the purpose, shall be applied to the redemption of the Original Bonds in such principal amount and on the dates specified above, the particular Original Bonds or portions of fully registered Original Bonds to be so redeemed to be selected by the Trustee by lot as provided in Section 407 of this Indenture. There will

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be remaining $106,500 principal amount of such Original Bonds maturing on January 1, 1993.

However, the principal amount of the Original Bonds to be redeemed on each date set forth above shall, at the option of the User, be reduced by the principal amount of Original Bonds which, at least 45 days prior to such date, shall have been either (a) purchased by the Trustee in accordance with Section 602 of this Indenture, (b) purchased by or on the behalf of the User and delivered to the Trustee for cancellation, or (c) redeemed other than through the operation of the sinking fund, and which shall not have been previously made the basis for a reduction of the principal amount of Original Bonds to be redeemed on a sinking fund redemption date under this Section 404. If the User intends to exercise its right to reduce the principal amount of the Original Bonds to be redeemed on a sinking fund redemption date, it shall deliver to the Trustee, at least 45 days prior to such redemption date, a written notice signed by the President, any Vice President, the Treasurer or an Assistant Treasurer of the User stating (i) that the User intends to exercise such option, (ii) the amount by which the principal amount of Original Bonds otherwise subject to redemption pursuant to this Section 404 is to be reduced, (iii) that such Original Bonds in a principal amount at least equal to the amount of such reduction had been purchased or redeemed in one of the manners specified in clauses (a) through (c) of the preceding sentence and (iv) that such purchase or redemption shall have not been previously made the basis for a reduction in the amount of a sinking fund redemption.

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Section 405. Redemption Requests. Redemptions of Original Bonds permitted or required by this Article IV shall be made as follows, and the Trustee shall give the notice of redemption referred to in Section 406 of this Indenture in respect of each such redemption:

(a) Redemptions shall be made pursuant to Subsection 402(a) of this Indenture in the amount and on the date selected pursuant to Subsection 402(a) and the Trustee shall deliver a written notification of such selection to the User and the Corporation as soon as practicable after the date on which the Trustee receives written notice that such Determination of Taxability shall have occurred; and redemption shall be made pursuant to Subsection 402(b) of this Indenture on the date selected by the User pursuant to said Subsection 402(b).

(b) Redemption shall be made pursuant to Section 403 of this Indenture at such times and in such principal amounts as the User shall, not later than 45 days prior to the date on which the User desires any Original Bonds to be redeemed pursuant to Section 403, state in a written notification to the Trustee.

(c) Redemption shall be made pursuant to Section 404 of this Indenture as and when required by Section 404, without the necessity of any request by or notification of the Corporation, or, except as otherwise provided in the last sentence of such Section 404, notice from the User.

Section 406. Notice of Redemption. Except as provided below, notice of each redemption identifying the coupon Original Bonds or portions of fully registered Original Bonds to be redeemed shall be given by the Trustee in the name of the Corporation (a) by publication at least once not less than 30 days prior to the redemption date in a newspaper of general circulation in New York, New York, which carries financial news and is customarily published on each business day and (b) by first class mail, postage prepaid, not less than 30 days prior to the redemption date, to each registered holder of an Original Bond or portion thereof to be redeemed, addressed to such holder at its address appearing on the register maintained by the Trustee, and to those holders of Original Bonds on the list required to be kept by the Trustee pursuant to Section 705 of this Indenture whose Original Bonds are to be redeemed. If, because of the temporary or permanent suspension of the newspaper or for any other reason, it is impossible or impractical to publish such notice in the manner provided in clause (a) above, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of notice. If notice is published as aforesaid, neither the failure to give notice by mail as provided in clause (b) above, nor defect in any notice so mailed, shall affect the validity of any proceedings for the redemption of any of the Original Bonds.

If all of the Original Bonds to be redeemed are at the time in the form of registered Original Bonds, notice of the call for redemption may be given by mailing a copy of the redemption notice by registered or certified mail at least 30 days prior to the date fixed for redemption to the holder or holders thereof at the address shown in the registration books kept by the Trustee and publication of the notice of the call for redemption need not be given; provided, however, that failure to give such notice to any holder of an Original Bond by mailing, or any defect in such notice so mailed, shall not affect the validity of the proceedings for the redemption of any of the other Original Bonds.

Notice having been so given, the Original Bonds designated for redemption shall on the redemption date specified in such notice become due and payable at the redemption price herein provided, and from and after the redemption date (unless there shall be default in the payment of the redemption price) interest on such Original Bonds, or the portions of fully registered Original Bonds called for redemption, shall cease to accrue, and upon presentation and surrender of such Original Bonds at the principal corporate trust office of the Trustee for the Original Bonds, together with all coupons thereto appertaining maturing after said redemption date, such Original Bonds, or the portions of fully registered Original Bonds called for redemption, shall be paid at the redemption price aforesaid, except that interest called for by coupons, if any, which shall mature on or before said redemption date shall be paid only upon presentation and surrender of such coupons.

The Trustee shall give the notice of redemption provided in this Section even though, as of the date of giving of such notice, sufficient amounts for such redemption are not in the Debt Service Fund. However, prior to or on any redemption date, the User shall deposit with the Trustee an amount of money sufficient, together with any other amounts in the Debt Service Fund and available for the purpose, to pay the redemption price of all the Original Bonds which are to be redeemed on that date.

Section 407. Selection by Lot. If less than all of the Original Bonds shall be called for redemption, the Original Bonds shall be redeemed in inverse order of maturity, and if less than all of the Original Bonds within a particular maturity shall be called for redemption, the Original Bonds to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee in its discretion may determine; provided, however, that the portion of any fully registered Original Bond to be redeemed shall be in the principal amount of $5,000 or an integral multiple thereof, and that, in selecting coupon Original Bonds and portions of fully registered Original Bonds for redemption, the Trustee shall treat each fully registered Original Bond as representing that number of coupon Original Bonds which is obtained by dividing the principal amount of such fully registered Original Bond by $5,000.

(End of Article IV)

ARTICLE V

CONSTRUCTION FUND

Section 501. Establishment of the Construction Fund. The Corporation hereby establishes with the Trustee a special fund designated as the "FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION, Industrial Development Revenue Bonds, Series 1980 (Straus Systems, Inc., Project), Construction Fund." Such fund is referred to in this Indenture as the "Construction Fund."

Section 502. Disbursement of the Construction Fund. The Trustee shall apply the moneys in the Construction Fund attributable to the proceeds of the sale of the Original Bonds for the purposes and in the order specified in Section 3.3 of the Agreement.

The proceeds of the sale of a series of Additional Bonds shall be disbursed for the purposes and at the times specified in the supplements to this Indenture under which such series was issued.

Disbursements from the Construction Fund shall be made only as provided herein and in the Agreement, in particular Section 3.5 of the Agreement.

Section 503. Investment of the Construction Fund. In the Agreement, the Corporation authorized the User to provide instructions to the Trustee as to the investment and reinvestment of moneys held as a part of the Construction Fund. Pending payment of the amounts in the Construction Fund, the Trustee is hereby directed to invest and reinvest the undisbursed portion of the Construction Fund promptly upon receipt of, and in accordance with, the instructions of the User. Subject to the next paragraph of this Section 503, such investments shall be made by the Trustee in Eligible Securities which shall mature or be redeemable at the option of the Trustee in such amounts and at such times, or shall be readily marketable prior to their maturities, so that payments from the Construction Fund may be made as provided in this Article V. All income or other gain (net of losses) from the investments shall, unless the User shall otherwise direct, be retained in and be credited to the Construction Fund; provided that, at the direction of the User, such income or gain shall become a part of and shall be credited to the Debt Service Fund, and any loss (net of gains) shall be charged to such Construction Fund. As and when any amounts invested as aforesaid may be needed for disbursement from the Construction Fund, the Trustee shall cause a sufficient amount of such investments to be sold and converted into cash to the credit of the Construction Fund.

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The User by its execution of the Agreement covenants to restrict the investment of moneys in the Construction Fund in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Original Bonds are delivered to their original purchaser(s), so that they will not constitute arbitrage bonds under Section 103(c)(2) of the Code and the regulations promulgated thereunder.

Section 504. Disposition of Proceeds in Construction Fund Upon Acceleration of Bonds. Upon the declaration of acceleration of the maturity of the principal amount of the Bonds pursuant to Section 902 hereof, any moneys then on deposit in the Construction Fund shall forthwith be transferred from the Construction Fund to the Debt Service Fund, and the Trustee shall forthwith cause any investments in the Construction Fund to be sold or otherwise reduced to cash and the proceeds thereof transferred to the Debt Service Fund, without the necessity of complying with the provisions of Section 3.5 of the Agreement.

(End of Article V)

ARTICLE VI

DEBT SERVICE FUND

Section 601. Establishment of the Debt Service Fund. The Corporation hereby establishes with the Trustee a special fund designated as the "FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION, Industrial Development Revenue Bonds, Series 1980 (Straus Systems, Inc., Project), Debt Service Fund." Such fund is referred to in this Indenture as the "Debt Service Fund."

There shall be paid into the Debt Service Fund (a) the interest accrued on the Bonds to the date of their delivery, (b) the amounts required to be paid to the Trustee for deposit therein out of the Construction Fund in accordance with the provisions hereof and of the Agreement and the Guarantee Agreement, and (c) any other amounts provided to be paid to the Trustee for deposit in the Debt Service Fund.

Amounts paid into the Debt Service Fund together with all income or other gain (net of losses) from any investment of any amounts in the Debt Service Fund shall become a part of and be credited to the Debt Service Fund. The amounts in the Debt Service Fund shall be used for the purposes authorized in this Article VI only. Subject to the provisions of Section 701 of this Indenture, the Corporation hereby covenants and agrees that until all of the Bonds and coupons shall be deemed to have been paid within the meaning of Section 801 of this Indenture it will deposit, or cause to be deposited, in the Debt Service Fund sufficient sums promptly to meet and pay the principal of and premium, if any, and interest on the Bonds as the same become due, mature or otherwise become payable in accordance with the terms of this Indenture.

Section 602. Disbursement of the Debt Service Fund. Except as otherwise provided in this Section 602 and elsewhere in this Indenture, the amounts in the Debt Service Fund shall be used solely for the payment of the interest and premium, if any, coming due and principal maturing or otherwise becoming payable on the Bonds as and when the same shall become due, mature or otherwise become payable in accordance with the provisions of this Indenture.

To the extent that any amounts of Original Proceeds are deposited in the Debt Service Fund pursuant to Subsections (d) and (e) of Section 3.3 of the Agreement (other than as provided in clause (x)(B) of Section 2.3 of the Agreement) such amounts shall be placed in escrow in a separate account in the Debt Service Fund to be used solely for the purpose of paying the principal component, or portions thereof, in a redemption of the Original Bonds on the next succeeding redemption date; provided, however, that the amount so placed in escrow may be used in

purchasing Original Bonds for the purpose of cancellation at prices not exceeding the lesser of par value or their then fair market value (provided that, notwithstanding the foregoing, Original Bonds may be purchased at a premium, if the User pays the premium out of its separate funds and that in the event of such purchase, accrued interest on such Original Bonds to the date of their delivery for cancellation shall also be paid by the User out of its separate funds) if a nationally recognized bond counsel shall have rendered an opinion to the Corporation and the Trustee to the effect that such use will not affect the exemption from federal income taxation of the interest paid on any outstanding Original Bonds; and provided further, that the amount so placed in escrow shall not be invested to produce a yield greater than the yield on the Original Bonds.

If the User exercises its option to prepay all or a portion of the Loan Payments pursuant to Section 7.1 of the Agreement or is required to accelerate the payment of all or a portion of the Loan Payments pursuant to Section 7.2 of the Agreement, the amounts deposited by the User in the Debt Service Fund upon such acceleration shall be used to redeem the Bonds called for redemption in accordance with this Indenture.

If so specified in writing by the User to the Trustee, and if the amounts in the Debt Service Fund shall not be sufficient to redeem the Bonds which are to be redeemed, amounts representing prepayment of Loan Payments shall be used by the Trustee as promptly as practicable to purchase Bonds in such manner (through brokers or otherwise and with or without receiving tenders) and at such prices as the Trustee (with the approval of the User) shall determine, but any such amounts which were paid after, or have not been so used by the date which shall be 45 days before, the next interest payment date on any Bonds, shall regardless of any specification by the User, be held for any permitted use of the Debt Service Fund.

If so requested in writing by the User to the Trustee, and if there shall be in the Debt Service Fund amounts which shall not be expected to be required for the payment of interest and premium, if any, coming due and principal maturing or otherwise becoming payable on the Bonds within the next ensuing six months, such amounts or such portion thereof as the User may request shall be used to redeem Bonds on the next date on which Bonds may be redeemed in accordance with the provisions of this Indenture.

Unless paid from the Debt Service Fund pursuant to Section 1208 of this Indenture, after all of the Bonds have been retired and all interest and applicable premiums, if any, due thereon have been paid or provision for such retirement and payment has been made, and all compensation and expenses payable to the Trustee and any Co-Paying Agent

have been paid or provision for such payment has been made, any excess moneys in the Debt Service Fund shall be paid to the User as a refund of the Loan Payments.

Section 603. Investment of the Debt Service Fund. In the Agreement, the Corporation authorized the User to provide instructions to the Trustee as to the investment and reinvestment of moneys held as a part of the Debt Service Fund. Pending payment of the amounts in the Debt Service Fund, the Trustee is hereby directed to invest and reinvest the undisbursed portion of the Debt Service Fund promptly upon receipt of, and in accordance with, the instructions of the User. Subject to the next paragraph of this Section 603, such investments shall be made by the Trustee in Eligible Securities. As and when any amounts thus invested may be needed for disbursements from the Debt Service Fund, the Trustee shall cause a sufficient amount of such investments to be sold or otherwise reduced to cash to the credit of such Fund.

The User by its execution of the Agreement covenants to restrict the investment of moneys in the Debt Service Fund in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Original Bonds are delivered to their original purchaser(s), so that they will not constitute arbitrage bonds under Section 103(c)(2) of the Code and the regulations promulgated thereunder.

Section 604. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of the Debt Service Fund under any provision of this Indenture shall be held in trust for the benefit of the holders of the Bonds but, except as provided in Section 307, 602 or 802 of this Indenture, need not be segregated from other funds held in trust under this Indenture by the Trustee, but shall be segregated at all times from all funds of the Corporation or the Trustee not held by the Trustee under this Indenture.

Section 605. Condemnation and Insurance Proceeds. Reference is hereby made to Article VI of the Agreement wherein it is provided that prior to the Completion Date amounts equal to the net proceeds of certain insurance or condemnation awards are, under certain circumstances, to be paid to the Trustee and deposited in the Debt Service Fund.

(End of Article VI)

ARTICLE VII

GENERAL COVENANTS AND PROVISIONS

Section 701. Payment of Principal, Premium, if any, and Interest; Limited Obligations. The Corporation covenants that it will duly and punctually pay the interest and premium, if any, coming due and the principal maturing or otherwise becoming payable on the Bonds on the dates and in the manner provided in this Indenture and in the Bonds and in the coupons appertaining thereto according to the true intent and meaning thereof; provided, however, that the Bonds and coupons appertaining thereto, if any, shall be limited obligations of the Corporation, be payable solely out of the revenues derived from or in connection with the Agreement (including all sums deposited in the Debt Service Fund from time to time pursuant to this Indenture, the Agreement, the Guarantee Agreement and the Note and in certain events, as provided herein, or in the Mortgage or the Collateral Assignment, out of amounts attributable to Bond proceeds or amounts obtained through the exercise of any remedy provided herein upon occurrence of an event of default under this Indenture, but excluding any funds paid or payable to the Corporation pursuant to Section 3.3(c) or 8.1 of the Agreement). The Bonds shall never be paid out of any other funds of the Corporation except such revenues.

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NEITHER THE STATE, THE UNIT NOR ANY POLITICAL CORPORATION, SUBDIVISION OR AGENCY OF THE STATE SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THE BONDS. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE UNIT OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM, IF ANY, OR THE INTEREST ON SUCH BONDS.

Section 702. Performance of Covenants; Authority. The Corporation covenants that it will faithfully perform at all times all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds executed, authenticated and delivered hereunder and in all proceedings pertaining thereto. The Corporation covenants and warrants that it is duly authorized under the Constitution of the State and the laws thereof, including particularly the Act, to issue the Bonds and to execute this Indenture and to pledge the revenues from the Agreement and the Note in the manner and to the extent herein set forth; that none of the revenues derived from or in connection with the Agreement or the Note are pledged or assigned in any manner other than as contemplated by this Indenture; that all action required on its part for the issuance of the Bonds and the execution and delivery of the Agreement and this Indenture has been duly and effectively taken and that the Bonds in the hands of the holders thereof are and will be valid and enforceable limited obligations of the Corporation.

The Corporation shall faithfully and punctually perform and observe all duties and obligations of the Corporation with respect to the Project required by the Constitution of the State and the laws thereof, including particularly the Act, and by this Indenture and will use its best efforts to cause sufficient revenues to be collected under the Agreement or the Note to meet the requirements of this Indenture and will segregate and apply such revenues, or cause the same to be segregated and applied, as herein provided.

The Corporation covenants that, should there be a default under the Agreement, the Corporation shall fully cooperate with the Trustee and with the holders of the Bonds and the coupons appertaining thereto to the end of fully protecting the rights and security of the holders of the Bonds and the bearers of any coupons appertaining thereto.

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The Corporation represents that it now has complete and lawful authority and privilege to finance the acquisition and construction of the Project by making a loan to the User and covenants that it will at all times maintain its corporate existence.

Section 703. Instruments of Further Assurance. The Corporation covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assigning, pledging and confirming unto the Trustee of the Trust Estate assigned and the revenues pledged hereunder.

Section 704. Inspection of Books. The Corporation covenants and agrees that all books and documents in its possession relating to the Project and the revenues derived from or in connection with the Agreement shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate. So long as any of the Bonds are outstanding, proper books of record and account shall be kept by the Trustee separate and apart from all other records and accounts, showing all transactions relating to the loan to the User carried on by the Trustee hereunder and under the Agreement, and the Corporation, the Guarantor and the User shall have the right at all reasonable times to inspect all such records and accounts and data relating thereto.

Section 705. List of Bondholders. To the extent that such information shall have been furnished to the Trustee in accordance with the next sentence, there shall be kept on file at the principal corporate trust office of the Trustee a list of names and addresses of the last known holders of all Bonds payable to bearer. Any Bondholder may request that his name and address be placed on said list by filing a

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written request with the Trustee, which request may include a statement of the principal amount of Bonds held by such holder and the serial numbers of such Bonds. The Trustee shall be under no responsibility with respect to the accuracy of said list.

Section 706. Rights Under the Agreement, this Indenture, the Mortgage, the Collateral Assignment, the Guarantee Agreement and the Note. The Note, the Agreement and the Mortgage set forth the covenants and obligations of the User. The Agreement, this Indenture and the Collateral Assignment set forth the covenants and obligations of the Corporation. Reference is hereby made to the Note, the Agreement, the Mortgage and the Collateral Assignment for a detailed statement of said covenants and obligations of the Corporation and the User. Reference is also made to the Guarantee Agreement which sets forth in detail the covenants and obligations of the Guarantor. So long as any of the Bonds are outstanding, the Corporation shall faithfully and punctually perform and observe all obligations and undertakings on its part to be performed or observed under the Agreement, this Indenture and the Collateral Assignment and shall preserve and enforce all the terms and provisions of the Note, the Agreement and the Mortgage. Except as provided in the Agreement and this Indenture, the Corporation shall not permit or authorize any change or variation in the terms of the Note, the Agreement and the Mortgage, without the prior written consent of the Trustee, and any modification or amendment of the terms of the Agreement, the Note, and the Mortgage, which in any manner materially adversely affects the rights of the holders of any of the Bonds or coupons, shall be made only as provided in Article XI hereof.

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To the extent that it is within its power to do so, the Corporation will, at all times, maintain the validity and effectiveness of the Agreement, the Note and the Mortgage and of the pledge and assignment to the Trustee of the Agreement and the Note made by this Indenture and by the Collateral Assignment and (except as expressly permitted by the Agreement or this Indenture) will take no action, will permit no action to be taken by others and will not omit to take any action, which action or omission will release the User from its obligations or liabilities under the Note, the Agreement or the Mortgage or result in the surrender, termination, amendment or modification of, or impair the validity of, the Agreement, the Note or the Mortgage. The Corporation agrees that the Trustee, subject to the conditions thereof, may enforce for and on behalf of the holders of the Bonds and coupons appertaining thereto all of the covenants and agreements of the Corporation and the User as set forth in the Agreement, the Note, the Mortgage and the Collateral Assignment, as the case may be, whether or not the Corporation is in default hereunder or under the Agreement, the Mortgage or the Collateral Assignment. The Corporation further covenants that prior to commencing any action or proceeding for the enforcement of the User's

obligations under the Note, the Agreement or the Mortgage, the Corporation shall inform the Trustee and the Trustee shall have the right to join in, and if it elects, to control, such action or proceeding for and on behalf of the holders of the Bonds and the coupons appertaining thereto. The revenues derived under the Agreement and the Note or any other agreement which are required to be paid into the Debt Service Fund, shall be paid directly to the Trustee for deposit into the Debt Service Fund, or otherwise dealt with as provided in the Agreement and the Note or such other agreement and shall be set apart from all other funds of the Corporation.

Section 707. Subordination to the Rights of the User. The Trustee agrees that the User may have and exercise all the rights, powers and benefits stated to be in the User in the Agreement and in this Indenture (including, without limitation, its rights under Sections 503 and 603).

Section 708. Negative Covenants. Except as permitted or contemplated by Article II or Sections 709 and 710 of this Indenture or by the provisions of the Agreement, the Mortgage or the Collateral Assignment, the Corporation shall not:

(a) create, assume or suffer to exist directly or indirectly, any mortgage, lien, encumbrance, pledge, charge or other exception to title upon or against any of the properties or assets constituting the Trust Estate, or any revenues derived therefrom or any other funds held by the Trustee for the benefit of the holders of the Bonds or the coupons appertaining thereto;

(b) sell, lease, transfer, convey or otherwise dispose of all or any part of the Trust Estate or its interest therein;

(c) create, incur, assume or suffer to exist any debt secured by the Trust Estate or the Corporation's interest therein or the revenues pledged herein that are derived or to be derived from or in connection with the Agreement;

(d) take any other action that will impair the lien of this Indenture on the Trust Estate; or

(e) issue or permit to be issued any Bonds in any manner other than in accordance with the provisions of this Indenture.

The Corporation further covenants that it will not knowingly take any action which will adversely affect any exemption from federal income taxation of the interest on the Bonds, and if it should take any such action will promptly on having knowledge thereof take all lawful actions which it can take to rescind and nullify such action.

Section 709. Refunding. Pursuant to Section 3.2 of the Agreement and the provisions of Article II of this Indenture and at the request of the User, with the consent of the Corporation and in the manner and to the extent then permitted by law, any Bonds may be retired through the issuance by the Corporation of its refunding bonds in an amount sufficient with other moneys available and pledged for such purpose and earnings on both to retire the principal of the Bonds to be so retired, any unpaid interest thereon and any premiums and commissions (and all other expenses of retirement and issuance) necessary to be paid in connection therewith. Any such refunding may be effected whether the Bonds to be retired shall have matured or shall thereafter mature, either by sale of the refunding bonds and the application of the proceeds thereof for the payment of the Bonds to be retired thereby, or by exchange of the refunding bonds for the Bonds to be retired thereby; provided, however, that in any such refunding, no holder of Bonds shall without his consent (a) be required to surrender such Bonds in exchange for any refunding bond or bonds, (b) be deprived of the right of such holder to receive payment of the principal of and applicable premium, if any, and interest on the Bonds held by such holder as and when the same become due and payable in accordance with the provisions of this Indenture, or (c) otherwise be deprived of any right under this Indenture, the Agreement, the Guarantee Agreement, the Mortgage, the Collateral Assignment or the Note (except in accordance with the provisions of any such document or agreement relating to modification or amendment). In connection with any such refunding, there shall be made any amendments to the Agreement, the Guarantee Agreement, the Mortgage, the Collateral Assignment and this Indenture necessary to reflect the issuance of such refunding bonds (but only in accordance with the same provisions of any such document or agreement relating to such amendment) and there shall be a creation and issuance of a new note on behalf of the User (which may, in part, renew, rearrange and extend the Note). The costs and expenses of such refunding shall be paid from the proceeds of the refunding bonds and if there are not sufficient proceeds available for such purpose the deficiency shall be borne by the User.

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Section 710. Concerning the Trust Estate. Except for the security interest and liens in favor of the Trustee, the Corporation owns (and at the time of transfer or delivery of the Trust Estate to the Trustee will own) good and indefeasible title to the Trust Estate (including without limitation the Note and the indebtedness evidenced thereby) free and clear of any other security interests, liens, adverse claims or options; the Corporation has (and at the time of transfer or delivery of the Trust Estate to the Trustee will have) full right, power and authority to convey assign, transfer and deliver the Trust Estate and to grant a security interest in or a lien upon the Trust Estate to the Trustee in the manner provided herein and in the Collateral Assignment, free and clear of any other security interests, liens, adverse

claims and options; no security interest or lien has been created by the Corporation or is known by the Corporation to exist with respect to the Trust Estate; and, to the best of the Corporation's information and belief, no financing statement or other security instrument is on file in any jurisdiction covering the Trust Estate. The Corporation will not pledge, mortgage, otherwise encumber, create or suffer a security interest to exist in, the Trust Estate (other than in favor of the Trustee) or sell, assign or otherwise transfer any part of the Trust Estate, to or in favor of anyone other than the Trustee, and the Corporation will not file or permit to be filed any financing statement or other security instrument with respect to the Trust Estate other than in favor of the Trustee.

(End of Article VII)

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ARTICLE VIII

DISCHARGE

Section 801. Discharge. When all of the Bonds and coupons shall have been deemed to have been paid, and provision shall also be made for paying all other sums payable hereunder, and if, at the time of such payment, the Corporation shall have kept, performed and observed all and singular the covenants and promises in the Bonds and in this Indenture required or contemplated to be kept, performed and observed by it or on its part on or prior to that time, then this Indenture and the lien created hereby shall be discharged and satisfied and the Corporation shall be released from the covenants, agreements and obligations of the Corporation contained in this Indenture. Upon such discharge and satisfaction, the Trustee, at the request and the expense of the Corporation, shall execute such documents as may be reasonably requested by the Corporation to evidence the discharge and satisfaction of this Indenture and the release of the Corporation from its obligations hereunder.

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Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Corporation to the Trustee under Subsection 1001(b) of this Indenture shall survive and the Trustee shall (i) continue to be obligated to hold in trust any moneys or investments held by the Trustee at the time of such satisfaction or discharge for the payment of the principal of and premium, if any, and interest on the Bonds, to pay to the holders of Bonds and coupons the funds so held by the Trustee as and when such payment becomes due, and to pay over to the User any amounts required to be paid in accordance with Sections 602, 802 and 1208 of this Indenture, and (ii) so long as Bonds shall not have matured in accordance with their terms, upon redemption or otherwise, be entitled to exercise the rights and remedies contemplated by this Indenture and the Agreement in respect of the provisions of the Agreement which, as provided in Section 11.7 of the Agreement, survive the expiration of the term of the Agreement or otherwise continue until all of the Bonds have matured.

Section 802. Payment of Bonds and Coupons. All of the Bonds and coupons shall be deemed to have been paid within the meaning of the first paragraph of Section 801 of this Indenture if there has been delivered to the Trustee for cancellation all of the Bonds and coupons issued hereunder (other than any Bonds or coupons which shall have been previously cancelled or delivered to the Trustee for cancellation or Bonds or coupons in exchange for or in lieu of which other Bonds or coupons have been issued hereunder). All of the Bonds and coupons shall also be deemed to have been paid within the meaning of said Section 801 if (a) there shall have been deposited with the Trustee either (i) moneys in an amount, or (ii) Government Obligations, the principal of

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and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide moneys in an amount, which, together with the moneys (if any) deposited with or held by the Trustee or a Co-Paying Agent at the same time and available for such purpose pursuant to this Indenture, shall be sufficient to pay when due the principal of and premium, if any, and interest due and to become due on and prior to the respective redemption dates or maturity dates on all of the Bonds and coupons issued hereunder (other than Bonds and coupons which have been cancelled or delivered to the Trustee for cancellation or Bonds and coupons in exchange for or in lieu of which other Bonds or coupons have been issued hereunder), or (iii) a combination of (i) and (ii), and (b) in case any of such Bonds are to be redeemed on any date prior to their maturity, the User shall have given to the Trustee an irrevocable notice pursuant to the applicable Subsection of Section 406 of this Indenture requiring redemption of such Bonds on such date and the User shall have given to the Trustee in form satisfactory to the Trustee irrevocable instructions to publish notice of redemption of such Bonds prior to said date as provided in Section 407 of this Indenture, and (c) in the event such Bonds are not to be redeemed within the 60 days next succeeding the date of such deposit with the Trustee, the Corporation shall have given the Trustee in form satisfactory to it irrevocable instructions to publish, as soon as practicable, once in each of two successive calendar weeks in a newspaper of general circulation in New York, New York, which carries financial news and is customarily published on each business day, a notice to the holders of the Bonds and coupons appertaining thereto that the deposit required by clause (a) of this Section 802 above has been made with the Trustee and that said Bonds and coupons are deemed to have been paid in accordance with this Article VIII and stating such maturity or redemption date or dates upon which moneys are to be available for the payment of the principal of and premium, if any, and interest on such Bonds.

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Any Government Obligations deposited with the Trustee pursuant to this Section 802 shall mature or be redeemable at the option of the holder on such dates as shall coincide as nearly as practicable, but not later than, the time or times at which the moneys provided upon such maturity will be required for the aforesaid purpose. Such Government Obligations shall not contain provisions permitting the redemption thereof at the option of the issuer.

Government Obligations and moneys deposited with the Trustee pursuant to this Article VIII and the principal or interest payments on any such Government Obligations shall be held by the Trustee in trust in a special segregated fund and shall not be withdrawn or used for any purpose other than the payment of the principal of and premium, if any, and interest on the Bonds. However, after the whole amount of the

principal of and premium, if any, and interest on all the Bonds has been completely paid in full, and all other payments required pursuant to the Agreement and this Indenture have been made, any income earned by the Government Obligations in excess of the amount required for the purpose of such payment of principal and premium, if any, and interest shall be promptly paid to the User as a refund of the Loan Payments.

(End of Article VIII)

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default. Wherever used herein, "event of default" means any one of the following events (whatever the reason for such event of default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) payment of the principal of (or premium, if any, on) any Bond shall not be made at the stated maturity thereof or the date of redemption thereof or upon the maturity thereof by declaration of acceleration; or

(b) payment of any installment of interest upon any Bond shall not be made when it becomes due and payable and such nonpayment continues for a period of ten (10) business days; provided, however, that such nonpayment of interest shall not constitute an "event of default" hereunder if the holder of the affected Bond or Bonds shall, at any time prior to the expiration of such 10-day period, deliver to the Trustee an instrument in writing signed by such Bondholder expressly forgiving the amount of interest which has not be paid; or

(c) default (which shall be material to the Bondholders and other than a default provided for in Subsection (a) or (b) of this Section 901) in the due and punctual observance and performance of any covenant, term, condition or agreement of the Corporation contained in this Indenture, the Bonds or the Collateral Assignment shall have occurred and such default shall have continued for a period of thirty (30) days after there has been given, by certified mail (or another method satisfactory to and selected by the Trustee if such is not available), to the Corporation and the User by the Trustee or to the Corporation and the User and the Trustee by the holders of at least 25% in principal amount of the outstanding Bonds, a written notice specifying such default and requiring it to be remedied, and the Corporation and the Trustee shall not have agreed in writing to an extension of such 30-day period prior to its expiration; provided, however, that such time shall be extended if corrective action is instituted within the applicable period and so long as such action is diligently pursued until the default is corrected; or

(d) default (other than default under Subsection (a) or (b) of this Section 901 or a default in the observance and performance of

any covenant, condition or agreement contained in Section 8.1 of the Agreement) in the due and punctual observance and performance of any covenant, condition or agreement of the User contained in the Agreement or the Mortgage shall have occurred, and such default shall have continued for a period of thirty (30) days after there has been given, by certified mail, to the Corporation and the User by the Trustee, or to the Corporation, the User and the Trustee by the holders of not less than 25% in principal amount of the outstanding Bonds, a written notice specifying such default and requiring the same to be remedied and the Corporation and the Trustee shall not have agreed in writing to an extension of such 30-day period prior to its expiration; provided, however, that if the default stated in the notice cannot be corrected within the applicable period, such time shall be extended if corrective action is instituted by the User within the applicable period and so long as such action is diligently pursued until the default is corrected; or

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(e) an order of relief shall be issued by the Bankruptcy Court of the United States District Court having valid jurisdiction, granting the User or the Guarantor relief under the provisions of the Bankruptcy Reform Act of 1978, as amended, or any other court having valid jurisdiction shall issue an order or decree under applicable federal or state law providing for the appointment of a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the User or the Guarantor or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

(f) the User or the Guarantor shall have consented to the institution of proceedings in bankruptcy against it, or the User or the Guarantor shall have consented to the institution of any proceeding against it under any federal or state insolvency laws, or the User or the Guarantor shall have consented to the filing of any petition, application or complaint seeking the appointment of a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the User or the Guarantor or of any substantial part of its property, or the User or the Guarantor shall have made an assignment for the benefit of creditors, or the User or the Guarantor shall generally not pay its debts as they become due; or

(g) the Guarantor shall have failed to have maintained its corporate existence or shall have been dissolved or shall have otherwise disposed of all or substantially all of its assets or

shall have consolidated with or merged into another corporation, except to the extent permitted by the Guarantee Agreement; or

(h) default in the due and punctual observance and performance of any covenant, condition or agreement of the Guarantor contained in the Guarantee Agreement (other than a default resulting in an event of default under Subsections (a), (b) and (g) of this Section 901) shall have occurred and such default shall have continued for a period of thirty (30) days after there has been given, by certified mail, to the Corporation and the Guarantor by the Trustee or to the Corporation, the Guarantor and the Trustee by the holders of not less than 25% in principal amount of the outstanding Bonds, a written notice specifying such default and requiring the same to be remedied.

If the Corporation is prevented by reason of force majeure from avoiding default under Subsection (c) above and it gives notice and full particulars of such force majeure in writing to the Trustee and the User, then the obligations of the Corporation under this Indenture and the Collateral Assignment which are the subject of the force majeure shall be suspended during the continuance of the inability then claimed including a reasonable time for removal of the effect thereof. The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States, or of any State thereof, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, droughts, arrests, restraining of government and people, civil disturbances, explosions, breakage or accidents to machinery, transmission pipes or canals, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other cause not reasonably within the control of the party claiming such inability. The requirement that any force majeure shall be reasonably beyond the control of the Corporation shall be deemed to be fulfilled even though the existing or impending strike, lockout or other disturbance may not be settled but could have been settled by acceding to the demand of the opposing person or persons. The occurrence of any event of force majeure shall not suspend or otherwise abate, and the Corporation shall not be relieved from, its obligation to make the payments of principal, interest and premium, if any, required to be made by it under this Indenture.

If any portion of the Loan Payments payable under Section 4.1 of the Agreement shall not be paid at the time therein specified, then if any of the portion not paid is attributable to payment of principal of (or premium, if any, on) any Bond (whether at maturity, redemption or acceleration) the Trustee shall promptly give telephonic or personal

notice of such failure to the Chairman of the Board, the President, a Vice President, the Treasurer or an Assistant Treasurer of the User and the Guarantor and shall immediately thereafter confirm such notice by telegram or by a letter personally delivered to the Corporation, the Guarantor and the User; or if any of the portion not paid is attributable to interest on the Bonds, then the Trustee within 72 hours of the failure to pay such portion shall give notice of such failure to the User and the Guarantor.

Section 902. Acceleration. If an event of default shall have occurred and be continuing, the Trustee may, and upon the written request of the holders of not less than 25% in aggregate principal amount of the Bonds then outstanding shall, by notice in writing to the Corporation, the Guarantor and the User (which notice, in all cases other than an event of default of the character specified in Subsection (a), (b), (e), (f), (g) or (h) of Section 901 of this Indenture, shall have been received by the User at least five (5) business days prior to the date the acceleration is to become effective), declare the principal of all Bonds then outstanding and the interest accrued thereon immediately due and payable. On the fifth (5th) business day after such notice is received by the User in the case of an event of default under Subsection (c) or (d) of Section 901 of this Indenture, and on the day on which such notice is given by the Trustee in the case of an event of default under Subsection (a), (b), (e), (f), (g) or (h) of Section 901 of this Indenture, subject to the provisions of Section 912 of this Indenture, such principal and interest shall become and be due and payable. All amounts so becoming due and payable shall, to the extent permitted by applicable law, bear interest from the date they become due and payable until paid at the rate or rates of interest borne by the Bonds with respect to which such amounts are payable.

Section 903. Other Remedies. If an event of default shall have occurred and be continuing, the Trustee may pursue any available remedy by action at law or suit in equity to enforce the payment of the principal of and premium, if any, and interest on the Bonds and coupons then outstanding, or to enforce the performance of any other term, covenant or condition hereof and such payment and performance may be enforced by the appointment of a receiver in equity with power to charge and collect Loan Payments, and to apply such Loan Payments in accordance with the Agreement and this Indenture. Without limiting the generality of the foregoing, if any event of default shall have occurred and be continuing, the Trustee may, by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the holders of the Bonds and coupons appertaining thereto and require the Corporation, the Guarantor or the User to carry out any agreements with or for the benefit of the holders of the Bonds and coupons appertaining thereto and to perform its or their duties under the Note, the Agreement, the Guarantee Agreement and this Indenture.

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If an event of default shall have occurred and be continuing, and if requested so to do by the holder or holders of at least 25% in principal amount of the Bonds then outstanding and if indemnified as provided in Subsection (b) of Section 1001 of this Indenture, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Section 903 as the Trustee, being advised by counsel, shall deem most expedient in the interest of the holders of the Bonds and coupons appertaining thereto.

No remedy by the terms of this Indenture conferred upon or referred to the Trustee (or to the holders of Bonds or any coupons appertaining thereto) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the holders of Bonds or coupons hereunder or now or hereafter existing at law or in equity or by statute.

Section 904. Failure to Exercise Remedies. No delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such right or power or shall be construed to be a waiver of any such default or event of default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

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No waiver of any default or event of default hereunder, whether by the Trustee pursuant to the provisions of Section 911 of this Indenture or by the Bondholders, shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereon.

Section 905. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the holder or holders of a majority in aggregate principal amount of the Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, and accompanied by indemnity as provided in Subsection (b) of Section 1001 of this Indenture, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or for the appointment of a receiver or any other proceedings hereunder; provided, however, that such direction shall not be contrary to law or the provisions of this Indenture and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith shall determine that the proceeding so directed would involve it in personal liability.

Section 906. Appointment of Receivers. Subject in all respects to the rights of the User under the Agreement and the Guarantor under

the Guarantee Agreement, if an event of default shall have occurred and be continuing, the Trustee may apply for the appointment of a receiver or receivers of the Trust Estate, and of the revenues, issues, earnings, income, products and profits thereof with such powers as the court making such appointment shall confer.

Section 907. Applications of Moneys. All moneys received by the Trustee with respect to the Trust Estate pursuant to any right given or action taken under the provisions of this Article IX, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, shall be deposited in the Debt Service Fund and all moneys so deposited in the Debt Service Fund and all moneys held or deposited in the Debt Service Fund during the continuance of an event of default (other than moneys for the payment of Bonds or coupons which have matured or otherwise become payable prior to such event of default or for the payment of interest due prior to such event of default) shall (after payment of the fees and expenses of the Trustee) be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys (other than moneys deposited in the escrow account referred to in Section 602 of this Indenture) shall be applied:

First--To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amounts available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds; and

Second--To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds which have matured or otherwise become payable prior to such event of default and moneys which are held in the Debt Service Fund for the payment of said Bonds), with interest at the rate or rates stated in the Bonds on such principal from the respective dates upon which the same became due and, if the amount available shall not be sufficient to pay in full the amount of principal and premium, if any, due on any particular

date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon all of the Bonds (other than Bonds which have matured or otherwise become payable prior to such event of default and moneys which are held in the Debt Service Fund for the payment of said Bonds which moneys shall be held and applied as provided in Section 307 of this Indenture), without preference or priority of principal or premium over interest or of interest over principal or premium, or of any installment of interest over any other installment of interest, or of any Bonds over any other Bond (except as aforesaid), ratably, according to the amounts due respectively for principal, premium, if any, and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds. If such amounts are sufficient, they shall also be applied to the payment of interest on overdue installments of interest (to the extent permitted by applicable law) or principal or premium at the rate of interest borne by such Bonds.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article IX then, subject to the provisions of Subsection (b) of this Section 907 in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Subsection (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section 907, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the

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fixing of any such date, and shall not be required to make payment to the holder of any unpaid coupon or any Bond until such coupon or such Bond and all unmatured coupons, if any, appertaining to such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever the principal of and premium, if any, and interest on all the Bonds have been paid under the provisions of this Section 907 and all expenses and charges of the Trustee and any Co-Paying Agent have been paid, any balance remaining in the Debt Service Fund shall be paid to the User as a refund of Loan Payments.

Section 908. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds or coupons appertaining thereto may be enforced by the Trustee without the possession of any of the Bonds or coupons or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds or coupons, and any recovery of judgment shall, subject to the provisions of Section 907 of this Indenture, be for the equal benefit of all holders of the outstanding Bonds and coupons appertaining thereto.

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Section 909. Rights and Remedies of Bondholders. No holder of any Bond or coupon shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless all of the following conditions shall have been met: (a) a default has occurred of which the Trustee has been notified as provided in Subsection (j) of Section 1001 of this Indenture, or of which by said Subsection it is deemed to have notice, (b) such default shall have become an event of default and shall be continuing, (c) a holder or holders of not less than 25% in aggregate principal amount of the Bonds then outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name, (d) such Bondholders shall have offered to the Trustee indemnity as provided in Subsection (b) of Section 1001 of this Indenture, and (e) the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding. Notwithstanding the preceding sentence, no one or more holders of the Bonds or coupons shall have any right in any manner whatsoever to enforce any right hereunder except in the manner herein provided and for the equal benefit of the holders of all the Bonds and coupons then outstanding. Nothing in this Indenture shall, however, affect or impair the right of

any holder of Bonds or coupons to enforce payment of the principal of and premium, if any, and interest on any Bond or coupon at and after the maturity thereof, or the obligation of the Corporation to pay the principal of and premium, if any, and interest on each of the Bonds issued hereunder to the respective holders thereof at the time and place, from the source and in the manner expressed herein and in such Bonds and the coupons appertaining thereto.

Section 910. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Corporation, the User and the Trustee shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 911. Waivers of Events of Default. If, after an event of default but prior to a declaration of acceleration of the maturity of the principal amount of the Bonds, all amounts which would then be payable hereunder by the Corporation if such default had not occurred and was not continuing (with interest on such amounts, to the extent permitted by applicable law, from the date upon which due, at the rate or rates of interest borne by such Bonds) shall have been paid by or on behalf of the Corporation and the Corporation, the Guarantor and the User shall have also performed all other obligations in respect of which either is then in default hereunder or under the Agreement, the Mortgage, the Collateral Assignment, the Guarantee Agreement or the Note, and shall have paid the reasonable charges and expenses of the Trustee and the holders of the Bonds, including reasonable attorneys' fees paid or incurred, then and in every case the Trustee shall waive such event of default and rescind and annul any remedial step theretofore taken by it in respect of such default and its consequences.

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After a declaration of acceleration of maturity of principal but prior to obtaining a final judgment for payment of all of the principal of the outstanding Bonds, the Trustee shall waive any event of default hereunder and its consequences and rescind any such declaration upon the written request of the holder or holders of a majority in aggregate principal amount of the Bonds then outstanding in respect of which such default exists; provided, however, that there shall not be so waived without the consent of the holder of each Bond or coupon so affected (a) any event of default in the payment of the principal of such Bond at the date of payment specified therein or (b) any default in the payment when due of the interest or premium, if any, on such Bonds. In case of any such waiver or rescission, then and in every such case, the Corporation, the User, the Guarantor, the Trustee and the holders of the Bonds and

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coupons appertaining thereto, if any, shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

A waiver by the Trustee of any event of default in accordance with the terms and provisions hereof shall also constitute a waiver of the corresponding event of default under the Agreement and its consequences thereunder.

Section 912. Usury. Notwithstanding any provision of this Indenture to the contrary, it is hereby agreed that in no event shall the User be required to pay interest on the loan made under the Agreement (including interest on the Note pursuant to Section 4.1 thereof, together with any other costs or considerations that constitute interest under the laws of the State which are contracted for, charged or received pursuant to the Agreement) at a rate in excess of the maximum nonusurious interest rate, and in the event that upon an acceleration pursuant to Section 902 hereof, the amount available for payment of the Bonds in accordance with the Agreement and this Indenture is, solely as a result of the provisions of Section 4.5 of the Agreement, insufficient to pay the amount of the entire principal of and accrued interest on the Bonds which is otherwise due and payable, the amount of such deficiency shall be cancelled automatically as of the date of such acceleration.

(End of Article IX)

ARTICLE X

THE TRUSTEE AND CO-PAYING AGENTS

Section 1001. Rights and Obligations of Trustee. (a) The Trustee accepts the trusts hereby created and agrees to perform the duties herein required of it upon the terms and conditions hereof. The Trustee shall have the right, power and authority, at all times, to do all things, not inconsistent with the express provisions of this Indenture which it may deem necessary or advisable in order to (i) enforce the provisions of this Indenture, (ii) take any action with respect to any event of default, (iii) institute, appear in or defend any suit or other proceeding with respect to an event of default, or (iv) protect the interests of the holders of the Bonds or coupons appertaining thereto at any time outstanding. The Trustee shall be responsible only for performing those duties of the Trustee specifically provided for herein and no implied duties or liabilities shall be read into this Indenture against the Trustee.

(b) The Corporation agrees to indemnify, and save harmless, the Trustee (but only to the extent of the performance by the User pursuant to its indemnity of the Corporation provided in Section 8.1 of the Agreement) against and from any liability or damages which it may incur or sustain, in good faith, and without negligence or willful misconduct, in the exercise and performance of any of its powers and duties hereunder. The Trustee shall be under no obligation to take any action to protect, preserve or enforce any rights or interests in the Trust Estate or towards the execution or enforcement of the trust hereby created or otherwise hereunder, whether on its own motion or at the request of any other person which shall be, in its opinion, likely to involve expense or liability not otherwise provided for herein, unless one or more of the holders of the Bonds then outstanding shall offer and furnish reasonable indemnity against liability and expense to the Trustee.

(c) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees appointed by it with due care but shall be answerable for the conduct of the same in accordance with the standards hereinbelow specified, and may in all cases pay reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trust hereof. The Trustee may act upon an opinion of its counsel and shall not be responsible for any loss or damage resulting from taking or omitting to take any action in good faith in reliance upon such opinion of counsel.

(d) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect of the certificate of the Trustee en-

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dorsed on the Bonds), or for the recording or rerecording, registration or reregistration, filing or refiling of this Indenture, or for the validity of the execution by the Corporation of this Indenture or instruments of further assurance, or for the sufficiency or maintenance of the security for the Bonds and coupons appertaining thereto, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Corporation or on the part of the User under the Agreement or the Guarantor under the Guarantee Agreement, but the Trustee may require of the Corporation full information and advice as to the performance of the covenants, conditions and agreements aforesaid; provided, however, that nothing herein shall require disclosure of (i) any trade secrets of the Corporation, the Guarantor or the User or (ii) any other confidential processes, techniques or information which the Corporation, the Guarantor or the User is not free to disclose, whether by virtue of any applicable statute, governmental security regulation, technical assistance agreement, patent license or similar agreement relating to the acquisition or interchange of technology or otherwise. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Indenture. The User has agreed in the Agreement that if any such loss causes the amount in the Debt Service Fund to be insufficient at any time to pay the principal of and premium, if any, and interest on the Bonds then due and payable, it will forthwith deposit into the Debt Service Fund the amount of any such insufficiency. The Trustee shall not be responsible for paying interest on any uninvested funds held by it hereunder.

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(e) The Trustee shall not be accountable for the use of any Bonds properly authenticated or delivered hereunder.

(f) In the absence of bad faith on its part, the Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture or the Agreement upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(g) The resolutions, opinions, certificates and other instruments provided for in this Indenture or the Agreement may, in the absence of bad faith on its part, be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein.

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(h) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, document or proceedings, the Trustee, in the absence of bad faith on its part, shall be entitled to rely upon a certificate signed on behalf of the Corporation by an officer or director of the Corporation or such other person as may be designated for such purpose by resolution of the Board of the Corporation and attested by the Secretary of the Corporation or such other person as may be designated for such purpose by resolution of the Board of the Corporation as sufficient evidence of the facts therein contained and, prior to the occurrence of a default of which the Trustee has been notified as provided in Subsection (j) of this Section 1001 or of which by said Subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Secretary of the Corporation to the effect that a resolution in the form therein set forth has been adopted by the Board of the Corporation as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

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(i) The permissive right of the Trustee to do things enumerated in this Indenture and in the Collateral Assignment shall not be construed as a duty and, except as provided in the next succeeding sentence in respect of the period during the continuance of an event of default, the Trustee shall not be liable for any action reasonably taken or omitted to be taken by it in good faith and reasonably believed by it to be within the discretion or power conferred upon it hereby, or be responsible other than for its own negligence or willful acts or omissions. In case an event of default has occurred and is continuing of which the Trustee has been notified as provided in Subsection (j) of this Section 1001 or of which by said Subsection it is deemed to have notice, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and the Collateral Assignment, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(j) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder unless the Trustee shall be specifically notified of such default in writing by the Corporation, the User or by a holder or the holders of at least 25 per cent in aggregate principal amount of the Bonds then outstanding, and in the absence of such notice the Trustee may conclusively assume there is no default; provided, however, that the Trustee shall be required to take and be deemed to have notice of its failure to receive the moneys necessary to make payments when due of principal, interest or premium, if any.

(k) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the books, papers and records of the Corporation pertaining to the Project and the Bonds, and to make such memoranda from and in regard thereto as may be desired; provided, however, that nothing herein shall require disclosure by the Corporation of (i) any trade secrets of the Corporation, the Guarantor or the User or (ii) any other confidential processes, techniques or information which the Corporation, the Guarantor or the User is not free to disclose, whether by virtue of any applicable statute, governmental security regulation, technical assistance agreement, patent license or similar agreement relating to the acquisition or interchange of technology or otherwise.

(l) The Trustee shall not be required to give any bond or surety in respect of the execution of its rights and duties under this Indenture.

(m) The Trustee hereby acknowledges that it has accepted the trusts imposed upon it by the Agreement and the Collateral Assignment and the Guarantee Agreement subject to the terms and conditions thereof and hereby agrees duly to perform and abide by the terms thereof insofar as they purport to bind, impose duties on or relate to the Trustee subject, however, to the limitations, exemptions and exceptions contained in this Indenture.

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Section 1002. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to reasonable compensation for its services rendered hereunder and to reimbursement for its actual out-of-pocket expenses (including counsel fees) necessarily incurred in connection therewith. Pursuant to the provisions of Section 11.3 of the Agreement, the User has agreed to pay to the Trustee such compensation and reimbursement but the User may, without creating a default hereunder, contest in good faith the necessity for and the reasonableness of any such services and expenses.

Section 1003. Notice to Bondholders if Default Occurs. If a default occurs consisting of a failure to make a payment of which the Trustee is by Subsection (j) of Section 1001 of this Indenture required to take notice, then if such default continues for at least five business days the Trustee shall give written notice thereof by first class mail to the last known holders of all Bonds then outstanding shown by the list of Bondholders required by Section 705 to be kept at the corporate trust office of the Trustee, and to the registered holders of Bonds then outstanding appearing on the register kept by the Trustee as required by Section 304 of this Indenture, addressed to such holders at the addresses last appearing on such list and register.

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Section 1004. Intervention by Trustee. Subject to the Agreement, the Trustee may intervene on behalf of the holders of Bonds and coupons appertaining thereto in any judicial proceeding to which the Corporation is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of such holders of the Bonds or coupons, and shall do so if requested in writing by the holder or holders of at least a majority in aggregate principal amount of the Bonds then outstanding, provided that the Trustee shall first have been offered such reasonable indemnity as it may require against the costs, expenses and liabilities which it may incur in or by reason of such proceeding. The rights and obligations of the Trustee under this paragraph are subject to the approval of a court of competent jurisdiction.

Without limiting the generality of the foregoing, in case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the User, the Guarantor or the property of the User or the Guarantor, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Corporation for the payment of overdue principal or interest) shall be entitled and empowered under this Indenture (and shall do so if requested by the holder or holders of at least a majority in aggregate principal amount of the Bonds then outstanding, and offered the reasonable indemnity referred to in the next preceding paragraph) by intervention in such proceeding or otherwise:

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(a) to file and prove a claim for the whole amount of principal (and premium, if any) and interest owing and unpaid in respect of the Bonds and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the holders of the Bonds and coupons appertaining thereto, if any, allowed in such judicial proceeding; and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each holder of the Bonds and coupons appertaining thereto, if any, to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the holders of the Bonds and coupons appertaining thereto, if any, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

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Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any holder of a Bond or coupon any plan of reorganization, arrangement, adjustment or composition affecting the Bonds or the rights of any holder thereof, or to authorize the Trustee to vote in respect of the claim of any holder of a Bond or coupon in any such proceeding.

Section 1005. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole, or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

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Section 1006. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days' notice by (i) publishing notice of its resignation in the same manner as publication of notice for the redemption of Bonds and (ii) giving written notice to the Corporation, the Guarantor and the User and by first class mail to each registered holder of Bonds then outstanding, addressed to such holder at the address last appearing in the Bond register required to be kept by Section 304 of this Indenture, and to each last known holder of Bonds then outstanding as shown by the list of Bondholders required by Section 705 of this Indenture to be kept by the Trustee, addressed to such holder at the address last appearing in such list. Such resignation shall take effect upon the appointment of a successor or temporary Trustee by the Bondholders or by the Corporation in accordance with Section 1008 of this Indenture. Such notice to the Corporation, the Guarantor and the User may be served personally or sent by registered mail.

Section 1007. Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, the Corporation, the Guarantor and the User and signed by the holder or holders of not less than a majority in aggregate principal amount of the Bonds then outstanding. Any such removal shall take effect upon the appointment of a successor Trustee in accordance with Section 1008 of this Indenture.

Section 1008. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign, be removed, be dissolved, or be in course of dissolution or liquidation, or

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otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by the holder or holders of a majority in aggregate principal amount of the Bonds then outstanding, by an instrument or concurrent instruments in writing (with the prior approval of the User if the User is then not in default under the Agreement, which approval shall not unreasonably be withheld) by such holder or holders, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Corporation by an instrument executed and signed by the President or the Vice President of the Corporation and attested by the Secretary of the Corporation may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Board of the Corporation shall immediately and without further act be superseded by the Trustee so appointed by such holder or holders. Every such Trustee so appointed pursuant to the provisions of this Section 1008 shall be a trust company, banking association or bank in good standing, within or outside the State having aggregate capital and surplus of not less than $50,000,000 if there be such an institution willing, qualified and able to accept the trust upon the terms stated herein and otherwise shall have total assets as near as reasonably possible to that sum.

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Section 1009. Concerning Any Successor Trustees. Each successor Trustee appointed under the provisions of Section 1008 of this Indenture shall execute, acknowledge and deliver to its predecessor and also to the Corporation an instrument in writing accepting such appointment hereunder, and thereupon each successor, without any further act, deed or conveyance, shall become fully vested with all the rights, powers, trusts, duties and obligations of its predecessor and shall become custodian of the Debt Service Fund (and other funds held by the Trustee in accordance with the Agreement, the Guarantee Agreement or this Indenture) and Bond register; but such predecessor shall, nevertheless, on the written request of the Corporation, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of such predecessor hereunder. Every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor together with all books and records, or facsimile copies thereof, pertaining to the discharge of the functions of such successor. Should any instrument in writing from the Corporation be required by any successor Trustee for more fully and certainly vesting in such successor the property interests, rights, powers, trusts and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Corporation. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this

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Article X shall be filed and/or recorded by the successor Trustee in each recording office where this Indenture or a notice thereof shall have been filed and/or recorded.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment or governmental or other charge which is payable from or may become a lien on any part of the Trust Estate is not paid, the Trustee may pay such tax, assessment or charge, without prejudice, however, to any rights of the Trustee or the holders of Bonds or coupons hereunder arising in consequence of such failure; and any amount at any time so paid under this Section 1010, with interest thereon from the date of payment at the rate of six per cent per annum or a rate which is one percent in excess of the prime interest rate then charged by the Trustee to its prime commercial borrowers in its lending capacity as a bank, whichever is, in whole or part, greater and lawfully chargeable, shall become additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over any of the Bonds or coupons, and shall be paid out of the proceeds of revenues collected from the Trust Estate, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the holder or holders of at least a majority in aggregate principal amount of the Bonds then outstanding and shall have been provided with adequate funds for the purpose of such payment.

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Section 1011. Appointment of Co-Paying Agents. The Trustee shall be the paying agent for the Bonds. The Corporation may at any time or from time to time, with the approval of the User, appoint one or more Co-Paying Agents for any series of the Bonds, in the manner and subject to the conditions set forth in Section 1012 of this Indenture for the appointment of a Co-Paying Agent, and in the absence of such appointment the Trustee shall be the sole paying agent for the Bonds. Each Co-Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by written instrument of acceptance deposited with the Corporation and the Trustee under which such Co-Paying Agent shall agree with the Trustee and such Co-Paying Agent will:

(a) hold all sums held by it for the payment of the principal of (and premium, if any) or interest on Bonds in trust for the benefit of the owners of such Bonds and of the coupons until such sums shall be paid to such owners or otherwise disposed of as herein provided; and

(b) upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Co-Paying Agent.

The Corporation hereby covenants and agrees to cause the necessary arrangements to be made through the Trustee and to be thereafter continued, and the Trustee agrees to exercise its best efforts to carry out its functions in such arrangements, whereby funds derived from the sources specified in Section 701 of this Indenture will be made available for the payment of such of the Bonds and interest coupons thereunto appertaining as are presented when due at the appropriate offices of the Co-Paying Agents.

Section 1012. Co-Paying Agents. Any Co-Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' written notice to the Corporation and the Trustee. Any Co-Paying Agent may be removed at any time with the consent of the User by an instrument filed with such Co-Paying Agent and the Trustee and signed by an officer of the Corporation. Any Co-Paying Agent shall be appointed by the Corporation, with the approval of the User, and shall be a bank or trust company duly organized under the laws of the United States of America or any state or territory thereof, in good standing, having a combined capital and surplus aggregating at least $50,000,000, if there be such an institution willing, qualified and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture and otherwise such an institution having capital and surplus as near as reasonably possible to such sum.

In the event of the resignation or removal of any Co-Paying Agent, such Co-Paying Agent shall pay over, assign and deliver any moneys held by it as Co-Paying Agent to its successor, or if there be no successor, to the Trustee.

Any bank or trust company with or into which any Co-Paying Agent may be merged or consolidated, or to which the corporate trust business and assets of such Co-Paying Agent may be sold, shall be deemed the successor of such Co-Paying Agent for the purposes of this Indenture.

Each Co-Paying Agent shall enjoy the same protective provisions in the performance of his duties hereunder as are specified in Section 1001 of this Indenture with respect to the Trustee, insofar as such provisions may be applicable.

Section 1013. Dealing in Bonds. The Trustee and Co-Paying Agents, and any of their directors, officers, employees or agents, may become the owners of Bonds and coupons secured by this Indenture with the same rights which it or they would have hereunder if the Trustee or Co-Paying Agent were not such.

Section 1014. Adoption of Authentication. In case any of the Bonds contemplated to be issued hereunder shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of the original Trustee or of any successor of it as Trustee hereunder and deliver the said Bonds so authenticated as hereinbefore provided; and in case any of such Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds either in the name of any predecessor or in its own name. In all such cases such certificate of authentication shall have the same force and effect as provided in the Bonds or in this Indenture with respect to the certificate of authentication of the Trustee.

(End of Article X)

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ARTICLE XI

SUPPLEMENTAL INDENTURES AND AMENDMENT OF AGREEMENT,
GUARANTEE AGREEMENT,
MORTGAGE AND COLLATERAL ASSIGNMENT
AND NOTE

Section 1101. Supplemental Indentures and Amendments to Mortgage or Collateral Assignment Not Requiring Consent of Bondholders. The Corporation and the Trustee may, without the consent of, or notice to, any of the holders of the Bonds or coupons appertaining thereto, enter into an indenture or indentures supplemental to this Indenture or any amendments to the Mortgage or the Collateral Assignment for any one or more of the following purposes:

(a) to cure any ambiguity, formal defect, omission or inconsistent provision in this Indenture or in the Bonds or coupons appertaining thereto; provided, however, that such action shall not, in the opinion of counsel to the Trustee, materially adversely affect the interests of the holders of the Bonds or coupons appertaining thereto;

(b) to grant to or confer upon the Trustee for the benefit of the holders of the Bonds or coupons appertaining thereto any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Bonds or coupons appertaining thereto or the Trustee;

(c) to add to the covenants and agreements of the Corporation contained in this Indenture other covenants and agreements of, or conditions or restrictions upon, the Corporation or to surrender or eliminate any right or power reserved to or conferred upon the Corporation in this Indenture;

(d) to subject to the lien and pledge of this Indenture additional revenues, properties or collateral;

(e) to provide for the issuance, sale and delivery of Additional Bonds as provided in Article II of this Indenture and, in connection therewith, to provide for (i) the deposit of the proceeds of such Additional Bonds in the Construction Fund or any other depository, (ii) the disbursement of such proceeds in connection with the payment of the expenses of the issuance of such Additional Bonds and the cost of all or any part of the facilities to be financed by means of such Additional Bonds except in the case of refunding bonds, (iii) the payment of the principal of and premium, if any, and interest on such Additional Bonds and (iv) any

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variations from the provisions of Article III of this Indenture as permitted in Section 308 of this Indenture; or

(f) to evidence any succession to the Corporation or the Trustee and the assumption by such successor of the covenants and agreements of its predecessor under this Indenture, the Bonds and the Agreement.

When requested by the Corporation, the Trustee shall, subject to Section 1105 hereof, join the Corporation in the execution of any supplemental indenture.

Section 1102. Supplemental Indentures and Amendments of Mortgage or Collateral Assignment Requiring Consent of Bondholders. (a) The Corporation and the Trustee may, at any time, enter into one or more supplements to this Indenture or amendments to the Mortgage or the Collateral Assignment amending, modifying, adding to or eliminating any of the provisions of this Indenture but, if such supplement is not of the character described in Section 1101 of this Indenture, only with the consent given in accordance with Section 1201 of this Indenture of the holder or holders of not less than a majority in aggregate principal amount of the Bonds then outstanding.

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(b) Notwithstanding the provisions of Subsection (a) of this Section 1102, (i) no supplement to this Indenture shall, without the consent of the holder of each Bond so affected, extend the maturity date of any Bond, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, or reduce any premium payable upon the redemption thereof, or extend or reduce the amount of any mandatory redemption requirement, or make the principal thereof or interest or premium thereon payable in any coin or currency other than that hereinbefore provided, and (ii) no supplement to this Indenture or amendment of the Mortgage or the Collateral Assignment shall, without the consent of the holder, deprive such holder of the lien hereof on the revenues pledged hereunder and on the Trust Estate. Moreover, without the consent of the holder of each Bond then outstanding, no supplement to this Indenture or amendment to the Mortgage or the Collateral Assignment shall (A) permit the creation of any additional lien on the Trust Estate hereunder equal or prior to the lien hereof, (B) reduce the aggregate principal amount of Bonds the holders of which are required to approve any such supplement or an amendment, change or modification of the Agreement, the Mortgage, the Collateral Assignment or this Indenture, (C) increase the percentage of the principal amount of Bonds necessary to require the Trustee to declare the principal of and interest on the Bonds due and payable pursuant to Section 902 of this Indenture, or (D) provide a privilege or priority of any Bond or Bonds over any other Bond or Bonds. The preceding sentence shall not be

construed as limiting the Corporation's right to issue Additional Bonds in accordance with the provisions of this Indenture.

Section 1103. Amendments of Agreement or Note Not Requiring Consent of Bondholders. The Trustee may, without the consent of, or notice to, any of the holders of the Bonds or coupons appertaining thereto, consent to any amendment, change or modification of the Agreement or the Note, and the Corporation and the User may then enter into such amendment or make such change or modification, for any one or more of the following purposes:

(a) to provide for the issuance, sale and delivery of Additional Bonds as provided in Article II of this Indenture and, in that connection, to provide for the deposit and disbursement of the proceeds of the sale of such Additional Bonds and the construction or installation of the facilities the cost of which is to be financed from the proceeds of such Additional Bonds (except in the case of refunding bonds);

(b) to cure any ambiguity, inconsistency or formal defect or omission;

(c) to increase the payments to be made by the User thereunder;

(d) to modify Section 8.1 of the Agreement or to add any provision or make any other change that does not in the opinion of counsel to the Trustee, materially adversely affect the interests of the holders of the Bonds or the coupons appertaining thereto; or

(e) to modify the Agreement as permitted by Section 2.2 thereof or as otherwise required by the provisions of the Agreement or this Indenture.

Subject to Section 1105 of this Indenture, the Trustee shall consent to any such amendment, change or modification when requested by the User and the Corporation.

Section 1104. Amendments of Agreement or Note Requiring Consent of Bondholders.

(a) The Trustee may consent to, and the Corporation and the User may then enter into, one or more amendments, changes or modifications of the Agreement or the Note not of the character described in Section 1103 of this Indenture but only with the consent given in accordance with Section 1201 of this Indenture of the holder or holders of not less than a majority in aggregate prin-

cipal amount of the Bonds then outstanding and affected by such amendment, change or modification.

(b) Notwithstanding the provisions of Subsection (a) of this Section 1104, no amendment, change or modification of the Agreement or the Note shall, without the consent of the holder or holders of each Bond then outstanding, (i) decrease the Loan Payments payable under the Agreement or the Note, or (ii) reduce the User's or the Corporation's obligations under Sections 3.8, 4.4, 7.2 and 8.2 of the Agreement.

Section 1105. Rights of Trustee and the User. Notwithstanding the foregoing provisions of this Article XI, the Trustee shall not be required to enter into any supplement hereto, and the Trustee shall not be required to consent to or enter into any amendment, change or modification of the Agreement, the Mortgage, the Collateral Assignment, the Guarantee Agreement or the Note unless it shall have received an opinion of counsel, addressed to the Trustee, satisfactory to it, that such supplement or amendment, change or modification complies with the provisions of this Article XI. Moreover, the Trustee shall not be required to execute any supplement to this Indenture or amendment to the Collateral Assignment (except a supplement hereto or amendment providing for the issuance of Additional Bonds pursuant to Article II of this Indenture entitling the Trustee to the same rights, privileges and immunities in respect of such Additional Bonds as provided hereby in respect of the Original Bonds), and the Trustee shall not be required to consent to or enter into any amendment, change or modification of the Agreement, the Guarantee Agreement, the Mortgage, the Collateral Assignment or the Note if such supplement or amendment, change or modification affects its rights, duties or immunities hereunder or under the Agreement, the Guarantee Agreement, the Mortgage, the Collateral Assignment or the Note, in which case the Trustee may, in its discretion, but shall not be obligated to, enter into or consent to such supplement, amendment, change or modification. The Trustee shall not unreasonably withhold such entry and consent. The Trustee shall not execute any supplement to this Indenture or amendment of the Collateral Assignment without first having given the User 45 days (or such shorter period as the User may agree) notice of its intention to execute such supplement, accompanied by a copy thereof, nor, as long as the User is not in default under the Agreement, the Note, the Mortgage or the Collateral Assignment, shall the Trustee execute any such supplement without the prior written consent of the User.

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Section 1106. Amendments of Guarantee Agreement. Without the consent of the holders of the Bonds and the coupons appertaining thereto, the Trustee and the Guarantor may enter into any amendment, change or modification of the Guarantee Agreement to cure any ambiguity, formal

defect, inconsistency or minor omission, and to permit the assignment of the Agreement by the User in accordance with the provisions thereof or to reflect the issuance of Additional Bonds in accordance with Article II hereof or refunding bonds in accordance with Section 710 hereof. The Guarantor and the Trustee shall not enter into any other amendment, change or modification of the Guarantee Agreement that may adversely affect the rights of the Corporation, the Trustee or the holders of the Bonds and the coupons appertaining thereto without the consent of the holders of each Bond then outstanding that will be adversely affected by such amendment, change or modification.

(End of Article XI)

ARTICLE XII

MISCELLANEOUS

Section 1201. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by a Bondholder may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholder in person or by his duly authorized attorney. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writings appointing any such attorney and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted to be taken by the Trustee under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds and/or coupons transferable by delivery and the amounts, the series and the numbers of such Bonds, and the date of the holding of same, may be proved by a certificate executed by any trust company or bank, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank, as the property of such party, the Bonds and/or coupons therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds and/or coupons have been deposited with a bank, or trust company, before taking any action based on such ownership.

(c) The fact of ownership by any person of Bonds registered as to principal only (except to bearer) or fully registered Bonds shall be proved by the registration books maintained by the Trustee as Bond registrar.

In lieu of the foregoing the Trustee may accept such other proofs of the foregoing as it shall deem appropriate.

Consents to amendments to the Agreement, the Note, the Mortgage, the Collateral Assignment, the Guarantee Agreement and to this Indenture may be consolidated in a single instrument.

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Any consent or other action by a holder of any Bond shall bind every future holder of the same Bond and the holder of any Bond issued in exchange therefor or in lieu thereof.

Consents required pursuant to Sections 1102 and 1104 of this Indenture shall be valid only if given following the giving of notice by or on behalf of the Corporation requesting such consent and setting forth the substance of the supplement to this Indenture or the amendment, change or modification of the Agreement, the Guarantee Agreement or the Note, in respect of which such consent is sought, and stating that copies thereof are available at the office of the Trustee for inspection, to the holders of Bonds whose consent is required in accordance with said Sections 1102 and 1104 of this Indenture, as the case may be. Such notice shall be given (i) by publication at least once in each of two successive calendar weeks in a newspaper of general circulation in New York, New York, which carries financial news and is customarily published on each business day, and in such other publications, if any, as the Trustee may deem advisable, and (ii) by mail to each registered holder of Bonds whose consent is required at the address appearing on the register maintained by the Trustee pursuant to Section 304 of this Indenture, and to the holders of Bonds whose consent is required and who have caused their addresses to be entered on the list maintained by the Trustee pursuant to Section 705 of this Indenture, at their respective addresses as they last appear on such register and list.

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Section 1202. Limitation of Rights. With the exception of rights conferred upon the User herein or in the Agreement, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto, the User, the Guarantor and the holders of the Bonds and coupons, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the User, the Guarantor and the holders of the Bonds and coupons as herein provided.

Section 1203. Severability. If any provision of this Indenture or the Collateral Assignment shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, subsections or sections contained in this

Indenture or in the Collateral Assignment shall not affect the remaining portions of this Indenture or the Collateral Assignment, or any part thereof.

Section 1204. Notices. Except as otherwise specifically provided in this Indenture, all notices, requests, demands, directions and other communications hereunder shall be in writing and shall be deemed sufficiently made when sent by certified mail, postage prepaid, return receipt requested, or when sent by telegram confirmed the same day in writing by certified mail, return receipt requested, postage prepaid, addressed in each case as follows:

if to the Corporation:
FORT BEND COUNTY
INDUSTRIAL DEVELOPMENT CORPORATION
310 Orchard Street
Missouri City, Texas 77459
Attention:
President

if to the Trustee:
FIRST CITY NATIONAL BANK OF HOUSTON
1001 Main Street
Houston, Texas 77002
Attention:
Corporate Trust Division

if to the User:
STRAUS SYSTEMS, INC.
6626 Gulf Freeway; P. O. Box 2544
Houston, Texas 77001
Attention:
President

if to the Guarantor:
JETERO CORPORATION
6234 Richmond Avenue, Suite 100
Houston, Texas 77057
Attention:
General Counsel

or at such other address as may have been designated most recently in writing with specific reference to this Section 1204 by the addressee to the addressor, provided, however, that a duplicate copy of any communication to the Corporation, the Trustee or the User shall be sent at the same time and in like manner to each of the others. If certified mail is not then available, notices, requests, demands, directions and other communications hereunder shall be given by a method reasonably believed to provide actual notice and approved by the Trustee.

Section 1205. Waiver of Notice. Whenever the giving of notice is required under this Indenture, the giving thereof may be waived in writing by the person or persons entitled to receive such notice.

Section 1206. Payments Due on Sundays and Holidays. In any case where the date of maturity of principal of the Bonds, or an interest payment date, or the date fixed for redemption of any Bonds, shall be a Sunday or a legal holiday or a day (including Saturdays) on which banking institutions in the city where the principal corporate trust office of the Trustee is located are authorized by law or executive order to close and such corporate trust office is closed, then payment of interest or principal (and premium, if any) need not be made on such date, but may be made on the next succeeding business day not a Sunday or a legal holiday or a day upon which such banking institutions are authorized by law or executive order to close in such city with the same force and effect as if made on the date of maturity, and no interest shall accrue for the period after such date and prior to the date of payment as aforesaid; and further, payment of interest or principal (and premium, if any) need not be made at the office of a Co-Paying Agent on a date which is a legal holiday or a day (including Saturdays) on which banking institutions in the city where the principal corporate trust office of such Co-Paying Agent is located are authorized by law or executive order to close and such corporate trust office is closed, and payment may be made on the next succeeding business day not a legal holiday nor a day on which banking institutions in such city are authorized by law or executive order to close in such city with the same force and effect as if made on the date of maturity, interest payment date or the date fixed for redemption, as the case may be, and no interest shall accrue for the period after such date and prior to the date of payment as aforesaid.

Section 1207. Immunity of Certain Persons. No recourse under or upon any obligation, covenant or agreement of this Indenture, or of any Bond, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future member, officer or commissioner, as such, of the Corporation, or of any successor body politic, either directly or through the Corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability and all such claims being hereby expressly waived and released as a condition of, and as consideration for, the execution of this Indenture and the issue of the Bonds.

Section 1208. Return of Moneys from Non-presentment of Bonds or Coupons. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, at the date fixed for redemption thereof, or otherwise, or in the event any coupon shall not be presented for payment at the due date thereof, any funds which

shall be held for such purpose by the Trustee or a Co-Paying Agent and which remain unclaimed by the holder of the Bond or coupon not presented for payment for a period of four years after such due date thereof, shall upon request in writing by the User be paid to the User as an overpayment of the Loan Payments free of any trust or lien and thereafter the holder of such Bond or coupon shall look only to the User for payment without any interest thereon, and the Trustee shall have no further responsibility with respect to such moneys.

Section 1209. Performance by the User. Any requirement imposed by this Indenture or the Agreement on the Corporation may, if not performed by the Corporation, be performed by the User and such performance by the User shall constitute compliance with the requirements of this Indenture or the Agreement as if performed by the Corporation.

Section 1210. Counterparts. This Indenture may be executed in any number of counterparts, and each such counterpart shall be, and shall be deemed to be, an original. All such counterparts shall constitute but one and the same instrument.

Section 1211. Governing Law. This Indenture shall be governed, in all respects including validity, interpretation and effect by, and shall be enforceable in accordance with, the law of the State.

IN WITNESS WHEREOF, the FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION and FIRST CITY NATIONAL BANK OF HOUSTON, as the Trustee, have caused this Indenture to be signed and sealed in their behalf by their duly authorized representatives as of the date first written above.

FORT BEND COUNTY INDUSTRIAL
DEVELOPMENT CORPORATION

By_____
President

ATTEST:

By_____
Secretary

(SEAL)

FIRST CITY NATIONAL BANK OF HOUSTON,
as Trustee

By_____
Vice President and Trust Officer

ATTEST:

By_____
Assistant Cashier

(SEAL)

22

STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, a Notary Public of County, Texas, on this day personally appeared _____, President of the FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION, 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 the said FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION, a Texas nonprofit industrial development corporation, that he was duly authorized to perform the same by appropriate resolution of the Board of Directors of such nonprofit industrial development corporation, and that he executed the same as the act of such nonprofit industrial development corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this ___ day of _____, 1980.

(NOTARIAL SEAL)

_____
Notary

My Commission Expires:
_____, 19__

13

STATE OF §
§
COUNTY OF §

BEFORE ME, a Notary Public of County, , on this day personally appeared _____, Vice President and Trust Officer of FIRST CITY NATIONAL BANK OF HOUSTON, 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 the FIRST CITY NATIONAL BANK OF HOUSTON, a national banking association, that he was duly authorized to perform the same by appropriate resolution of the Board of Directors of such association and that he executed the same as the act of such association for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this ___ day of _____, 1980.

(NOTARIAL SEAL)

_____
Notary

My Commission Expires:
_____, 19__

22

EXHIBIT A

FORM OF ORIGINAL BONDS

(Form of Coupon Original Bond)

UNITED STATES OF AMERICA
STATE OF TEXAS
FORT BEND COUNTY
INDUSTRIAL DEVELOPMENT CORPORATION

INDUSTRIAL DEVELOPMENT REVENUE BOND
Series 1980
(Straus Systems, Inc., Project)

13

No. $5,000

[First]*

FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION (the "Corporation"), a nonprofit industrial development corporation created and existing under the Constitution and laws of the State of Texas (the "State"), for value received, hereby promises to pay to the bearer hereof, or, if this Bond be registered as to principal, to the registered holder hereof, but solely from the source and in the manner hereinafter provided, on the first day of January, 1993, unless this Bond shall have been duly called for previous redemption and payment of the redemption price shall have been made or provided for in accordance with the Indenture (as hereinafter defined), upon presentation and surrender of this Bond, the principal sum of FIVE THOUSAND DOLLARS ($5,000) and to pay interest on such sum from the date hereof at the rate of ten per centum (10%) per annum, semiannually on the first days of January and July of each year, commencing July 1, 1981, until the payment of such principal sum shall have been made or provided for. Principal and interest on this Bond are payable in lawful money of the United States of America, without deduction for paying agent services, at the principal corporate trust office of the Trustee, currently FIRST CITY NATIONAL BANK OF HOUSTON, Houston, Texas. All interest on this Bond accruing on and prior to maturity hereof is payable only on presentation and surrender at such office of the respective annexed interest coupons as they become due and payable.

* The paragraphs in this form are numbered in brackets for convenience of reference only and such numbers in brackets should not appear on the printed bonds.

[Second]

This Bond is one of the duly authorized issue of the Corporation's Industrial Development Revenue Bonds, Series 1980 (Straus Systems, Inc., Project) (the "Bonds"), aggregating in principal amount Two Million, One Hundred Thirty Thousand Dollars ($2,130,000), authorized by a resolution adopted by the Board of Directors of the Corporation on December 17, 1980 (the "Resolution"), all issued or to be issued under a trust indenture, dated as of December 1, 1980 (the "Indenture"), between the Corporation and the Trustee, pursuant to and in full conformity with the Constitution and the laws of the State. The Bonds are issued in order to provide funds for the Corporation to lend to STRAUS SYSTEMS, INC. (the "User"), a Texas corporation qualified to do business in the State, to finance the acquisition and construction of certain industrial facilities (together with the User's interest in the site thereof, the "Project"). The proceeds of the sale of the Bonds will be lent to the User pursuant to a loan agreement, dated as of December 1, 1980 (the "Agreement"), between the Corporation and the User and the User's obligations under the Agreement will be further evidenced by the User's execution and issuance of a note (the "Note") in an amount equal to the aggregate principal amount of the Bonds. The payment of the principal of and premium, if any, and interest on the Bonds has been unconditionally guaranteed by JETERO CORPORATION (the "Guarantor"), a Texas corporation, pursuant to a guarantee agreement, dated as of December 1, 1980 (the "Guarantee Agreement"), entered into by the Trustee and the Guarantor. In addition, contemporaneously with the execution of the Agreement, the User executed a certain deed of trust, security agreement, assignment of rents and financing statement, dated as of December 1, 1980 (the "Mortgage"), pursuant to which the User bargained, sold, granted, conveyed, transferred, mortgaged, pledged and assigned to Alexander C. Baker, as mortgage trustee, for the use and benefit of the Corporation, and further granted unto the Corporation a security interest in, certain portions of the Project and certain other properties of the User, in order to secure the payment of the Loan Payments (as defined in the Agreement) on the Note, according to its tenor and effect, and certain other indebtedness of the User and the performance and observance by the User of all the covenants expressed or implied in the Mortgage, in the Agreement and in the Note; and the Corporation executed a certain collateral assignment and security agreement (the "Collateral Assignment"), dated as of December 1, 1980, pursuant to which the Corporation conveyed, assigned, transferred, and delivered and granted a security interest to the Trustee in the Note and all rights, titles, interests, liens, privileges, claims and demands and equities existing and to exist in connection with or as security for payment of the Note including its rights, titles and interests, arising under the Mortgage in order to secure payment of the Bonds according to their tenor and effect and the performance by the Corporation of all the covenants expressed or implied herein and in the Indenture and the Collateral Assignment.

[Third]

Reference is hereby made to the Indenture, the Agreement, the Guarantee Agreement, the Mortgage, the Collateral Assignment and the Note, copies of which are filed with the Trustee, for the full provisions thereof (including, among others, those with respect to the nature and extent of the rights, duties and obligations of the Corporation, the User, the Guarantor, the Trustee and the owners or holders of the Bonds and any coupons appertaining thereto, the terms upon which the Bonds are issued and secured and the modification or amendment of the Indenture, the Agreement, the Guarantee Agreement, the Mortgage, the Collateral Assignment and the Note), to all of which the owners or holders of the Bonds and any interest coupons appertaining thereto assent by the acceptance of the Bonds or such coupons.

[Fourth]

As provided in the Indenture, the Corporation reserves the right to issue from time to time additional series of bonds (the "Additional Bonds") for the purpose of defraying the cost of (i) completing the Project, (ii) providing enlargements, improvements or expansions of the Project, or (iii) refunding any Bonds or Additional Bonds theretofore issued and outstanding under the Indenture. Such Additional Bonds may be issued in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary. The Bonds and any Additional Bonds will rank equally and on a parity with each other and will be equally and ratably secured by the pledge and covenants contained in the Indenture and by the lien created by the Mortgage, except as otherwise provided or permitted in the Indenture or in the Mortgage.

[Fifth]

Subject to the terms of Article IV and the other provisions of the Indenture, the Bonds shall not be subject to redemption prior to maturity, except as described in the following four numbered paragraphs.

[Sixth]

(1) Upon a "Determination of Taxablity," as defined below, the Bonds shall be redeemed prior to maturity in whole or in part, as provided below, on a date selected by the Trustee, which date shall, except as provided below, be not more than 120 days from the date on which the Trustee receives written notice that a Determination of Taxability shall have occurred, at a redemption price equal to the principal amount thereof, plus a redemption premium calculated at the rate of eight per centum (8%) per annum on the principal amount of the Bonds to be redeemed, for the period of time which has elapsed since the "Event of

Taxability," as defined below, or such reduced premium as is provided for below, plus accrued interest to the redemption date (and, if the redemption date is other than an interest payment date, interest shall be calculated on the basis of a 360-day year), upon the obligatory payment by the User of the amounts required to be paid in accordance with Subsection 7.2(b) of the Agreement; provided, however, that if redemption of the Bonds at the redemption price and within the redemption period specified above would result in the payment of an amount of interest on the Note (including interest on the Note pursuant to Section 4.1 of the Agreement together with any other costs that constitute interest under the laws of the State which are contracted for, charged or received pursuant to the Agreement) which would result in the payment of interest at a rate in excess of the maximum interest rate allowable under the laws of the State as in effect on December 1, 1980, and to the extent allowed by such laws as such laws may be amended from time to time to increase such rate (the "maximum nonusurious interest rate"), then, notwithstanding the foregoing, (x) the premium payable upon such redemption shall be reduced or eliminated to the minimum extent necessary in order to result in the payment of interest on the Note at a rate not in excess of the maximum nonusurious interest rate, and (y) in the event that, despite a reduction or elimination of the redemption premium to the extent permitted by clause (x) above, such a redemption at the redemption price and within the redemption period specified above would nonetheless result in the payment of interest on the Note at a rate in excess of the maximum nonusurious interest rate, then, notwithstanding the foregoing, the date on which the redemption shall occur and the redemption price shall become due and payable shall be delayed until the earliest business day not a Sunday or a legal holiday or a day upon which banking institutions in the city where the principal corporate trust office of the Trustee is located are authorized by law or executive order to close that will result in the payment of interest on the Note at a rate not in excess of the maximum nonusurious interest rate.

A "Determination of Taxability" shall be defined as and shall be deemed to have occurred on the first to occur of the following: (a) that date when the User files (in compliance with its obligations under the Agreement) any statement, supplemental statement or other tax schedule, return or document (whether pursuant to Income Tax Regulations § 1.103-10(b)(2)(vi)(c), as the same may be amended or supplemented, or otherwise) which discloses that an Event of Taxability shall have in fact occurred; or (b) that date when the User shall be advised in writing by the Commissioner or any District Director of Internal Revenue that, based upon any filings of the User under the Agreement, or upon any review or audit of the User, or upon any other ground whatsoever, an Event of Taxability shall have occurred; or (c) that date when the User shall receive notice from the Trustee in writing that the Trustee has been advised by (i) any holder of a Bond that the Internal Revenue Service

has assessed as includable in the gross income of such holder the interest on its Bond due to the occurrence of an Event of Taxability, or (ii) the Commissioner or any District Director of Internal Revenue that the interest on the Bonds is includable in the gross income of any taxpaying holder of a Bond due to the occurrence of an Event of Taxability; provided, however, that no Determination of Taxability shall occur under clause (b) or (c) hereof unless the User has been afforded the opportunity, at its expense, to contest any such assessment and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined. The User shall promptly give to the Corporation and the Trustee written notice of (A) the filing by the User of any instrument described in clause (a) hereof which discloses that an Event of Taxability shall have occurred and (B) its receipt of a written instrument from the Internal Revenue Service described in clause (b) hereof which advises that an Event of Taxability shall have occurred.

An "Event of Taxability" shall mean the incurring of capital expenditures in excess of those permitted in Section 103(b)(6)(D) of the Internal Revenue Code of 1954, as amended (the "Code"), or the taking of any action by the User (or the failure to take any action), or the making by the User of any misrepresentation in the Agreement or in any certificate required to be given in connection with the issuance, sale or delivery of the Bonds, which has the effect of causing the interest payable on the Bonds to become includable in the gross income for federal income tax purposes of the holders of the Bonds (other than a holder who is a "substantial user" of the Project or a "related person" as such terms are used in Section 103(b)(9) of the Code).

[Seventh]

(2) In addition to the redemption requirements described in the immediately preceding paragraph, the Bonds shall be redeemed prior to maturity in whole or in part, as provided below, upon a final determination by the Internal Revenue Service or a court of competent jurisdiction that (not due to the occurrence of an Event of Taxability) the interest payable on the Bonds, or any of them, is includable for federal income tax purposes in the gross income of any holder of such Bond (other than a holder who is a "substantial user" of the Project or a "related person" within the meaning of Section 103(b)(9) of the Code and the regulations promulgated thereunder); provided, however, that no decree or judgment by any court or action by the Internal Revenue Service shall be considered final unless the holder of the Bond or Bonds involved in such proceeding or action (i) gives the User and the Trustee prompt notice of the commencement thereof and (ii) (if the User agrees to pay all expenses in connection therewith and to indemnify such bond-

holder against all liabilities in connection therewith) offers the User the opportunity to control the defense thereof. Redemption as described in this paragraph shall be at a redemption price equal to the principal amount thereof and the interest accrued thereon to the redemption date (and, if the redemption date is other than an interest payment date, interest shall be calculated on the basis of a 360-day year), without premium, and may occur at any time, on any date selected by the User, within 120 days after receipt by the User of notice of the final determination described above; provided, however, that if redemption of the Bonds at the redemption price and within the redemption period specified above would result in the payment of an amount of interest on the Note (including interest on the Note pursuant to Section 4.1 of the Agreement together with any other costs that constitute interest under the laws of the State which are contracted for, charged or received pursuant to the Agreement) in excess of the maximum nonusurious interest rate, then, notwithstanding the foregoing, the date on which the redemption shall occur and the redemption price shall become due and payable shall be delayed until the earliest business day not a Sunday or a legal holiday or a day upon which banking institutions in the city where the principal corporate trust office of the Trustee is located are authorized by law or executive order to close that will result in the payment of interest on the Note at a rate not in excess of the maximum nonusurious interest rate.

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[Eighth]

Upon the occurrence of a Determination of Taxability, or a final determination as described in the paragraph numbered (2) above, the User shall promptly give the Trustee written notice thereof and the Bonds shall be redeemed in whole unless redemption of a portion of the Bonds outstanding would have the result that interest payable on the Bonds remaining outstanding after such redemption would not be includable in the gross income of any holder of a Bond (other than a holder who is a "substantial user" of the Project or a "related person" within the meaning of Section 103(b)(9) of the Code and the regulations promulgated thereunder). In such event, the Bonds shall be redeemed (in the principal amount of not less than $5,000) from time to time in inverse order of maturity as provided in Section 407 of the Indenture in such amount as is deemed necessary in the opinion of a nationally recognized bond counsel to accomplish that result.

[Ninth]

(3) The Bonds shall be subject to redemption prior to maturity, in whole on any date or in part on any interest payment date, and, if in part, in the principal amount of not less than $5,000. Any such redemption shall be at a redemption price equal to the unpaid principal amount of the Bonds being redeemed plus accrued interest to the redemp-

tion date (and, if the redemption date is other than an interest payment date, interest shall be calculated on the basis of a 360-day year) without premium; provided, however, that if redemption of the Bonds at the redemption prive specified above and within the redemption period specified in Subsection 405(b) of the Indenture result in the payment of an amount of interest on the Note (including interest on the Note pursuant to Section 4.1 of the Agreement together with any other costs that constitute interest under the laws of the State which are contracted for, charged or received pursuant to the Agreement) in excess of the maximum amount which would not result in the payment of interest at a rate in excess of the maxinum nonusurious interest rate, then, such excess amount shall be deemed a penalty to the User for the privilege of prepaying the Note.

[Tenth]

(4) A portion of the Bonds shall also be subject to redemption by the application of moneys in the sinking fund created under the Indenture on or prior to July 1, 1983, and on or prior to the first days of January and July in each years thereafter to and including 1992, in an amount which, together with other moneys available therefor in the Debt Service Fund and after credit as provided below, shall be sufficient to redeem $106,500 in principal amount of the Bonds, such Bonds to be selected by the Trustee by lot and each such redemption to be at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date. However, the principal amount of the Bonds to be redeemed on each such date shall, at the option of the User, be reduced by the principal amount of such Bonds which, at least 45 days prior to such date, shall have been (a) purchased by the Trustee in accordance with Section 602 of the Indenture, (b) purchased by or on behalf of the User and delivered to the Trustee for cancellation or (c) redeemed other than through the operation of the sinking fund and which shall not have been previously made the basis for a reduction of the principal amount of Bonds to be redeemed on a sinking fund redemption date as aforesaid.

[Eleventh]

Unless all of the Bonds are at the time in registered form, or unless another form of notice is substituted with the approval of the Trustee, notice of each such redemption, identifying the Bonds to be redeemed, shall be given by publication at least once not less than thirty days prior to the redemption date in a newspaper of general circulation in New York, New York, which carries financial news and is customarily published on each business day. A similar notice shall be sent by the Trustee, by first.class mail, postage prepaid, not less than thirty days prior to the redemption date, to each registered holder of Bonds registered as to principal to be redeemed in whole or in part,

addressed to such holder at its address appearing on the register maintained by the Trustee and to those holders of Bonds payable to bearer on the list required to be kept by the Trustee pursuant to the Indenture whose Bonds are to be redeemed. If notice is published as aforesaid, neither the failure to give notice by mail, nor defect in any notice so mailed, shall affect the validity of any proceedings for the redemption of the Bonds.

[Twelfth]

Notice having been so given, the Bonds designated for redemption shall on the redemption date specified in such notice become due and payable at the proper redemption price, and from and after the redemption date (unless there shall be a default in the payment of the redemption price) interest on such Bonds shall cease to accrue.

[Thirteenth]

In the event of redemption of part of the Bonds outstanding, then such partial redemption shall be in the amount of not less than $5,000, in inverse order of maturity, and the particular Bonds or portions thereof within a particular maturity to be called for redemption shall be selected by lot by the Trustee. If redemption of the Bonds shall occur other than on an interest payment date, then interest shall be calculated to the date of redemption on the basis of a 360-day year.

[Fourteenth]

This Bond shall be transferable by delivery unless registered as to principal in the name of the holder on the registration books of the Corporation at the principal corporate trust office of the Trustee, such registration being noted hereon by the Trustee, after which no transfer shall be valid unless made on such books, but this Bond may be discharged from such registration by being registered to bearer, after which it shall be again transferable by delivery. Such registration of this Bond shall not affect the transferability of the attached coupons by delivery, and such coupons shall continue to be payable to bearer.

[Fifteenth]

The Bonds are issuable as coupon bonds in the denomination of $5,000, registrable as to principal only, and as fully registered bonds in the denomination of $5,000 or any integral multiple thereof. Coupon Bonds and fully registered Bonds are interchangeable in equal aggregate principal amounts and in authorized denominations at the aforesaid office of the Trustee, in the manner, subject to the limitations and on payment of the charges provided in the Indenture.

[Sixteenth]

The Bonds and any coupons appertaining thereto are limited obligations of the Corporation and shall be payable solely out of the revenues derived from or in connection with the Agreement, including all sums deposited from time to time pursuant to the Agreement, the Indenture, the Mortgage, the Guarantee Agreement and the Note in the Debt Service Fund established under the Indenture, and in certain events out of amounts attributable to Bond proceeds or amounts secured through the exercise of the remedies provided in the Indenture or in the Mortgage or in the Collateral Assignment upon occurrence of an event of default thereunder. Neither the State, Fort Bend County (the "Unit"), nor any political corporation, subdivision or agency of the State shall be obligated to pay the principal of or premium, if any, or interest on the Bonds and neither the faith and credit nor the taxing power of the State, the Unit or any other political corporation, subdivision or agency of the State is pledged to the payment of the principal of or interest on the Bonds. No recourse under this Bond shall be had against any past, present or future officer of the Corporation or of the Unit. The Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or of any other revenues of the Corporation, the Unit or the State except those revenues pledged by the Indenture.

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[Seventeenth]

Subject to the restrictions set forth therein, the Indenture permits, with certain exceptions as therein provided, the Corporation and the Trustee, with the consent of the holders of not less than a majority in aggregate principal amount of the Bonds and Additional Bonds at the time outstanding, to execute supplemental indentures amending, adding to or eliminating any provisions of the Indenture. It is also provided in the Indenture that the holders of a majority in aggregate principal amount of the Bonds and Additional Bonds at the time outstanding may on behalf of the holders of all the Bonds and Additional Bonds waive any past default or event of default under the Indenture and its consequences except a default in the payment of principal of or premium, if any, or interest on any of the Bonds.

[Eighteenth]

The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. The Indenture further provides that if, after an event of default but prior to a declaration of the acceleration of the maturity

of the principal amount of the Bonds, all amounts which would then be payable thereunder by the Corporation if such default had not occurred and was not continuing and certain other amounts shall have been paid by or on behalf of the Corporation and the Corporation, the Guarantor and the User shall have also performed all other obligations in respect of which any of them is then in default thereunder or under the Agreement, the Mortgage, the Assignment, the Guarantee Agreement or the Note and shall have paid the reasonable charges and expenses of the Trustee and the holders of the Bonds, including reasonable attorneys' fees paid or incurred, then and in every case the Trustee shall waive such event of default and rescind and annul any remedial step theretofore taken by it in respect of such default and its consequences.

[Nineteenth]

Neither this Bond nor any appertaining interest coupons shall be valid or obligatory for any purpose or be entitled to any benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

[Twentieth]

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond and the Bonds is duly authorized by law; that all acts, conditions and things required to exist and necessary to be done or performed precedent to and in the issuance of this Bond and the Bonds to render the same lawful, valid and binding have been properly done and performed and have happened in regular and due time, form and manner as required by law; that all acts, conditions and things necessary to be done or performed by the Corporation or to have happened precedent to and in the execution and delivery of the Indenture, the Agreement and the Collateral Assignment have been done and performed and have happened in regular and due form as required by law, that due provision has been made for the payment of the principal of and premium, if any, and interest on this Bond and the Bonds by irrevocably pledging the described revenues as provided in the Indenture, that payment in full for the Bonds has been received and that the issuance of the Bonds does not contravene or violate any constitutional or statutory limitation.

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[Twenty-first]

IN WITNESS WHEREOF, the Corporation has caused this Bond to be executed in its name by its President and to be attested to by its Secretary both by their respective facsimile signatures, and a facsimile of the seal of the Corporation to be reproduced hereon, and has caused

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the interest coupons hereto annexed to be executed by such President and Secretary by their facsimile signatures, all as of the _____ day of December, 1980.

FORT BEND COUNTY
INDUSTRIAL DEVELOPMENT CORPORATION

By _____
President

ATTEST:

_____
Secretary

(SEAL)

(Form of Interest Coupon)

Unless the Bond described below shall have been duly called for previous redemption and payment of the redemption price duly made or provided for, FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION promises to pay to bearer, solely out of the revenues referred to in such Bond, the amount shown hereon, in lawful money of the United States of America, upon presentation and surrender of this coupon, but without deduction for paying agent services, at the principal corporate trust office of the Trustee, currently, FIRST CITY NATIONAL BANK OF HOUSTON, HOUSTON, TEXAS, as provided in and being the semiannual interest due that day on its Industrial Development Revenue Bond, Series 1980 (Straus-Systems, Inc., Project), dated December ___, 1980. Bond No. _____.

On the first day of _____, ____
$_____

FORT BEND COUNTY
INDUSTRIAL DEVELOPMENT CORPORATION

_____ Secretary

_____ President

(Form of Trustee's Certificate to be printed on each Original Bond)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is to certify that this Bond is one of the Bonds issued under the provisions of the within-mentioned Indenture.

FIRST CITY NATIONAL BANK OF HOUSTON,
as Trustee

By _____
Authorized Signature

(Form of Registration of Ownership of Principal to be printed on the back of each Original Coupon Bond)

PROVISIONS FOR REGISTRATION

This Bond may be registered as to principal only in the name of the holder on the books of the Trustee at the principal corporate trust office of the Trustee, such registration to be noted hereon by the Trustee in the registration blank below and, if so registered, no transfer of this Bond shall thereafter be valid unless made on such books by the registered owner in person or by his duly authorized representative and similarly noted in the registration blank below, but the same may be discharged from registration by being in like manner registered to bearer, after which it shall again be transferable by delivery, and may again from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the interest coupons appertaining hereto, which shall continue to be payable to bearer and transferable by delivery. The foregoing provisions are subject to the further terms and conditions with respect to registration and discharge from registration set forth in the Indenture referred to in this Bond.

Date of Registration	In Whose Name Registered	Bond Registrar

(Form of Fully Registered Original Bond)

The Form of Fully Registered Original Bond shall be identical with the Form of Coupon Original Bond except that the heading and the First, Thirteenth, Eighteenth and Twentieth paragraphs, the Form of Interest Coupon and the Form of Registration of Ownership of Principal shall be omitted, and there shall be substituted in the Form of Fully Registered Original Bond the following heading, paragraphs and Form of Assignment:

(The following heading and paragraph to replace the heading and First paragraph of the Form of Coupon Original Bond)

UNITED STATES OF AMERICA
STATE OF TEXAS

FORT BEND COUNTY
INDUSTRIAL DEVELOPMENT CORPORATION

INDUSTRIAL DEVELOPMENT REVENUE BOND
Series 1980
(Straus Systems, Inc., Project)

No. FR- $

FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION (the "Corporation"), a nonprofit industrial development corporation created and existing under the Constitution and laws of the State of Texas (the "State"), for value received, hereby promises to pay to _____, or registered assigns, but solely from the source and in the manner hereinafter provided, on the first day of January, 1993, unless this Bond shall have been duly called for previous redemption and payment of the redemption price shall have been made or provided for in accordance with the Indenture (as hereinafter defined), upon presentation and surrender of this Bond, the principal sum of Two Million One Hundred Thirty Thousand DOLLARS ($2,130,000) and to pay interest on such sum from the date hereof at the rate of ten per centum (10%) per annum, semiannually on the first days of January and July of each year, until the payment of such principal sum shall have been made or provided for. Principal of this Bond is payable on presentation and surrender of this Bond in lawful money of the United States of America, without deduction for paying agent services, at the principal corporate trust office of the Trustee, currently FIRST CITY NATIONAL BANK OF HOUSTON, Houston, Texas. All interest on this Bond accruing on or prior to maturity hereof shall be paid by check or draft mailed to the registered holder hereof at its address as it appears on the registration books of the Trustee.

(The following paragraph to replace the
Fourteenth paragraph of the
Form of Coupon Original Bond)

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, upon presentation hereof to the Trustee, all subject to the terms and conditions provided in the Indenture.

(The following paragraph to replace the
Nineteenth paragraph of the
Form of Coupon Original Bond)

This Bond shall not be valid or obligatory for any purpose or be entitled to any benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

(The following paragraph to replace the
Twenty-first paragraph of the
Form of Coupon Original Bond)

IN WITNESS WHEREOF, the Corporation has caused this Bond to be executed in its name by its President and to be attested to by its Secretary both by their respective facsimile signatures, and a facsimile of the seal of the Corporation to be reproduced hereon, all as of the ____ day of December.

(Form of Assignment to be printed on the back of each
Fully Registered Original Bond)

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, an attorney, to transfer such Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____ _____

In the presence of:

_____

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Document No. 2.4

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EXHIBIT B

LOAN AGREEMENT

by and between

FORT BEND COUNTY
INDUSTRIAL DEVELOPMENT CORPORATION

and

STRAUS SYSTEMS, INC.

Relating to
Fort Bend County Industrial Development Corporation
$2,130,000
Industrial Development Revenue Bonds
Series 1980
(Straus Systems, Inc., Project)

Dated as of

December 1, 1980

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LOAN AGREEMENT

by and between

FORT BEND COUNTY
INDUSTRIAL DEVELOPMENT CORPORATION

and

STRAUS SYSTEMS, INC.

THIS LOAN AGREEMENT, dated as of December 1, 1980 (together with any amendments or supplements hereto, this "Agreement"), by and between FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION (together with any successor to its duties and functions, the "Corporation"), a nonprofit industrial development corporation created and existing under the Development Corporation Act of 1979, Article 5190.6, Vernon's Annotated Texas Civil Statutes (the "Act"), and STRAUS SYSTEMS, INC. (together with any permitted successor or assign under this Agreement, the "User"), Texas corporation duly qualified to do business in the State of Texas (the "State"),

W I T N E S S E T H:

WHEREAS, the Act authorizes and empowers the Corporation to issue revenue bonds, on behalf of Fort Bend County (the "Unit"), to finance the cost of projects consisting of land, buildings, equipment, facilities and improvements (one or more) found by the Board of Directors (the "Board") of the Corporation to be required or suitable for the promotion of commercial or industrial development and expansion, the promotion of employment or for use by commercial, manufacturing or industrial enterprises; and

WHEREAS, by a resolution adopted on April 10, 1980 (the "Official Action Resolution"), the Board found and determined that the Project (as hereinafter defined) qualifies for financing under the Act and by virtue of such Official Action Resolution the Corporation took affirmative official action toward the issuance of its bonds to provide for the financing of the Project, and provided that the User would, among other things, reimburse, compensate and indemnify the Corporation for all expenses incurred, services rendered and losses suffered in connection with the issuance of such bonds and the acquisition and construc-

tion of the Project, which Official Action Resolution has been approved by written resolution of the Commissioners Court (the "Governing Body") of the Unit; and

WHEREAS, the User and the Corporation each recognizes and agrees that the Project consists of land, buildings, equipment, facilities and improvements required or suitable for the promotion of commercial or industrial development or expansion, the promotion of employment and for use by commercial, manufacturing or industrial enterprises, and the issuance of the Bonds (as hereinafter defined) to finance the Project will be in furtherance of the public policy of the State; and

WHEREAS, the Corporation proposes hereby to lend the proceeds of the Bonds to the User and the User desires to borrow the proceeds of the Bonds upon the terms and conditions set forth herein for the purpose of financing the acquisition and construction of the Project; and

WHEREAS, contemporaneously with the execution of this Agreement, the User has executed that certain Deed of Trust, Security Agreement, Assignment of Rents and Financing Statement, dated as of the date hereof (together with any amendments or supplements thereto, the "Mortgage"), pursuant to which the User bargained, sold, granted, conveyed, transferred, mortgaged, pledged and assigned to Alexander C. Baker, as mortgage trustee, for the use and benefit of the Corporation, and further granted unto the Corporation a security interest in the Project and certain other properties of the User, in order to secure the payment of the Loan Payments (as hereinafter defined) on the Note (as hereinafter defined), according to its tenor and effect, and certain other indebtedness of the User and the performance and observance by the User of all the covenants expressed or implied in the Mortgage, in this Agreement and in the Note; and

WHEREAS, the Texas Industrial Commission has approved the contents of this Agreement in accordance with the Act; and

WHEREAS, the User hereby represents and warrants that it has the business experience, financial resources and responsibility to provide reasonable assurance that all Bonds and interest thereon to be paid from or by reason of payments made by the User hereunder will be paid as the same become due; and

WHEREAS, contemporaneously with the execution of this Agreement, JETERO CORPORATION, a Texas corporation (together with any permitted successor or assign under the Guarantee Agreement [as hereinafter defined], the "Guarantor") has agreed with the Trustee (as hereinafter defined) in an agreement (the "Guarantee Agreement"), dated as of the date hereof, to guarantee payment of the principal of and premium, if any, and interest on the Bonds; and

WHEREAS, the User is a wholly owned subsidiary of the Guarantor;

(End of recitals)

NOW THEREFORE, in consideration of the premises and other good and valuable consideration and the mutual benefits, covenants and agreements herein expressed, the Corporation and the User agree as follows (provided that any obligation of the Corporation created by or arising out of this Agreement shall not impose a debt or pecuniary liability upon the Unit, the Governing Body, the State, or any political subdivision thereof, or a charge upon the general credit or taxing powers of such bodies, but shall be payable solely out of the revenues and receipts derived pursuant to this Agreement and the Guarantee Agreement and, to the extent provided in this Agreement, out of the proceeds of the sale of the Bonds and any temporary investment thereof and any insurance and condemnation awards as provided in this Agreement and the Indenture):

(Next page commences with Article I)

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1. Definitions. The following terms shall have the meanings assigned to them below whenever they are used in this Agreement, unless the context clearly otherwise requires. Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa.

"Act" is defined in the introduction of this Agreement.

"Additional Bonds" means any Bonds issued by the Corporation pursuant to Sections 208 and 209 of the Indenture.

"Agreement" is defined on page 1 of this Agreement.

"Authorized Representative" shall mean any person or persons at the time designated to act on behalf of the User or the Corporation by a written certificate, containing a specimen signature of such person or persons, which, in the case of the User's representative, is signed on behalf of the User by an officer of the User and is furnished to the Corporation and the Trustee and, in the case of the Corporation's representative, is signed on behalf of the Corporation by an officer of the Corporation and is furnished to the User and the Trustee.

"Board" is defined in the recitals of this Agreement.

"Bonds" means and includes both the Original Bonds and any Additional Bonds.

"Bondholder" or "holder" has the same meaning as that specified in the Indenture.

"Claims" is defined in Section 8.1 of this Agreement.

"Closing Date" means the date of delivery of the Original Bonds to the original purchaser(s) against payment therefor.

"Collateral Assignment" has the same meaning as that specified in the Indenture.

"Code" means the Internal Revenue Code of 1954, as amended.

"Communication" is defined in Section 11.5 of this Agreement.

"Completion Date" is defined in Section 2.3 of this Agreement.

"Construction Fund" means the special fund established with the Trustee pursuant to Section 501 of the Indenture.

"Co-Paying Agent" has the same meaning as that specified in the Indenture.

"Corporation" means the party defined as such on page 1 of this Agreement.

"Debt Service Fund" means the special fund established with the Trustee pursuant to Section 601 of the Indenture.

"Determination of Taxability" is defined in Section 7.2 of this Agreement.

"event of default" or "default" is defined in Section 10.1 of this Agreement.

"Event of Taxability" shall mean the incurring of capital expenditures in excess of those permitted in Section 103(b)(6)(D) of the Code, or the taking of any action by the User (or the failure to take any action), or the making by the User of any misrepresentation in this Agreement or in any certificate required to be given in connection with the issuance, sale or delivery of the Bonds, which has the effect of causing the interest payable on the Bonds to become includable in the gross income for federal income tax purposes of the holders of the Bonds (other than a holder who is a "substantial user" of the Project or a "related person" as such terms are used in Section 103(b)(9) of the Code).

"Facilities" means the facilities which are described in Exhibit A hereto, as the same may be revised from time to time in accordance with Section 2.2 of this Agreement.

"force majeure" is defined in Section 11.1 of this Agreement.

"Governing Body" is defined in the recitals of this Agreement.

"Government Obligations" means obligations to the full and prompt payment of which the full faith and credit of the United States of America is pledged.

"Guarantee Agreement" is defined in the recitals of this Agreement.

"Guarantor" is defined in the recitals of this Agreement.

"Indenture" means that certain trust indenture by and between the Corporation and the Trustee, dated as of the date of this Agreement, together with any amendments or supplements thereto.

"Inducement Date" means the date on which the Board adopted a resolution taking affirmative official action toward the issuance of the Bonds.

"Insubstantial Amount" means the quotient derived by dividing the actual amount of Original Proceeds expended for Qualifying Costs by 9.

"Interest Payment Date" means the date upon which an interest payment on the Original Bonds becomes due and payable under the Indenture.

"Issuance Costs" means costs incurred by or on behalf of the User in connection with the making of the loan by the Corporation to the User; the parties hereby express their understanding and agreement that the sole purpose for the Corporation's issuance, sale and delivery of the Bonds is to enable the making of the loan to the User in order to effect the public purposes of the Act and that all costs incurred in connection with the issuance, sale and delivery of the Bonds are incurred incident to the making of such loan at the request and for the benefit of the User and, therefore, are properly chargeable as costs incurred by or on behalf of the User; accordingly, the costs described in this paragraph include, among others, payment of financial, legal, accounting and appraisal fees, expenses and disbursements, the Corporation's actual out-of-pocket administrative expenses attributable to the issuance of the Bonds, the cost of printing, engraving and reproduction services, the initial or acceptance fee of the Trustee, the fees and disbursements of the Trustee payable in accordance with the Indenture prior to

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the Completion Date, all other fees, charges and expenses incurred in connection with the authorization, preparation, sale, issuance and delivery of the Bonds (including all costs, fees, expenses and other amounts [other than interest, principal or prepayment premiums, if any, on the Bonds] which may be payable by the Corporation under any bond purchase agreement or agreements pursuant to which the Bonds are sold), the preparation and filing or recording of this Agreement, the Indenture, the Mortgage, the Collateral Assignment, the Guarantee Agreement or any similar agreement with the User or the Guarantor (including any amendments or supplements thereto), and the preparation of any bond purchase agreement and other related documents entered into or prepared in connection with the financing of the Project.

"Loan Payments" means the payments to be made by the User pursuant to Section 4.1 of this Agreement.

"Losses" is defined in Section 8.1 of this Agreement.

"Mortgage" is defined in the recitals of this Agreement.

"maximum nonusurious interest rate" means the maximum interest rate allowable under the laws of the State as presently in effect and to the extent allowed by such laws as such laws may be amended from time to time to increase such rate.

"Note" means the note issued by the User to the Corporation evidencing the loan made on behalf of the Corporation to the User under this Agreement, substantially in the form of the note attached hereto as Exhibit C, together with any amendments thereto.

"Official Action Resolution" is defined in the recitals of this Agreement.

"opinion of counsel" means an opinion or opinions in writing, signed by legal counsel who, unless otherwise specified, may be counsel to the User, the Guarantor, the Trustee or the Corporation. As to any factual matters involved in an opinion of counsel, such counsel may rely, to the extent that they deem such reliance proper, upon a certificate or certificates setting forth such matters which have been signed by an official, officer, general partner or authorized representative of a particular governmental authority, corporation, firm or other person or entity.

"Original Bonds" means the Corporation's Industrial Development Revenue Bonds, Series 1980 (Straus Systems, Inc.,

Project), which are (i) issued, sold and delivered pursuant to Section 202 of the Indenture, or (ii) issued upon transfer, registration, exchange or discharge from registration of an Original Bond pursuant to Section 303 or 304 of the Indenture.

"Original Proceeds" means the proceeds derived by the Corporation from the sale of the Original Bonds but excluding the amount received as accrued interest on the Original Bonds and the amounts disbursed from time to time to pay Issuance Costs.

"outstanding" when used with respect to the Bonds has the same meaning as that specified in the Indenture.

"person" includes any individual, corporation, governmental entity, partnership, joint venture, business association, estate or other organization or entity.

"Plans and Specifications" means the plans and specifications prepared for the Facilities, as the same may be implemented and detailed from time to time and as the same may be revised from time to time in accordance with this Agreement, a copy of which is on file with the User.

"Project" means the Facilities and the Site.

"Project Costs" is defined in Section 3.4 of this Agreement.

"Qualifying Costs" means the sum of (i) an amount equal to the Project Costs (other than the Project Costs described in Subsection (g) of Section 3.4 of this Agreement) that were incurred after the Inducement Date and that are incurred for the acquisition, construction, reconstruction or improvement of land or property of a character subject to the allowance for depreciation under Section 167 of the Code, within the meaning of Section 1.103-10(b)(1)(ii) of the Treasury Regulations, as the same may be amended or supplemented from time to time, plus (ii) an amount equal to the product obtained by multiplying the amount described in clause (i) above by a multiplier equal to the product obtained by multiplying the annual interest rate on the Original Bonds, by a fraction (x) the numerator of which shall be the number of days from the date on which the Original Bonds were issued to the Completion Date and (y) the denominator of which shall be 365.

"Site" means the tract(s) of land which are described in Exhibit B hereto, as the same may be revised from time to time in accordance with Section 2.2 of this Agreement.

"State" is defined on page 1 of this Agreement.

"Trustee" means First City National Bank of Houston, a trust company or bank having the powers of a trust company, serving as trustee pursuant to the Indenture, or any successor trustee.

"Unit" is defined in the recitals to this Agreement.

"User" is the party defined as such on page 1 of this Agreement.

Section 1.2. Interpretations. The table of contents and article and section headings of this Agreement are for reference purposes only and shall not affect its interpretation in any respect.

(End of Article I)

ARTICLE II

ACQUISITION OF FACILITIES;
CONSTRUCTION ARRANGEMENTS

Section 2.1. Acquisition and Construction of the Project. The User agrees to cause the Facilities to be acquired, constructed and installed on the Site substantially in accordance with the Plans and Specifications, as the same may be modified in accordance with Section 2.2 hereof.

Anything in this Agreement to the contrary notwithstanding, the User shall not be obligated to complete the acquisition, construction and installation of the Project or any part thereof upon (i) acceleration of the payment of all amounts to be paid by the User pursuant to the provisions of Article VII hereof and (ii) the making of any such payment in the amount required by, and in accordance with the terms of, this Agreement.

Section 2.2. Revision of Project. The description of the Facilities set forth in Exhibit A to this Agreement has been prepared on the basis of the Plans and Specifications for the Project which exist on the date of the execution of this Agreement. The Plans and Specifications, the description of the Facilities set forth in Exhibit A to this Agreement and the description of the Site contained in Exhibit B to this Agreement may be revised by the User prior to the Completion Date provided that such revision must not result in a violation of Section 8.9 hereof.

Section 2.3. Completion. There shall be no diminution in or postponement of the payments required in Section 4.1 hereof or any other payment required under this Agreement to be paid by the User because of any delay in the completion of the Project. When the Project has been completed, the User shall promptly deliver to the Trustee and the Corporation a certificate signed by an Authorized Representative of the User, (i) stating that, as of a specified date (herein called the "Completion Date"), the Project has been completed and the Facilities placed into service, (ii) certifying that, of the Original Proceeds actually disbursed (not including any retainage described in clause (iii) below), not more than the Insubstantial Amount was used to pay other than Qualifying Costs, and (iii) directing the Trustee with respect to any amount which the Trustee is to retain in the Construction Fund for future disbursement to pay Issuance Costs or Project Costs not then due and payable or the liability for payment of which the Corporation or the User is contesting. The remaining moneys in the Construction Fund shall be disposed of as follows: (x) if the sum of Qualifying Costs plus the Insubstantial Amount exceeds the amount of Original Proceeds theretofore

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disbursed to pay Project Costs, such excess shall, at the discretion of the User, (A) be disbursed to the User upon receipt of a certificate signed by an Authorized Representative of the User stating that an amount at least equal to such amount requested has been expended by the User for Project Costs or Issuance Costs, as the case may be, and has not previously been paid by a disbursement under Section 3.5 of this Agreement or (B) be disbursed for deposit in the Debt Service Fund to pay interest on the Bonds to the extent provided in Section 602 of the Indenture and (y) any remaining Original Proceeds shall be disbursed for placement in the escrow account in the Debt Service Fund established by, and applied in accordance with, Section 602 of the Indenture; provided that if, of the Original Proceeds actually disbursed, an amount greater than the Insubstantial Amount was initially disbursed for purposes other than paying Qualifying Costs, the User shall, prior to delivery of the certificate described in clause (ii) above, deposit into the Construction Fund an amount equal to such excess in repayment of moneys disbursed to the User.

(End of Article II)

ARTICLE III

SALE OF THE BONDS; LOAN; DISPOSITION OF LOAN PROCEEDS

Section 3.1. Issuance of the Original Bonds. The Corporation agrees that immediately following the delivery of this Agreement, it will execute and deliver the Indenture and issue, sell and deliver the Original Bonds in the aggregate principal amount specified in Section 201 of the Indenture.

Section 3.2. Additional Bonds. If the User is not in default under this Agreement, the Corporation shall, at the request of the User, cooperate with the User and from time to time use its best efforts to issue such amount or amounts of Additional Bonds as may be requested by the User for the purposes of completing the Project or providing enlargements, improvements or expansions of the Project.

The Corporation and the User have entered into this Agreement pursuant to the authority of the Act in order to promote and develop commercial, industrial and manufacturing enterprises to promote and encourage employment and the public welfare. The Corporation and the User have been induced, in part, to enter into this Agreement by their mutual promises and agreements to cooperate with each other to cause the Project to be financed upon the most economical terms possible. In furtherance of that goal, the Corporation agrees that it will, upon the request of the User and subject to the applicable provisions of the Indenture and the then existing law, cooperate with the User and use its best efforts to issue such amount or amounts of Additional Bonds as may be specified by the User, the proceeds of which shall be used to retire all or a portion of the Bonds outstanding.

Prior to or contemporaneously with the issuance of any Additional Bonds provided for above, (i) the terms, conditions, manner of issuance, purchase price, delivery and disposition of proceeds of the sale of such Additional Bonds shall be approved in writing by the User and the Corporation, and (ii) the conditions specified in the Indenture with respect to the issuance of Additional Bonds shall be satisfied.

Section 3.3. Loan. The proceeds of the sale of the Original Bonds which are deposited into the Construction Fund pursuant to Section 207 of the Indenture are hereby lent by the Corporation to the User. The loan shall be evidenced by the User's creation and issuance of the Note, dated as of the date of this Agreement and payable to the order of the Corporation. As security for repayment of the Note and performance of the User's obligations under this Agreement, the User hereby pledges, sets over, assigns and grants a security interest to the Corporation in all funds at any time deposited in the Construction Fund to the extent

owned by the User including all investments and reinvestments made with such funds and the proceeds thereof, and in all its rights to and interests in such funds, investments, reinvestments and proceeds. The User hereby authorizes and directs the Trustee to hold such funds, investments, reinvestments and proceeds as bailee and custodian for the Corporation in accordance with the provisions of Section 9.305 of the Texas Business and Commerce Code, as amended, and to invest and disburse such funds and proceeds in accordance with the Indenture and this Agreement. The Trustee shall disburse the moneys in the Construction Fund in accordance with Section 3.5 of this Agreement for the following purposes and in the order specified below (with Subsections (a), (b) and (c) hereof being deemed to be of equal order and priority):

(a) Payment to the User or to the Corporation, as the case may be, of amounts in respect of Issuance Costs, which are paid or payable from time to time.

(b) Payment of that amount of Project Costs described in Subsection 3.4(g) of this Agreement (but such amounts will be offset by any amounts then on deposit in the Debt Service Fund and available for such purposes), which are payable from time to time.

(c) Payment to the User or to a contractor or contractors or materialman or materialmen acting for the User or to other persons to whom the User may be indebted, as the case may be, of amounts of Qualifying Costs in respect of the Project Costs (other than amounts of Project Costs paid pursuant to Subsection (b) above), which are paid or payable from time to time.

(d) Upon receipt from the User of the certificate referred to in Section 2.3 of this Agreement, payment to the User as provided in clause (x)(A) of Section 2.3 and payment to the Trustee as provided in clauses (x)(B) and (y) of Section 2.3 for deposit in the Debt Service Fund of all amounts remaining in the Construction Fund in excess of the amount specified in such certificate as being the amount which the Trustee is to retain in the Construction Fund for future disbursements to pay Issuance Costs and Project Costs not then due and payable or the liability for the payment of which the Corporation or the User is contesting.

(e) Upon receipt of a written instrument from the User (i) stating that no further moneys will be required to be disbursed pursuant to Subsection (c) above, (ii) certifying that, of the Original Proceeds actually disbursed, not more

than the Insubstantial Amount was used for purposes other than paying Qualifying Costs and (iii) directing the Trustee to make final disbursement from the Construction Fund for deposit in the Debt Service Fund to be applied in accordance with Section 602 of the Indenture, final payment to the Trustee for deposit in the Debt Service Fund of all amounts remaining in the Construction Fund; provided, that if the sum of Qualifying Costs plus the Insubstantial Amount exceeds the amount of Original Proceeds theretofore disbursed for Project Costs, such excess may be disbursed to the User upon receipt of a certificate signed by an Authorized Representative of the User stating that an amount at least equal to such amount requested has been expended by the User for Project Costs or Issuance Costs and has not previously been paid by a disbursement under Section 3.5 of this Agreement, and further provided that if the amount of Original Proceeds theretofore disbursed for payment of Project Costs exceeds the sum of Qualifying Costs plus the Insubstantial Amount, the User shall, prior to delivery of the certificate described in clause (ii) above, deposit into the Construction Fund an amount equal to such excess in repayment of moneys disbursed to, or on behalf of, the User which amount shall be deemed to constitute Original Proceeds and shall be disbursed into the escrow account established in the Debt Service Fund pursuant to Section 602 of the Indenture.

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Pending disbursement of the amounts in the Construction Fund, the undisbursed portion of the same shall be invested and reinvested in the manner and subject to the limitations prescribed in the Indenture.

Section 3.4. Project Costs. For purposes of this Agreement, the term "Project Costs" shall mean all costs, charges, fees and expenses attributable to the Project, excluding Issuance Costs but including:

(a) costs incurred in connection with the acquisition by the User of its interest in the Site, including, without limitation, payment of, or reimbursement for, the costs of any easements and rights of way for the purpose of providing access to and from the Site or otherwise relating to the Project, the expenses of preparing and recording any title curative documents that are necessary to perfect or protect the interest of the User in the Site, the expenses of any actions and proceedings brought to perfect or protect the title to the Site, realty and other sales or transfer taxes, title searches, title insurance, payments made to remove any liens or charges upon the Facilities or the Site and all other similar or related expenses or charges;

(b) preliminary project planning and initial site preparation and related costs, including all advances, payments and expenditures made in connection with the surveying and mapping of the Site, the preparation of and amendments to the Plans and Specifications and any renderings, mock-ups and other simulations, and any preliminary studies, tests, surveys, investigations or planning with respect to the Project or any aspect thereof, whether as proposed or as constructed, the preparation of estimates of costs and revenues, site preparation (including any demolition, excavation, removal, relocation and landscaping), together with all incidental costs incurred in connection therewith (including the cost of architectural, legal, engineering, appraisal, accounting, financial, consulting, design, statistical and other technical and supervisory services with respect to any of the foregoing and all other expenses necessary or incident to determining the feasibility and practicability of acquiring, constructing, improving and expanding the Project);

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(c) costs of constructing and installing the Facilities (whether direct or indirect, and whether or not on account of payments to contractors and subcontractors, materialmen, suppliers, carriers or similar payments) including payment or reimbursement for labor, services, materials and equipment used, furnished or installed and any other costs incurred in connection with the acquisition, construction or installation of the improvements constituting a part of the Project, including utilities on or off the Site, and all other real and personal property deemed necessary in connection with the Project, the cost of acquiring any performance and payment bonds, the costs of placing the Project into operation, the fees for architectural, legal, engineering, accounting, financial, consulting, design, statistical and other technical supervisory services with respect to the Project, and for the miscellaneous expenses incidental to any thereof;

(d) any of the following: the cost of insurance in respect of the period prior to the Completion Date; the cost of all licenses, technical data, permits, plans and designs obtained or employed in connection with the construction of the Facilities; the cost of providing electricity, water, waste disposal, transportation and utility services in connection with the construction of the Facilities; the expenses of seeking to enforce any remedy against any contractor, subcontractor or other person in respect of any default under a contract or other liability or obligation relating to the Project;

(e) the costs of refunding any outstanding obligations, mortgages or advances issued, made or given by any person for any of the aforementioned costs;

(f) payment of interest actually incurred on any interim financing obtained by the User from an unrelated lender or lenders for the performance of work on the Project, prior to the delivery of the Original Bonds; and

(g) payment of interest accruing on the Note prior to the first anniversary of the Completion Date in an aggregate amount not to exceed the aggregate amount of interest accruing on the Bonds prior to the first anniversary of the Completion Date.

Section 3.5. Disbursements. The amounts to be disbursed in accordance with Subsections (a) and (c) of Section 3.3 of this Agreement shall be disbursed by the Trustee as hereinafter provided. Before any disbursement, the Trustee and the Corporation shall receive a certificate signed by an Authorized Representative of the User, stating (i) that there has been expended, or is being expended concurrently with the delivery of such certificate, an amount on account of Issuance Costs or Project Costs at least equal to the amount set forth in such certificate, (ii) that to the extent such certificate relates to Project Costs, such Project Costs constitute Qualifying Costs, and (iii) that no other certificate in respect of such expenditures is being or has previously been delivered to the Trustee. The User covenants and agrees that in preparing and delivering such certificates for disbursement it will use its best efforts (taking into account any disbursements pursuant to Subsection (b) of Section 3.3 of this Agreement) to cause not more than an Insubstantial Amount of Original Proceeds to be disbursed for purposes other than paying Qualifying Costs. Further, the User will not approve or deliver any certificate for disbursement to the Corporation or to the Trustee unless the disbursement is for the purpose of paying amounts in respect of Issuance Costs or Project Costs in connection with property which is described in Exhibits A and B to this Agreement, as they may be revised pursuant to Section 2.2 of this Agreement, and which is being financed by the loan of proceeds derived from the sale of bonds the interest on which is exempt from federal income taxation (except for interest on any bond for any period during which such bond is held by a person who is a "substantial user" of the Project or a "related person" as those terms are used in Section 103(b)(9) of the Code).

In accordance with Subsection (b) of Section 3.3 of this Agreement, the Trustee shall, on the last business day before each Interest Payment Date, without further instruction or direction from the User or the

Corporation, transfer for deposit into the Debt Service Fund such amount as is necessary to cause the amount then on deposit in the Debt Service Fund, and available for such purposes, to be sufficient to pay the interest then due and owing on the Bonds.

The amounts to be disbursed in accordance with Subsections (d) and (e) of Section 3.3 of this Agreement shall be disbursed by the Trustee in accordance with the certificates described in such Subsections and the additional amount to be disbursed to the User in accordance with clause (x)(A) of Section 2.3 of this Agreement shall be disbursed to the User in accordance with the certificate delivered by the User pursuant to said clause (x)(A) of Section 2.3.

Section 3.6. Completion of the Project if Bond Proceeds Insufficient. The User agrees to pay, or cause to be paid, all Issuance Costs and Project Costs which are not, or cannot be, paid or reimbursed from the proceeds of the Bonds and to make such payments in compliance with its covenants in Section 8.9 hereof. The Corporation does not make any representation or warranty, either express or implied, that the moneys which will be deposited into the Construction Fund and which will be available for disbursement for the purpose of paying Issuance Costs and Project Costs will be sufficient to pay all the Issuance Costs and Project Costs which may be incurred. The User agrees that if, after exhaustion of the moneys in the Construction Fund, the User should pay any portion of the Issuance Costs or Project Costs, it shall not be entitled to any reimbursement therefor from the Corporation or from the holders of any of the Bonds other than from the proceeds of Additional Bonds, nor shall it be entitled, as a consequence of such unreimbursed payment, to any abatement, postponement or diminution of the amounts payable under this Agreement.

Section 3.7. Obligation of the Parties to Cooperate in Furnishing Documents to Trustee. The Corporation and the User agree to cooperate in furnishing to the Trustee the documents referred to in Article III of this Agreement that are required to effect disbursements from the Construction Fund, and to cause such orders to be directed to the Trustee as may be necessary to effect disbursements from the Construction Fund in accordance with this Article III. Such obligation is subject to any provisions of this Agreement or the Indenture requiring additional documentation with respect to disbursements and shall not extend beyond the moneys in the Construction Fund available for disbursement under the terms of this Agreement or the Indenture.

Section 3.8. Investment of Fund Moneys. The Corporation hereby authorizes the User to prepare and provide instructions to the Trustee as to the investment and reinvestment of moneys held as part of the Debt Service Fund and the Construction Fund. Any such moneys so held as part

of the Debt Service Fund or the Construction Fund shall be invested or reinvested by the Trustee as specified in the Indenture. The User hereby covenants that it will make such use of the proceeds of the Bonds and all other funds held by the Trustee under the Indenture, regulate the investment of such proceeds and other funds and take such other and further action as may be required so that the Bonds will not constitute arbitrage bonds under Section 103(c)(2) of the Code and the regulations promulgated thereunder. Any officer of the Corporation or the User having responsibility with respect to the issuance of the Bonds is authorized, alone or in conjunction with any other officer, employee or consultant of the Corporation or the User, to give an appropriate certificate on behalf of the Corporation or the User, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Corporation or the User regarding the amount and use of the proceeds of the Bonds and the facts and estimates (set forth in brief and summary form) on which the expectations are based, which will be sufficient to conclusively establish the Corporation's or the User's reasonable expectations as to the future events described in the certificate, all pursuant to Section 103(c)(2) of the Code and the regulations promulgated thereunder. The Corporation shall cause to be furnished as provided in the Indenture a true transcript of certified proceedings including all proceedings had incident to the issuance of the Bonds along with such other information as is necessary or proper with respect to the Bonds.

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Section 3.9. Redemption of Bonds. The Corporation agrees that, at the request at any time of the User and if the Bonds are then permitted to be redeemed, either in whole or in part, it will cooperate with the User and take all steps that may be necessary under the applicable redemption provisions of the Indenture to effect redemption of all or part of the then outstanding Bonds, as may be specified by the User, on the redemption date designated by the User and on which such redemption may be made under such applicable provisions.

(End of Article III)

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ARTICLE IV

LOAN PAYMENTS

Section 4.1. Loan Payments. To repay the loan evidenced by the Note, the User shall, subject to the limitations of Section 4.5 hereof, make Loan Payments in installments, in funds in such form so as to provide amounts for the timely payment of the principal of and premium, if any, and interest on the Bonds in the amounts and at or before the opening of business on the dates as follows: (a) on each Interest Payment Date on the Bonds, an aggregate amount equal to the sum of (i) the accrued interest coming due on such date on all outstanding Bonds, plus (ii) the principal amount of all outstanding Bonds maturing on such date; (b) on each date on which any of the Bonds are to be redeemed, the principal amount of and premium, if any, and interest (including interest accrued or to be accrued to such date) on the Bonds to be redeemed on such date in accordance with the provisions of the Indenture; and (c) on any date on which all the Bonds shall be declared to be and shall become due and payable prior to their stated maturities pursuant to the provisions of the Indenture, the aggregate amount of principal, premium, if any, and interest so becoming due and payable on all the Bonds in accordance with the terms of the Indenture. Any amount in cash held in or concurrently paid to the Debt Service Fund or otherwise held by the Trustee which may, pursuant to the provisions of the Indenture, be applied to the payment of the principal of and premium, if any, and interest on the Bonds and which is in excess of the amount, if any, required for payment of any past due principal of (whether by maturity or redemption) and premium, if any, on any Bonds theretofore matured or called for redemption and any past due interest, if any, on the Bonds shall be credited against the installment of the Loan Payments then required to be made by the User. If on any date of payment referred to in clause (a), (b) or (c) of this Section 4.1, the amount in cash held in the Debt Service Fund or otherwise held by the Trustee and available in accordance with the provisions of the Indenture for the payment of the principal of and premium, if any, and interest on the Bonds shall not be sufficient to pay all principal, premium, if any, and interest then due or overdue, the User forthwith shall also pay the amount of such deficiency on such date to the Trustee in immediately available funds.

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Section 4.2. Debt Service Fund. The User shall pay the Loan Payments required of it under this Agreement by remitting the same directly to the Trustee for deposit in the Debt Service Fund which is to be established under the Indenture and administered by the Trustee as provided in the Indenture. As security for the repayment of the Note and performance of the User's obligations under this Agreement, the User hereby pledges, sets over, assigns, and grants a security interest to

the Corporation in all funds at any time deposited in the Debt Service Fund, to the extent that any such amounts in the Debt Service Fund are owned by the User, and in all its rights to and interests in such funds. The User hereby authorizes and directs the Trustee to hold such funds as bailee and custodian for the Corporation in accordance with the provisions of Section 9.305 of the Texas Business & Commerce Code, as amended, and to invest and disburse such funds in accordance with the Indenture and this Agreement.

Section 4.3. Excess Funds. After all of the Bonds have been retired and all interest and applicable premiums, if any, due thereon have been paid or provision for such retirement and payment has been made, and all compensation and expenses of the Trustee and any Co-Paying Agent have been made or provision for such payment has been made, any excess moneys remaining in the Debt Service Fund shall forthwith be paid by the Trustee to the User in the manner prescribed by the last sentence of Section 602 of the Indenture.

Section 4.4. Nature of Obligations of the User. Until all of the Bonds and any coupons shall be deemed to have been paid within the meaning of Section 801 of the Indenture, the obligations of the User to pay the Loan Payments as provided in this Agreement and to make all other payments required herein shall be absolute and unconditional, irrespective of any rights of set-off, recoupment or counterclaim the User might otherwise have against the Corporation, the Trustee or any other person or persons, and the User will not suspend or discontinue any such payment or (except in accordance with Article VII of this Agreement) terminate this Agreement for any cause including, without limiting the generality of the foregoing, any event constituting force majeure, any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration, failure of title, or commercial frustration of purpose, or any damage to or destruction of all or part of the Project, or the failure of the Facilities to be constructed or be completed, or the failure to obtain any permit or order from any governmental agency which is required to be obtained in connection with the construction or operation of the Project, or the taking or condemnation of title to or the use or possession of all or any part of the Project, or any change in the laws of the United States, or any state, or any political subdivision thereof, or any failure of the Corporation to perform and observe any agreement or covenant, whether express or implied, or to discharge any duty, liability or obligation arising out of or connected with this Agreement or any other agreement between the User and the Corporation. The preceding sentence shall not be construed to release the Corporation from the performance of any of its agreements contained in this Agreement, or except to the extent provided in this Section, prevent or restrict the User from asserting any rights which it may have against the Corporation, the

Trustee or any other persons under this Agreement or under any provision of law or prevent or restrict the User, at its own cost and expense, from prosecuting or defending any action or proceeding against or by third parties or taking any other action to secure or protect its rights of purchase, acquisition, possession and use of the Project and its rights under this Agreement.

Section 4.5. Usury. Notwithstanding any provision of this Agreement to the contrary, it is hereby agreed by and between the Corporation and the User that in no event shall the interest contracted for, charged or received in connection with the loan made hereunder (including interest on the Note pursuant to Section 4.1 of this Agreement together with any other costs or considerations that constitute interest under the laws of the State which are contracted for, charged or received pursuant to this Agreement) exceed the maximum nonusurious interest rate; and in the event that the maturity of the Note is accelerated pursuant to Section 10.2 hereof, or redeemed in accordance with the provisions hereof requiring mandatory redemption, then such amounts that constitute payments of interest on the Note, together with any costs or considerations which constitute interest under the laws of the State, may never exceed an amount which would result in payment of interest at a rate in excess of the maximum nonusurious interest rate and excess interest, if any, provided for in this Agreement, the Note or otherwise, shall be cancelled automatically as of the date of such acceleration or, if theretofore paid, shall be credited on the principal of the Note.

(End of Article IV)

ARTICLE V

MAINTENANCE, MODIFICATIONS AND TAXES

Section 5.1. Modifications After the Completion Date. After the Completion Date, the User shall have the right to remodel or alter any Facility or the Project, make substitutions, additions and improvements thereto or any part thereof, all as the User, in its discretion, may deem to be desirable, consistent with the provisions of the Mortgage.

Section 5.2. Corporation Relieved from Responsibility to Maintain Project. The User and the Corporation hereby expressly acknowledge and agree that the Corporation is under no responsibility to insure, maintain, operate or repair the completed Project or to pay taxes with respect thereto and the User expressly relieves the Corporation from any such responsibility.

Section 5.3. Taxes and Assessments. The User will, at the User's own cost and expense, pay and discharge all taxes, assessments, maintenance charges and other impositions of every kind and character charged, levied, assessed or imposed against the Trust Estate, or any part thereof, as the same become payable, and before they become delinquent, and upon request of the Corporation, shall furnish due proof of such payment to the Corporation promptly after payment. The User shall have the right, however, to contest in good faith the validity or amount of any such tax, assessment, maintenance charge and other imposition by appropriate proceedings timely instituted, if the User diligently prosecutes such contest and shall promptly pay any valid final judgment enforcing any such tax, assessment, maintenance charge or other imposition and cause the same to be satisfied of record.

(End of Article V)

ARTICLE VI

CASUALTY AND CONDEMNATION

Section 6.1. Casualty or Condemnation of the Project. If (a) any material damage or destruction of the Project or any portion thereof shall occur or (b) title to or the temporary use of any portion of the Project shall be taken in any condemnation proceedings or by the exercise of the power of eminent domain by any governmental body or by any person acting under governmental authority, the User shall with reasonable promptness notify the Corporation and the Trustee as to the nature and extent of such damage, destruction or taking and whether, in the User's sole judgment, it is practicable to restore such portion of the Project. If the User shall determine that restoration is practicable, the User or any designee of the User shall proceed to restore and complete such portion of the Project in accordance with Section 2.1 of this Agreement. If the User determines that it is impracticable to restore such portion of the Project, the amount equal to the net proceeds of any insurance or condemnation award shall be paid by the User to the Trustee for deposit into the Debt Service Fund for application by the Trustee, at the User's written direction, (i) to the redemption of Bonds pursuant to Section 403 of the Indenture, on the earliest date upon which redemption can be made, (ii) for the purchase of Bonds for the purpose of cancellation (provided that if Bonds are purchased at a premium, the User must pay such premium with its own funds), or a combination of (i) and (ii); provided that if such net proceeds exceed the amount required to discharge the Bonds and the Indenture, as provided therein, such excess shall be paid to the User pursuant to Section 4.3 of this Agreement.

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Section 6.2. Effect of Casualty or Condemnation. The occurrence of a casualty or condemnation shall not entitle the User to any abatement, postponement or reduction in the amount of the Loan Payments payable under this Agreement and the User hereby waives the benefits and provisions of all laws and rights which, by reason of the casualty or condemnation, might relieve the User from any of its obligations under this Agreement.

(End of Article VI)

ARTICLE VII

PREPAYMENT OF THE LOAN PAYMENTS

Section 7.1. Prepayment and Payment of Loan. The User may at any time deliver moneys and/or Government Obligations to the Trustee with instructions to the Trustee to hold such moneys and/or Government Obligations in the special segregated fund referred to in Section 802 of the Indenture in connection with a discharge of the Indenture.

No payment of or on account of the Loan Payments need be made during the term of this Agreement or thereafter when and so long as the amount in the Debt Service Fund, together with any other amounts then held by the Trustee and available for the purpose, is sufficient to retire all of the Bonds then outstanding in accordance with the Indenture, including any applicable redemption premium on such Bonds and the amount of interest due and thereafter to become due on the Bonds or coupons appertaining thereto on and prior to such retirement. However, if, subsequent to a date on which the User is not obligated to pay the Loan Payments or any installment thereof pursuant to the preceding sentence, losses (net of gains) shall be incurred in respect of the investments in Eligible Securities as defined in the Indenture and such net losses or any other event shall have reduced the amounts in the Debt Service Fund, together with any other amounts then held by the Trustee and available for the purpose, below the amount sufficient at the time of such occurrence or other event to redeem or pay, in accordance with the provisions of the Indenture, on the next date on which redemption or payment is to be effected, the principal amount of the Bonds and the premium, if any, and interest due or to become due on the Bonds or any coupons appertaining thereto on and prior to such redemption or payment, the Trustee shall notify the User of such fact and thereafter, the User, as and when required for purposes of such Debt Service Fund, shall pay to the Trustee for deposit in the Debt Service Fund the amount of any such reduction below such sufficient amount.

Section 7.2. Mandatory Acceleration of Loan Payments. (a) The User covenants that it will not take any action or omit to take any action required under this Agreement or the Code and the regulations promulgated thereunder, which act or omission will cause the loss of the exemption from federal income taxation of interest paid on the Bonds.

(b) The payment of the Loan Payments shall be accelerated, in whole or in part, as provided below, prior to the maturity of the Bonds upon a Determination of Taxability. A Determination of Taxability shall be deemed to have occurred on the first to occur of the following:

(i) on that date when the User files (in compliance with its obligations under this Agreement) any statement, supplemental statement or other tax schedule, return or document (whether pursuant to Income Tax Regulations Section 1.103-10(b)(2)(vi)(c), as the same may be amended or supplemented, or otherwise) which discloses that an Event of Taxability shall have in fact occurred; or

(ii) on that date when the User shall be advised in writing by the Commissioner or any District Director of Internal Revenue that, based upon any filings of the User under this Agreement, or upon any review or audit of the User, or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iii) on that date when the User shall receive notice from the Trustee in writing that the Trustee has been advised by (A) any holder of a Bond that the Internal Revenue Service has assessed as includable in the gross income of such holder the interest on its Bonds due to the occurrence of an Event of Taxability, or (B) the Commissioner or any District Director of Internal Revenue that the interest on the Bonds is includable in the gross income of any taxpaying holder of a Bond due to the occurrence of an Event of Taxability;

provided, however, that no Determination of Taxability shall occur under subparagraph (ii) or (iii) hereof unless the User has been afforded the opportunity, at its expense, to contest any such assessment and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined. The User shall promptly give to the Corporation and the Trustee written notice of (x) the filing by the User of any instrument described in subparagraph (i) above which discloses that an Event of Taxability shall have occurred and (y) its receipt of a written instrument from the Internal Revenue Service described in subparagraph (ii) above which advises that an Event of Taxability shall have occurred. Upon the occurrence of such a Determination of Taxability, the payment of the Loan Payments shall be accelerated and shall become due and payable in the amount of the redemption price of the Original Bonds required to be redeemed and on the last business day immediately preceding the redemption date for such Original Bonds, said redemption price and redemption date to be determined in accordance with Subsection 402(a) of the Indenture and said redemption amount to be determined in accordance with Subsection 402(c) of the Indenture.

(c) In addition to the acceleration requirements of Subsection (b) above, the payment of the Loan Payments shall be accelerated, in whole or in part, as provided below, prior to the maturity of the Bonds (or prior to making provision for payment thereof in accordance with the Indenture) upon a final determination by the Internal Revenue Service or

a court of competent jurisdiction that (not due to the occurrence of an Event of Taxability) the interest payable on the Bonds, or any of them, is includable for federal income tax purposes in the gross income of any holder of such Bond (other than a holder who is a "substantial user" of the Project or a "related person" within the meaning of Section 103(b)(9) of the Code and the regulations promulgated thereunder); provided, however, that no decree or judgment by any court or action by the Internal Revenue Service shall be considered final unless the Bondholder involved in such proceeding or action (i) gives the User and the Trustee prompt notice of the commencement thereof and (ii) (if the User agrees to pay all expenses in connection therewith and to indemnify such Bondholder against all liabilities in connection therewith) offers the User the opportunity to control the defense thereof. Upon the occurrence of such a final determination, the payment of the Loan Payments shall be accelerated and shall become due and payable in the amount of the redemption price of the Original Bonds required to be redeemed and on the last business day immediately preceding the redemption date for such Original Bonds, said redemption price and redemption date to be determined in accordance with Subsection 402(b) of the Indenture and said redemption amount to be determined in accordance with Subsection 402(c) of the Indenture. The User shall, within 30 days following such final determination, give to the Trustee written notice selecting a redemption date for the Bonds, as required by Subsection 402(b) of the Indenture.

(d) On the date on which the accelerated Loan Payments become due and payable, the User shall pay to the Trustee the sum of the accelerated Loan Payments in such form as to be available on the day on which the Original Bonds are to be redeemed to pay the principal of and premium, if any, and interest on such Original Bonds.

(e) The provisions of this Section 7.2 shall be deemed a separate and independent covenant for the benefit of the owners or holders of the Bonds. Acceleration pursuant to this Section 7.2 shall not limit or discharge any remaining obligations which the User may have.

Section 7.3. Unconditional Obligation. It is the intention and agreement of the parties hereto that the sums payable by the User under Section 7.2 of this Agreement and the other provisions of this Agreement shall be payable in all events.

(End of Article VII)

ARTICLE VIII

SPECIAL COVENANTS

Section 8.1. Indemnity of the Corporation and the Unit. The User agrees that it will at all times indemnify and hold harmless the Corporation, the Board, the Unit, the Governing Body and any of the officers, directors, employees, agents, servants and any other party acting for or on behalf of the Corporation or the Unit against any and all losses, costs, damages, expenses and liabilities (collectively herein called "Losses") of whatsoever nature (including but not limited to attorney's fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of, or related to one or more Claims, as hereinafter defined, even if such Losses or Claims, or both, directly or indirectly result from, arise out of or relate to or are asserted to have resulted from, arisen out of, or related to, in whole or in part, one or more negligent acts or omissions of the Corporation, the Board, the Unit or the Governing Body or any of the officers, directors, employees, agents, servants or any other party acting for or on behalf of the Corporation or the Unit in connection with the issuance of the Bonds or in connection with the Project. The term "Claims" as used herein shall mean all claims, lawsuits, causes of action and other legal actions and proceedings of whatsoever nature, including but not limited to claims, lawsuits, causes of action and other legal actions and proceedings, involving bodily or personal injury or death of any person or damage to any property (including but not limited to persons employed by the Corporation, the Unit, the User, the Guarantor or any other person and all property owned or claimed by the Corporation, the Unit, the User, the Guarantor, any affiliate of the User or the Guarantor or any other person) or involving damages relating to the issuance, offering, sale or delivery of the Bonds brought against the Corporation, the Board, the Unit or the Governing Body or to which the Corporation, the Board, the Unit or the Governing Body is a party, even if groundless, false or fraudulent, that directly or indirectly result from, arise out of, or relate to the design, construction, operation, use, occupancy, maintenance or ownership of the Project or any part thereof or from the issuance, offering, sale or delivery of the Bonds, and including but not limited to all claims for indemnification of the Trustee in its capacity as such. The obligations of the User under this Section 8.1 shall apply to all Losses or Claims, or both, that result from, arise out of, or are related to any event, occurrence, condition or relationship prior to termination of this Agreement, whether such Losses or Claims, or both, are asserted prior to termination of this Agreement or thereafter. The obligations of the User under this Section 8.1 shall not be affected by any assignment or other transfer by the Corporation of its rights, titles or interests under this Agreement to the Trustee pursuant to the

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Indenture, and will continue to inure to the benefit of the Corporation, the Board, the Unit or the Governing Body both prior to and after any such assignment or transfer. Neither the Corporation, the Board, the Unit or the Governing Body will be liable to the User for, and the User hereby releases each of them from all liability to the User for, all injuries, damages or destruction of all or any part or parts of any property owned or claimed by the User that directly or indirectly result from, arise out of or relate to the design, construction, operation, use, occupancy, maintenance or ownership of the Project or any part thereof, even if such injuries, damages or destruction directly or indirectly result from, arise out of or relate to, in whole or in part, one or more negligent acts or omissions of the Corporation, the Board, the Unit, the Governing Body or any of the officers, directors, employees, agents, servants or any other party acting for or on behalf of the Corporation or the Unit in connection with the issuance of the Bonds or in connection with the Project. The Corporation, the Board, the Unit and the Governing Body, as appropriate, shall reimburse the User for payments made by the User pursuant to this Section 8.1 to the extent of any proceeds, net of all expenses of collection, actually received by them from any insurance with respect to the loss sustained. The Corporation, the Board, the Unit and the Governing Body shall have the duty to claim any such insurance proceeds and the Corporation, the Board, the Unit and the Governing Body, as appropriate, shall assign their respective rights to such proceeds, to the extent of such required reimbursement, to the User. In case any action shall be brought or to the knowledge of the Corporation, the Board, the Unit or the Governing Body threatened against any of them in respect of which indemnity may be sought against the User, the indemnified party shall promptly notify the User in writing and the User shall have the right to assume the investigation and defense thereof including the employment of counsel and the payment of all expenses. The indemnified party shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by the indemnified party unless the employment of such counsel has been authorized by the User. The User shall not be liable for any settlement of any such action without its consent but, if any such action is settled with the consent of the User or if there be final judgment for the plaintiff in any such action, the User agrees to indemnify and hold harmless the Corporation, the Board, the Unit and the Governing Body from and against any Loss by reason of such settlement or judgment. The User also agrees to indemnify and save the Corporation harmless from any damage, loss, cost or expense arising as a result of agreements by the Corporation in the Indenture to indemnify the Trustee.

In the event of failure by the User to observe the covenants, conditions and agreements contained in this Section 8.1, the Corporation may take any action at law or in equity to collect amounts then due and

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thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the User under this Section 8.1.

Section 8.2. Representations of User; Maintenance of Corporate Existence. The User represents that it is duly incorporated and existing under the laws of the State of Texas, that it is and will remain duly qualified to do business in the State, that it has duly accomplished all conditions precedent necessary to be accomplished by it prior to issuance and delivery of the Bonds and execution and delivery of this Agreement, that it is not in default under any agreement, indenture or other instrument in any manner which would impair the User's ability to carry out its obligations hereunder, that it has power to enter into the transactions contemplated by this Agreement, that it has been duly authorized to execute and deliver this Agreement and that it will not, except as provided in this Section 8.2, voluntarily take any action that would adversely affect its existence.

Until all of the Bonds and coupons shall be deemed to have been paid within the meaning of Section 801 of the Indenture, the User will maintain its corporate existence and its qualification to do business in the State and will not merge or consolidate with any other corporation nor sell or dispose of more than 50% of the total assets of the User and its subsidiaries on a consolidated basis and determined in accordance with generally accepted accounting principles, unless the successor corporation (if other than the User) (a) shall be a corporation organized and existing under the laws of the United States of America or a state thereof and such successor corporation shall expressly and unconditionally assume, in a written instrument delivered to the Corporation and the Trustee, the punctual performance and observance of all covenants, conditions and obligations of this Agreement to be performed by the User; (b) shall not, immediately after such merger, consolidation, sale or disposition, be in default in the performance of any covenant, condition or obligation of the User pursuant to this Agreement; (c) shall be authorized to transact business in the State; and (d) after giving effect to such merger, consolidation, sale or disposition shall have a net worth, on a consolidated basis and determined in accordance with generally accepted accounting principles, at least equal to the consolidated net worth of the User and its subsidiaries on the same basis immediately prior thereto.

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Section 8.3. Annual Statement. The Trustee shall receive from the User or the Guarantor, promptly upon its becoming available, a copy of each annual report and any amendment to an annual report, filed by the User or the Guarantor with the Securities and Exchange Commission or any successor agency pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 (currently Form 10-K), as the same may be amended from time to time.

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Section 8.4. Representations of Corporation. The Corporation represents that it is duly incorporated and existing under the Act, that it has duly accomplished all conditions precedent necessary to be accomplished by it prior to issuance and delivery of the Bonds and execution and delivery of this Agreement, that it is not in default under any of the provisions contained in the laws of the State or any agreement to which it is a party in any manner which would impair its ability to carry out its obligations hereunder, that it has power to enter into the transactions contemplated by this Agreement, that it has been duly authorized to execute and deliver this Agreement and that it will not voluntarily take any action that would adversely affect its corporate existence.

The Corporation will not knowingly take any affirmative action or omit to take any action, which act or omission will adversely affect the exemption from federal income taxation of interest paid on the Bonds, and, in the event it should unknowingly do so or omit to do so, will promptly upon having such brought to its attention take such reasonable actions as may rescind or otherwise negate its unknowing action or omission.

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Section 8.5. Removal of Liens. If any lien, encumbrance or charge of any kind based on any claim of any kind (including, without limitation, any claim for income, franchise or other taxes, whether federal, state or otherwise), shall be asserted or filed against any amount paid or payable by the User under or pursuant to this Agreement or any order (whether or not valid) of any court shall be entered with respect to any such amount by virtue of any claim of any kind, in either case so as to:

(a) interfere with the due payment of such amount to the Trustee or the due application of such amount by the Trustee pursuant to the applicable provisions of the Indenture,

(b) subject the holders of the Bonds or the coupons appertaining thereto to any obligation to refund any moneys applied to payment of the Bonds or such coupons, or

(c) result in the refusal of the Trustee to make such due application because of its reasonable determination that liability might be incurred if such due application were to be made,

then the User will promptly take such action (including, but not limited to, the payment of moneys) as may be necessary to prevent, or to nullify the cause or result of, such interference, such obligation or such refusal, as the case may be.

22

Section 8.6. Special Covenants. The Corporation and the User agree that all proceeds received from the sale of the Bonds, as well as all Loan Payments paid by the User, shall be applied solely in the manner and for the purposes specified in this Agreement and the Indenture. The Corporation further agrees that it will observe the covenants made by it in the Indenture and that the User may have and exercise all the rights, powers and benefits stated to be in the User in this Agreement and the Indenture (including, without limitation, its rights under Sections 503 and 603 of the Indenture) and that, without the prior written consent of the User, the Indenture, the Bonds, any bond purchase agreement pursuant to which the Bonds are to be sold and any similar agreement relating to the sale of Additional Bonds shall not be modified in any manner.

Section 8.7. Bonds are Limited Obligations. The Bonds shall be limited obligations of the Corporation and shall be payable solely out of the revenues derived from or in connection with this Agreement (including all sums deposited in the Debt Service Fund from time to time pursuant to this Agreement, the Guarantee Agreement and the Indenture and, in certain events, amounts attributable to Bond proceeds or amounts obtained through the exercise of certain remedies provided for in the Indenture). The Bonds shall never be paid out of any other funds of the Corporation except such revenues.

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Section 8.8. No Warranty of Project or Facilities. The User recognizes that the Plans and Specifications for the Project will be furnished, prepared, revised or implemented substantially to its requirements; therefore, THE CORPORATION MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROJECT OR ANY ONE OR MORE OF THE FACILITIES, INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY THEREOF OR THE FITNESS THEREOF FOR ANY PARTICULAR PURPOSES; THE DESIGN OR CONDITION THEREOF; THE WORKMANSHIP, QUALITY OR CAPACITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT; LATENT DEFECTS; OR THAT THE PROCEEDS DERIVED FROM THE SALE OF THE BONDS WILL BE SUFFICIENT TO PAY IN FULL FOR SAME.

Section 8.9. Federal Income Tax Exemption. The User covenants and represents that there have never been issued any bonds with respect to "facilities" described in Section 103(b)(6)(E) of the Code which are located within the corporate limits of the City of Stafford, Texas, or which would be considered "contiguous or integrated" with such facilities, which bonds should be taken into account in determining the aggregate face amount of the Bonds as provided in Section 103(b)(6)(D)(ii) of the Code.

The User further covenants and represents that the aggregate principal amount of the Bonds and the capital expenditures heretofore made or hereafter to be made (other than those mentioned in Section 103(b)(6)(F) of the Code) with respect to "facilities" described in Section 103(b)(6)(E) of the Code which are located within the corporate limits of the City of Stafford, Texas, or which would be considered "contiguous or integrated" with such facilities, have not exceeded and will not exceed $10,000,000 (or any such larger amounts as may be hereafter permitted by law) during the six-year period beginning three years before, and ending three years following, the date of issuance and delivery of the Bonds.

The User further covenants and agrees that it shall file a supplemental statement as required by Section 1.103-10(b)(2)(vi)(c) of the Treasury Regulations which lists by date and amount any subsequent expenditures that qualify as capital expenditures under Section 103(b)(6)(D) of the Code.

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The User and the Corporation further covenant and agree that, during the three-year period following the date of the issuance of the Bonds, neither of them shall make or cause or permit to be made any capital expenditures (other than those mentioned in Section 103(b)(6)(F) of the Code) with respect to "facilities" described in Section 103(b)(6)(E) of the Code which are located within the corporate limits of the City of Stafford, Texas, or which would be considered as "contiguous or integrated" with such facilities, which would cause the interest on the Bonds to be subject to federal income taxation.

The User further covenants and agrees that should there occur, either through the fault of the User or through circumstances beyond the User's control, a Determination of Taxability, the User shall prepay the Loan Payments in accordance with Section 7.2 hereof, and the User and the Corporation hereby agree that the Corporation shall use the moneys received from such prepayment for the immediate redemption of outstanding Bonds and otherwise as provided in said Section 7.2.

The User and the Corporation further covenant and agree to comply fully, during the term of the Agreement, with all effective rules, rulings or regulations promulgated by the Department of the Treasury or the Internal Revenue Service, with respect to obligations issued under Section 103(b)(6)(D) as an "exempt small issue" the interest on which is exempt from Federal income taxation.

(End of Article VIII)

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ARTICLE IX

ASSIGNMENT

Section 9.1. Assignment by the User. The User may, without the consent of the Corporation or the Trustee, transfer or assign this Agreement or transfer or assign any or all of its rights and delegate any or all of its duties hereunder, but no such transfer, assignment or delegation (other than pursuant to Section 8.2 of this Agreement or the following provisions of this Section) shall relieve the User of its liability for the payment of the Loan Payments or for the payment of any other amounts to be paid by it under this Agreement or the Note and for the full observance and performance of all of the covenants and conditions to be observed and performed by it which are contained in this Agreement and the Note. The User may transfer or assign this Agreement to the Guarantor or a subsidiary or affiliate of the Guarantor if (a) the transferee or assignee irrevocably and unconditionally assumes, in an instrument delivered to the Corporation and the Trustee, the due performance of the obligations of the User under this Agreement, and (b) if the Guarantor is not the transferee or assignee, the Guarantor shall have delivered to the Corporation and the Trustee, an instrument in form and substance satisfactory to the Trustee evidencing its agreement to substitute such transferee or assignee for the User for the purpose of the Guarantee Agreement. Upon the delivery of the instruments referred to in the preceding sentence, the User shall have no further obligations under this Agreement.

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Section 9.2. Corporation's Rights of Assignment. The Corporation may, only in accordance with the Indenture, assign this Agreement, the Note and the security interest of the Corporation created hereby and pledge the moneys receivable hereunder to the Trustee as security for payment of the principal of and premium, if any, and interest on the Bonds. The User hereby assents to such assignment and agrees that the Trustee may exercise and enforce in accordance with the Indenture any of the rights of the Corporation under this Agreement or the Note. Any such assignment, however, shall be subject to all of the rights and privileges of the User as provided in this Agreement.

(End of Article IX)

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ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1. Enumeration of "Events of Default". The terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the User to pay when due in accordance with Section 4.1 of this Agreement the portion of the Loan Payments representing payment of the principal of and premium, if any, on the Bonds.

(b) Failure by the User to pay when due in accordance with Section 4.1 of this Agreement the portion of the Loan Payments representing payment of interest on the Bonds and such non-payment continues for a period of ten (10) business days; provided, however, that such nonpayment of interest shall not constitute an "event of default" hereunder if the holder of the affected Bond or Bonds shall, at any time prior to the expiration of such 10-day period, deliver to the Trustee an instrument in writing signed by such Bondholder expressly forgiving the amount of interest which has not been paid.

(c) The occurrence of one or more of the events specified in Subsection (d) of Section 901 of the Indenture.

(d) The occurrence of one or more of the events specified in Subsection (e), (f), (g) or (h) of Section 901 of the Indenture.

Section 10.2. Remedies. Whenever any event of default referred to in Section 10.1 of this Agreement shall have occurred and be continuing, either or both of the following remedial steps may be taken:

(a) Five calendar days after receipt by the User of written notice that the Trustee or the Corporation intends to accelerate payment of the Loan Payments, the Trustee, or the Corporation with the prior written consent of the Trustee, may at its option, and shall upon the written request of the holders of 25% in aggregate principal amount of the Bonds then outstanding, declare all unpaid Loan Payments to be immediately due and payable, whereupon the same shall become immediately due and payable; provided, however, that such declaration may be made immediately, without the necessity of any prior notice to the User, upon an event of default of the character specified in Subsection 10.1 (a), (b) or (d) of this Agreement.

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(b) The Trustee, or the Corporation with the prior written consent of the Trustee, may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the User under this Agreement, and such payment and performance may be enforced by mandamus or by the appointment of a receiver in equity with power to charge and collect Loan Payments, and to apply such Loan Payments in accordance with this Agreement and the Indenture.

Any amounts collected pursuant to action taken under this Section 10.2 shall be applied in accordance with the provisions of the Indenture.

Neither the Trustee nor the Corporation may declare all unpaid Loan Payments immediately due because of a failure by the User to observe or perform any covenant, condition or agreement contained in Section 8.1 of this Agreement. However, the exception of the preceding sentence shall not otherwise preclude the Corporation from enforcing, with or without the consent of the Trustee, the observance and performance of the covenants, conditions and agreements contained in such Section.

A waiver by the Trustee of any of the "events of default" as that term is defined in the Indenture, in accordance with the terms and provisions of Section 911 of the Indenture, shall also constitute a waiver of the corresponding event of default and its consequences hereunder.

Section 10.3. No Remedy Exclusive. No remedy conferred upon or reserved to the Corporation or the Trustee by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing hereunder shall impair any such right or power or shall be construed to be a waiver thereof, nor shall any single or partial exercise of any other right, power or privilege, but every such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notices as may be herein expressly required.

(End of Article X)

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ARTICLE XI

GENERAL

Section 11.1. Force Majeure. If by reason of force majeure either the Corporation or the User shall be rendered unable wholly or in part to carry out its obligations under this Agreement, and if such party gives notice and full particulars of such force majeure in writing to the other party within a reasonable time after failure to carry out its obligations under this Agreement, such obligations (other than the obligations of the User specified in the last sentence of this Section 11.1) of the party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed, including a reasonable time for removal of the effect thereof. The term "force majeure" shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States, or of any State thereof, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, storms, floods, washouts, droughts, arrests, restraining of government and people, civil disturbances, explosions, breakage or accidents to machinery, transmission pipes or canals, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other cause not reasonably within the control of the party claiming such inability. The requirement that any force majeure shall be reasonably beyond the control of the party shall be deemed to be fulfilled even though the existing or impending strike, lockout or other industrial disturbance may not be settled but could have been settled by acceding to the demand of the opposing person or persons. The occurrence of any event of force majeure shall not suspend or otherwise abate, and the User shall not be relieved from, the obligation to pay the Loan Payments and to pay any other payments required to be made by it under this Agreement at the times required.

Section 11.2. Waiver of Rights. Failure by the Corporation, the User or the Trustee to insist upon the strict performance of any of the covenants and agreements contained in this Agreement or to exercise any rights or remedies upon default shall not be considered a waiver or relinquishment of the right to insist upon and to enforce by any appropriate legal remedy a strict compliance by the defaulting party with all of the covenants and conditions binding on it, or of the right to exercise any such rights or remedies if such default be continued or repeated.

Section 11.3. The Trustee; Co-Paying Agents. The User shall pay to the Trustee reasonable compensation for all its services, together with its actual out-of-pocket expenses necessarily incurred, in connec-

tion with acting as Trustee under the Indenture. The User shall also reimburse the Trustee on demand for all amounts paid by it as permitted by Section 1010 of the Indenture, together with interest from the date of payment at the rate specified therein. The User also agrees with the Corporation that the User shall provide the Trustee with funds sufficient to pay reasonable compensation to all Co-Paying Agents appointed under the Indenture for their respective services, together with their out-of-pocket expenses necessarily incurred, in connection with acting as such Co-Paying Agents. In accordance with Section 305 of the Indenture, but subject to the limitations of Section 4.5 of this Agreement, the User shall pay all expenses (other than applicable taxes, fees or other governmental charges) incurred in connection with exchanges, registrations or transfers of Bonds. Each reference herein to the Trustee shall include any successor Trustee.

Section 11.4. Third Party Beneficiaries. This instrument is executed in part to induce the purchase by others of the Bonds, and for the further securing of the Bonds, and accordingly, so long as any Bonds are outstanding, all respective covenants and agreements of the parties herein contained are hereby declared to be for the benefit of the holders from time to time of the Bonds and the coupons appertaining thereto, and may be enforced by or on behalf of such holders only by the Trustee in accordance with the provisions of the Indenture. This Agreement shall not be deemed to create any right of subrogation or otherwise in any person who is not a party hereto (other than the permitted successors and assigns of a party) and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors or assigns of a party hereto), except in each case the holders from time to time of the Bonds and such coupons and the Trustee, but such rights shall be enforceable only as provided in the Indenture.

Section 11.5. Communications. Except as otherwise specifically provided in this Agreement, all notices, demands, certificates, requests, consents, submissions, or other communications hereunder (herein collectively called a "Communication") shall be in writing and shall be deemed to have been given or made if delivered personally to the person who is to receive the same or if mailed to such person by certified mail, return receipt requested, postage prepaid (or another method reasonably believed to provide actual notice and approved by the Trustee if certified mail is not then available), addressed

if to the Corporation:

FORT BEND COUNTY INDUSTRIAL
DEVELOPMENT CORPORATION
310 Orchard Street
Missouri City, Texas 77459
Attention:
President

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if to the User: STRAUS SYSTEMS, INC.
6626 Gulf Freeway; P. O. Box 2544
Houston, Texas 77001
Attention:
President

if to the Guarantor: JETERO CORPORATION
6234 Richmond Avenue, Suite 100
Houston, Texas 77057
Attention:
General Counsel

if to the Trustee: FIRST CITY NATIONAL BANK OF HOUSTON
1001 Main Street
Houston, Texas 77002
Attention:
Corporate Trust Division

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or, in each case, at such other address as may have been designated most recently in writing by the addressee to the addressor; provided, however, that in order to be considered duly made, a duplicate copy of any Communication to the Corporation, the User, the Guarantor or the Trustee shall be sent at the same time and in like manner to each of the others.

Whenever this Agreement provides for the delivery by the Corporation of a Communication, the person receiving the same shall be entitled to rely and act upon such Communication if it is signed by the President, Vice President or Secretary of the Corporation, or any other authorized officer of the Corporation. Whenever this Agreement provides for the delivery by the User or the Guarantor of any Communication, the person receiving such Communication shall be entitled to rely and act upon such Communication if it is signed by the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, or any Assistant Treasurer of the User or the Guarantor, or any other duly authorized officer of the User or Guarantor.

Section 11.6. Counterparts, Amendments, Governing Law, Etc. This Agreement (a) may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument; (b) except as provided in this Agreement or in the Indenture, may be modified or amended only by an instrument in writing signed by the duly authorized representatives of all parties (or their respective successors or assigns) and, so long as any Bonds are outstanding, only with the consent of the Trustee given in accordance with the applicable provisions of the Indenture; and (c) shall be governed, in all respects including validity, interpretation and effect by, and shall be enforceable in accordance with, the law of the State. The

parties agree that, in accordance with the Act, they will appropriately amend this Agreement to increase the payments to be made by the User hereunder if for any reason such payments, if made, are not sufficient to pay the principal of and interest and premium, if any, on the Bonds as the same become due but, in no event shall the User be obligated to pay interest on the principal amount of the loan in excess of the maximum amount allowed by law.

The section and other headings contained in this Agreement are for reference purposes only and shall not control or affect its interpretation in any respect. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 11.7. Recording; Certificate as to Events of Default; Recording Opinion. The User covenants that (a) upon the execution and delivery of this Agreement and thereafter, from time to time, it shall cause this Agreement, the Indenture, the Mortgage, the Collateral Assignment and each amendment and supplement to each of such instruments (or a memorandum with respect to such instrument, amendment or supplement) to be filed, registered and recorded and to be refiled, reregistered and rerecorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien of the Indenture, of the Mortgage and of the Collateral Assignment and to publish notice of and protect the validity of this Agreement and (b) it shall perform or cause to be performed from time to time any other act as required by law, and it will execute or cause to be executed any and all instruments of further assurance that may be necessary for such publication and protection.

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So long as any Bonds are outstanding, upon request of the Trustee, the User shall furnish to the Trustee (a) a certificate of an officer of the User to the effect that in the course of his duties as such officer he has not become aware of any condition or event which constitutes or which, after notice or lapse of time or both, would constitute an event of default which has not been cured by the date of such certificate or, if such officer has become aware of such an event or condition, specifying the nature thereof, and (b) an opinion of counsel, who may be counsel for the User, to the effect that all filing, registration, recording, refiling, reregistration and rerecording required pursuant to this Section has been duly accomplished and setting forth the facts with respect thereto except as specified in any previous opinion delivered to the Trustee pursuant to this Section.

Section 11.8. Term of Agreement. Except as provided in Article VII of this Agreement, this Agreement shall remain in full force and

effect from the date of execution and delivery hereof until the Indenture has been discharged in accordance with the provisions thereof; provided, however, that (a) the provisions of Sections 3.8, 8.1, 8.5, 11.2 and the last paragraph of Section 7.1 of this Agreement shall survive any expiration or termination of this Agreement, and (b) if the Indenture is discharged prior to the date on which all Bonds shall have matured in accordance with their terms, by redemption or otherwise, the provisions of Sections 3.3 and 3.6 of this Agreement shall continue until such date.

Section 11.9. User's Approval of Indenture. The Indenture has been submitted to the User for examination, and the User acknowledges that, by execution of this Agreement, it has approved the Indenture.

IN WITNESS WHEREOF, the Corporation and the User have caused this Agreement to be signed and sealed in their behalf by their duly authorized representatives as of the date set forth above.

FORT BEND COUNTY
INDUSTRIAL DEVELOPMENT CORPORATION

By _____
President

ATTEST:

_____
Secretary

(SEAL)

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STRAUS SYSTEMS, INC.

By _____
President

ATTEST:

_____
Secretary/Assistant Secretary

(SEAL)

Exhibit A

LOAN AGREEMENT

DESCRIPTION OF THE FACILITIES

Exhibit B

LOAN AGREEMENT

DESCRIPTION OF THE SITE

Exhibit C

LOAN AGREEMENT

FORM OF NOTE

$2,130,000 December __, 1980

FOR VALUE RECEIVED, STRAUS SYSTEMS, INC., a Texas corporation (the "User"), does hereby promise to pay to the order of FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION (the "Corporation") at the principal corporate trust office of FIRST CITY NATIONAL BANK OF HOUSTON (the "Trustee") or any successor trustee acting as such under that certain Trust Indenture, dated as of December 1, 1980, by and between the Corporation and the Trustee (the "Indenture"), in lawful money of the United States of America, the principal sum of Two Million, One Hundred Thirty Thousand Dollars ($2,130,000), and to pay interest on the unpaid principal amount hereof, in like money, at such office at the rate and in the amounts specified in Section 4.1 of the Loan Agreement hereinafter referenced.

ALL SUMS paid hereon shall be applied first to the satisfaction of accrued interest and the balance to the unpaid principal.

THE PRINCIPAL AMOUNT of this Note is due and payable in installments in the amounts and at the times specified in Section 4.1 of the Loan Agreement. Interest on this Note is due and payable on each Interest Payment Date and at maturity in the amounts and at the rate specified in Section 4.1 of the Loan Agreement.

THIS NOTE is the Note referred to in that certain Loan Agreement, dated as of December 1, 1980, by and between the User and the Corporation (the "Loan Agreement"), and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof, including those respecting prepayment and the acceleration of maturity and is further subject to all of the terms, conditions and provisions of the Indenture, all as provided in the Loan Agreement.

THIS NOTE is a contract made under and shall be construed in accordance with and governed by the laws of the State of Texas.

STRAUS SYSTEMS, INC.

By _____
President

ATTEST:

_____
Secretary

SEAL

FORM OF ENDORSEMENT
(To be set forth on back of Note)

Pay to the order of FIRST CITY NATIONAL BANK OF HOUSTON, Trustee, without recourse.

FORT BEND COUNTY INDUSTRIAL
DEVELOPMENT CORPORATION

By _____,
President

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Document No. 2.6

EXHIBIT C

GUARANTEE AGREEMENT

by and between

JETERO CORPORATION

and

FIRST CITY NATIONAL BANK OF HOUSTON

Relating to
$2,130,000
FORT BEND COUNTY
Development Corporation
Industrial Development Revenues Bonds
Series 1980
(Straus Systems, Inc., Project)

Dated as of

December 1, 1980

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GUARANTEE AGREEMENT

by and between

JETERO CORPORATION

and

FIRST CITY NATIONAL BANK OF HOUSTON

as Trustee

THIS GUARANTEE AGREEMENT, dated as of December 1, 1980 (together with any amendments or supplements hereto this "Guarantee Agreement"), by and between JETERO CORPORATION, a Texas corporation (together with any successor permitted by Section 4.1 hereof, the "Guarantor"), and FIRST CITY NATIONAL BANK OF HOUSTON, a national banking association with its principal corporate office in Houston, Texas, (together with any permitted successor trustee at the time serving as such under the Trust Indenture [hereinafter defined], dated as of the date hereof between the Corporation [hereinafter defined] and said bank, as trustee, the "Trustee"),

W I T N E S S E T H:

WHEREAS, the FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION, a nonprofit industrial development corporation created and existing under the Development Corporation Act of 1979, Article 5190.6, Vernon's Annotated Texas Civil Statutes (together with any successor to its duties and functions the "Corporation"), and STRAUS SYSTEMS, INC., a Texas corporation and a wholly owned subsidiary of the Guarantor (together with any successor or assign under the Agreement hereinafter referred to, the "User"), propose to enter into a Loan Agreement, dated as of the date hereof (as supplemented or amended from time to time, the "Agreement"), pursuant to which the Corporation will agree, among other things, to issue bonds and lend the proceeds of such bonds to the User to finance the acquisition and construction of the facilities described in Exhibit A thereto, which facilities have been or will be constructed on the site described in Exhibit B thereto (such site and such facilities, having the same meaning as in the Agreement, the "Project"); and

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WHEREAS, in order to provide funds for the Corporation to lend to the User for the acquisition and construction of the Project, the Corporation proposes to issue, pursuant to the aforesaid Trust Indenture (as supplemented or amended from time to time, the "Indenture"), and sell

its Industrial Development Revenue Bonds, Series 1980 (Straus Systems, Inc., Project), in the aggregate principal amount of $2,130,000 (the "Original Bonds"); and

WHEREAS, the Corporation may, pursuant to the provisions of the Indenture, issue its additional revenue bonds in the future for the purpose of providing funds for the Corporation to lend to the User to finance the costs of completing, enlarging, improving or expanding the Project or refunding any Original Bonds or additional bonds theretofore issued (the Original Bonds and such additional bonds, together with any bonds issued in replacement or exchange therefor, the "Bonds," such term having the same meaning which is attributed to it in the Agreement); and

WHEREAS, the Guarantor has determined that this Guarantee Agreement reasonably may be expected to benefit the Guarantor because the Guarantor desires that the Corporation issue and sell the Bonds and lend the proceeds to the User for the purpose described above and, in order to provide an inducement to the Corporation to take such actions and as inducement to the purchase of the Bonds and the interest coupons appertaining thereto by all who shall at any time become holders thereof, the Guarantor is willing to enter into this Guarantee Agreement;

(End of Recitals)

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NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the Guarantor does hereby covenant and agree with the Corporation and the Trustee from and after the time the Indenture shall be executed and delivered, as follows:

(Next page commences with Article I)

ARTICLE I

REPRESENTATIONS AND WARRANTIES OF GUARANTOR

Section 1.1. Representations and Warranties of Guarantor. The Guarantor hereby represents and warrants that it is a corporation duly incorporated and in good standing under the laws of the State of Texas, has full power and authority to enter into and perform this Guarantee Agreement, has duly authorized the execution and delivery of this Guarantee Agreement by proper corporate action and that such execution and delivery and compliance with the terms hereof will not contravene or constitute a default under its Articles of Incorporation or Bylaws or any indenture, commitment, agreement or other instrument to which the Guarantor is a party or by which it is bound or any existing law, rule, regulation, judgment, order or decree to which it is subject.

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ARTICLE II

GUARANTEE OF PAYMENT

Section 2.1. Guarantee of Payment of Bonds. The Guarantor hereby unconditionally and irrevocably guarantees to the Trustee for the benefit of the holders from time to time of the Bonds and of the interest coupons appertaining thereto (a) the full and prompt payment of the principal of and premium, if any (including, without limitation, any premium required to be paid in the event of a redemption resulting upon the occurrence of a "Determination of Taxability" as described in Section 402 of the Indenture), on each Bond when and as the same shall become due, whether at the stated maturity thereof, by acceleration, call for redemption or otherwise, and (b) the full and prompt payment of interest on each Bond when and as the same shall become due, including interest on overdue amounts payable as provided in the Indenture. If for any reason whatsoever the Trustee shall fail or be unable duly, punctually and fully to pay such amounts when and as they become due and payable and whether or not such failure shall constitute, result in or have resulted from the occurrence of an event of default under the Indenture, the Guarantor shall forthwith pay or cause to be paid such amounts to the Trustee or other person or persons entitled to receive the same under the provisions of the Indenture. Such guarantee is an absolute unconditional present and continuing guarantee of payment and not of collectibility.

Section 2.2. Nature of Guarantee. The obligations, covenants, agreements and duties of the Guarantor under this Guarantee Agreement shall be irrevocable, absolute and unconditional, shall remain in full force and effect until payment in full of the entire principal of and premium, if any (including, without limitation, any premium required to

be paid in the event of a redemption resulting upon the occurrence of a "Determination of Taxability" as described in Section 402 of the Indenture), and interest on the Bonds shall have been made, and shall in no way be affected or impaired by reason of the happening from time to time of any other event, including, without limitation, the following, whether or not any such event shall have occurred without notice to or the consent of the Guarantor:

(a) the waiver, compromise, settlement, termination or other release of the performance or observance by the Guarantor or the User of any or all of its agreements, covenants, terms or conditions contained in this Guarantee Agreement (other than Section 2.1 hereof) or the Agreement or the performance by the Corporation of any or all of its agreements, covenants, terms or conditions contained in the Agreement, the Indenture or the Bonds;

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(b) the extension of the time for payment of any principal of and premium, if any (including, without limitation, any premium required to be paid in the event of a redemption resulting upon the occurrence of a "Determination of Taxability" as described in Section 402 of the Indenture), or interest on any Bond owing or payable on such Bond or of the time for performance of any obligations, covenants or agreements under or arising out of this Guarantee Agreement, the Agreement, the Bonds or the Indenture or the extension or the renewal of any of them;

(c) any failure, omission, delay or lack on the part of the Corporation or the Trustee to enforce, assert or exercise any right, power or remedy conferred on the Corporation or the Trustee in the Agreement, the Indenture or this Guarantee Agreement, or the inabilty of the Corporation or the Trustee to enforce any provision of this Guarantee Agreement, the Agreement or the Indenture for any reason, or any other act or omission on the part of the Corporation, the Trustee or any of the holders from time to time of the Bonds or of the interest coupons appertaining thereto;

(d) the transfer, assignment or mortgaging, or the purported transfer, assignment or mortgaging, of all or any part of the interest of the User in the Project or any failure of title with respect to the interest of the User in the Project or the invalidity, unenforceabilty or termination of the Agreement;

(e) the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Guarantee Agreement, the Agreement, the Bonds or the Indenture;

(f) the voluntary or involuntary liquidation, dissolution, sale of all or substantially all of the assets, marshalling of assets and liabilities, receivership, conservatorship, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting the Corporation or the User or any of their respective assets or any allegation or contest of the validity of this Guarantee Agreement, the Agreement, the Indenture or the Bonds in any such proceeding;

(g) to the extent permitted by law, the release of the Corporation, the User or the Guarantor from the performance or observance of any of the agreements, covenants, terms or conditions contained in the Agreement, the Indenture, the Bonds or this Guarantee Agreement (other than Section 2.1 hereof);

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(h) the surrender or impairment of any security for the performance or observance of any of the agreements, covenants, terms and conditions contained in the Bonds, the Agreement or the Indenture;

(i) any failure of the Corporation to perform and observe any agreement or covenant, or to discharge any duty or obligation, arising out of or connected with the Agreement, this Guarantee Agreement or any other agreement between the Corporation and the User or the Corporation and the Guarantor or the occurrence or pendency of any default or event of default thereunder or any proceedings or actions as a result of, or attendant upon, such default;

(j) the inability of the Guarantor, the User, the Corporation or the Trustee to enforce any provision of the Agreement, the Indenture, the Bonds or this Guarantee Agreement for any reason;

(k) the taking or the omission of any of the actions referred to in the Agreement, the Indenture or the Bonds or of any actions under this Guarantee Agreement; or

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(1) the failure to give notice to the Guarantor of the occurrence of a default under this Guarantee Agreement or of an event of default under the terms and provisions of the Agreement, the Indenture or the Bonds.

No set-off, counterclaim, reduction, or diminution of any obligation, or any defense of any kind or nature (other than performance by the Guarantor of its obligations hereunder), which the Corporation may have or assert or which the Guarantor may have or assert against the Corporation or the Trustee or any holder of a Bond shall be available hereunder to the Guarantor against the Trustee.

Section 2.3. Waivers by Guarantor. The Guarantor waives notice of the issuance of the Bonds and notice from the Trustee or the holders from time to time of any of the Bonds or of the interest coupons appertaining thereto of their acceptance of and reliance on this Guarantee Agreement, and the Guarantor also waives presentment, demand for payment, protest and notice of nonpayment or dishonor and all other notices and demands whatsoever. The Guarantor further waives any right it may have to (a) require the Trustee or the Corporation to proceed against the User, (b) require the Trustee to proceed against or exhaust any security granted by the Corporation, or (c) require the Trustee or the Corporation to pursue any other remedy within the power of either the Trustee or the Corporation, and the Guarantor agrees that all of its obligations under this Guarantee Agreement are independent of the obligations of the User under the Agreement and that a separate action may be brought against it whether or not an action is commenced against the User under the Agreement.

Section 2.4. Subrogation of Guarantor; Subordination. Notwithstanding any payment or payments made by the Guarantor by reason of this Guarantee Agreement, the Guarantor shall not be subrogated to any rights of the Corporation, the Trustee or any holder of any of the Bonds against the User until all the Bonds shall have been paid or deemed to have been paid within the meaning of the Indenture. Any claim of the Guarantor against the User arising from payments made by the Guarantor by reason of this Guarantee Agreement shall be in all respects subordinated to the full and complete payment or discharge under the Indenture of all obligations guaranteed hereby, and no payment by the Guarantor by reason of this Guarantee Agreement shall give rise to any claim of the Guarantor against the Corporation, the Trustee or the holder of any of the Bonds. Unless and until the Bonds shall have been paid or deemed to have been paid within the meaning of the Indenture, the Guarantor will not assign or otherwise transfer any such claim against the User to any other person.

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ARTICLE III

DEFAULT AND REMEDIES

Section 3.1. Enforcement Provisions. The Trustee shall have the right, power and authority to do all things, including instituting or appearing in any suit or proceeding, not inconsistent with the express provisions of the Indenture or this Guarantee Agreement, which it may deem necessary or advisable to enforce the provisions of this Guarantee Agreement and protect the interests of the holders of the Bonds or coupons appertaining thereto. Each and every default in payment of the principal of or premium, if any (including, without limitation, any premium required to be paid in the event of a redemption resulting upon the occurrence of a "Determination of Taxability" as described in Section 402 of the Indenture), or interest on any Bond shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

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Section 3.2. No Remedy Exclusive. No remedy conferred upon or reserved to the Trustee herein or in the Indenture is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guarantee Agreement or now or hereafter existing at law or in equity.

Section 3.3. Right to Proceed Against Guarantor. In the event of a default in payment of principal of or premium, if any (including, without limitation, any premium required to be paid in the event of a redemption resulting upon the occurrence of a "Determination of Taxability" as described in Section 402 of the Indenture), on any Bond when and as the same shall become due, whether at the stated maturity thereof, by acceleration, call for redemption or otherwise, or in the event of a default in the payment of any interest on any Bond when and as the same shall become due, the Trustee may proceed to enforce its rights hereunder and the Trustee shall have the right to proceed first and directly against the Guarantor under this Guarantee Agreement without proceeding against any other person or exhausting any other remedies which it may have and without resorting to any other security held by the Corporation or the Trustee. This guarantee shall be an absolute, irrevocable and continuing guarantee of payment of the Bonds.

Section 3.4. Guarantor to Pay Costs of Enforcement. The Guarantor agrees to pay all costs, expenses and fees, including, without limitation, all reasonable attorneys' fees which may be incurred by the Trustee in enforcing or attempting to enforce this Guarantee Agreement or protecting the rights of the Trustee, the holders of Bonds or any coupons appertaining thereto hereunder following any default on the part of

the Guarantor hereunder, whether the same shall be enforced by suit or otherwise.

Section 3.5. No Waiver of Rights. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV

COVENANTS OF GUARANTOR

Section 4.1. Maintenance of Corporate Existence. The Guarantor agrees that it will maintain its corporate existence and will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation; provided, however, that the Guarantor may, without violating the agreement contained in this Section 4.1, consolidate with or merge into another corporation, or transfer to another corporation all or substantially all of its assets as an entirety and thereafter dissolve, if (a)(1) the Guarantor is the surviving, resulting or transferee corporation, as the case may be, or (2) if the Guarantor is not the surviving, resulting or transferee corporation, such corporation (A) is a corporation organized and existing under the laws of the United States of America, the District of Columbia or one of the states of the United States of America, (B) it assumes, by means of an instrument in writing delivered to the Trustee, all of the obligations of the Guarantor under this Guarantee Agreement and (C) has a net worth after the merger, consolidation or transfer at least equal to that of the Guarantor before such merger, consolidation or transfer, (b) immediately after giving effect to such merger, consolidation or sale, no event of default, and no event that, after notice or lapse of time or both, would become an event of default under the Indenture shall have occurred and be continuing and (c) there shall have been delivered to the Trustee (i) a duly executed agreement, satisfactory in form and substance to the Trustee, containing an assumption by the surviving, resulting or transferee corporation of all obligations and observance and performance of all covenants of the Agreement to be performed and observed by the Guarantor and (ii) an opinion of counsel, satisfactory to the Trustee, to the effect that such merger, consolidation or transfer and such instrument of assumption are in compliance with this Section and that such instrument has been duly authorized, executed and delivered by the corporation signing the instrument and constitutes a legal, valid and being obligation of such corporation enforceable against such corporation in accordance with its terms. Notwithstanding any such merger, consolidation or transfer, the Guarantor will not be released from its obligations hereunder.

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Section 4.2 Annual Statement. The Guarantor shall furnish the Trustee and any holders of at least ten percent (10%) of the then outstanding Bonds who shall so request, a copy of the annual audit of the Guarantor promptly upon its completion and also shall furnish the Trustee and such Bondholders a copy of each of the financial statements and reports that the Guarantor furnishes to the holders of its shares, at the same time as they are furnished to the holders of its shares. If the Guarantor furnishes to the holders of its shares an annual report containing financial statements audited by independent certified public accountants, a separate annual audit of accountants need not be furnished hereunder.

ARTICLE V

GENERAL

Section 5.1. Guarantee Agreement Independent of Agreement. The obligations of the Guarantor under this Guarantee Agreement shall arise absolutely and unconditionally upon the issuance, sale and delivery of the Bonds. This Guarantee Agreement is separate and independent of the Agreement and any modification, limitation or discharge of the User's liability under the Agreement arising out of or by virtue of any bankruptcy, arrangement, reorganization or similar proceeding shall not modify, limit, discharge or otherwise affect the liability of the Guarantor under this Guarantee Agreement in any manner whatsoever.

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Section 5.2. Benefitted Parties. This Guarantee Agreement is entered into by the Guarantor for the benefit of the Corporation, the Guarantor, the User and the holders from time to time of the Bonds and of any coupons appertaining thereto and may be enforced by or on behalf of such Corporation or the holders of the Bonds or such coupons by the Trustee in accordance with the provisions of this Guarantee Agreement and the Indenture. This Guarantee Agreement shall not be deemed to create any right in, or to be in whole or in part for the benefit of, any person other than the Trustee, the Corporation, the Guarantor, the holders from time to time of the Bonds and of the coupons appertaining thereto and their permitted successors and assigns. The Guarantor may not assign any of its rights or obligations hereunder except in accordance with Section 4.1 hereof.

Section 5.3. Trustee May Bring Suit Against Guarantor. So long as any Bonds are outstanding, if the Trustee shall bring any legal action or proceeding against the Guarantor for the enforcement of any provisions of this Guarantee Agreement, it shall not be necessary in any such action or proceeding to make the Corporation a party thereto.

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Section 5.4. Interpretations. The table of contents, article and section headings of this Guarantee Agreement are for reference purposes only and shall not affect its interpretation in any respect.

Section 5.5. Entire Agreement; Counterparts; Amendments; Governing Law; Etc. This Guarantee Agreement (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof; (b) may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; (c) may be modified only by an instrument in writing signed by the duly authorized representatives of the parties and only if the consent of the Trustee is given in accordance with the applicable provisions of the Indenture; and (d) shall be governed in all respects, including validity, interpretation and effect by, and shall be enforceable in accordance with, the law of the State of Texas. Upon payment in full of the entire principal of and premium, if any (including, without limitation, any premium required to be paid in the event of a redemption resulting upon the occurrence of a "Determination of Taxability" as described in Section 402 of the Indenture), and interest on the Bonds, this Guarantee Agreement shall terminate.

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If any provision of this Guarantee Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect any of the remaining provisions.

Section 5.6. Further Assurances. The Guarantor will execute and deliver all such instruments and take all such action as the Trustee may from time to time reasonably request in order fully to effectuate the purposes of this Guarantee Agreement.

Section 5.7. Notices. All notices and other communications in respect of this Guarantee Agreement to the Guarantor or the Trustee shall be given as provided in the applicable provisions of the Agreement.

Section 5.8. Consent to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Guarantee Agreement or any transaction contemplated hereby may be instituted in any state or federal court in the County of Harris and State of Texas, and the Guarantor waives any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding, and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding. The Guarantor hereby designates Charles S. Turet, Jr., Houston, Texas, as the Guarantor's authorized agent to accept and acknowledge on its behalf, service of any and all process which may be served in any such suit, action or proceeding in any such court and

agrees that service of process upon such agent at such office and written notice of such service to the Guarantor, mailed or delivered to the Guarantor in the manner provided in Section 5.7, shall be deemed in every respect effective service of process upon the Guarantor in any such suit, action or proceeding. Such designation and appointment shall be irrevocable during the term of this Guarantee Agreement.

IN WITNESS WHEREOF, the Guarantor has caused this Guarantee Agreement to be executed in its name and behalf and its corporate seal to be affixed hereto and attested by its duly authorized officers, and the Trustee has accepted the same, as of the date first above written.

JETERO CORPORATION

By _____
Vice President

ATTEST:

_____
Assistant Secretary

(CORPORATE SEAL)

Accepted as of this 1st day of December, 1980

FIRST CITY NATIONAL BANK OF HOUSTON
as Trustee

By _____

ATTEST:

_____

(CORPORATE SEAL)

Document No. 2.7

EXHIBIT D

STRAUS SYSTEMS, INC.

TO

Alexander C. Baker

As Mortgage Trustee

DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND FINANCING STATEMENT

Dated as of December 1, 1980

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DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FINANCING STATEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FINANCING STATEMENT, dated as of December 1, 1980 (together with any amendments or supplements hereto, this "Mortgage"), by STRAUS SYSTEMS, INC. (the "User"), a Texas corporation duly authorized to do business in the State of Texas (the "State"), for the use and benefit of FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION (the "Corporation"), a non-profit industrial development corporation created and existing under the Deveopment Corporation Act of 1979, Article 5190.6, Vernon's Annotated Texas Civil Statutes (the "Act"), to Alexander C. Baker, as mortgage trustee (together with any successor or substitute in such capacity, called the "Mortgage Trustee"),

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W I T N E S S E T H:

WHEREAS, pursuant to the terms and provisions of a Trust Indenture (together with any amendments or supplements thereto, the "Indenture"), dated as of even date herewith, the Corporation has authorized the issuance of the Original Bonds (as hereinafter defined) and has agreed to lend the proceeds thereof to the User pursuant to the provisions of a Loan Agreement (together with any amendments or supplements thereto, the "Agreement"), dated as of even date herewith, to finance the cost of the Project (as hereinafter defined), which is comprised of land, buildings, equipment, facilities and improvements required or suitable for the promotion of commercial or industrial development and expansion, for the promotion of employment, or for use by commercial, manufacturing or industrial enterprises; and

WHEREAS, to evidence its obligations to make payments under the Agreement in amounts sufficient to pay the principal of and premium, if any, and interest on said Original Bonds, the User issued the Note (as hereinafter defined) to the Corporation and now desires to execute and deliver this Mortgage to secure the payment of Loan Payments (as hereinafter defined) on the Note, which Note and Mortgage will be assigned to the Trustee (as hereinafter defined) to further secure the payment of said Original Bonds;

(End of recitals)

NOW, THEREFORE:

The User, in consideration of the premises and of the purchase and acceptance of the Note by the Corporation and of the debts, covenants and agreements hereinafter mentioned and the sum of One Dollar ($1.00), in lawful money of the United States of America, to it duly paid at or before the execution and delivery of these presents and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, in order to secure the payment of the Loan Payments on the Note, according to its tenor and effect, and all other Indebtedness (as hereinafter defined) and the performance and observance by the User of all the covenants expressed or implied herein, in the Agreement and in the Note, does hereby bargain, sell, grant, convey, transfer, mortgage, pledge and assign to the Mortgage Trustee and his successors and substitutes in trust hereunder, the following described real and personal property, rights, titles, interests and estates (herein collectively called the "Trust Estate"), to-wit:

I.

All of the rights, titles, interests and estates, now owned or hereafter acquired by the User in the Site (as herein after defined) with all buildings, structures, fixtures, additions, enlargements, extensions, improvements, modifications or repairs now or hereafter located thereon or therein and with the tenements, hereditaments, servitudes, appurtenances, rights, privileges and immunities thereunto belonging or appertaining which may from time to time be owned by the User, and all claims or demands whatsoever of the User either at law or in equity, in possession or expectancy, of, in and to the Site, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now owned or is hereafter acquired by the User, and is affixed or attached or annexed to the Site, shall be and remain or become and constitute a portion of the Site, and the security covered by and subject to the lien of this Mortgage.

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II.

All of the rights, titles, interests and estates, now owned or hereafter acquired by the User in and to the Facilities (as hereinafter defined), and any substitutions or replacements therefor, at any time installed or located on the Site.

III.

All leases and rentals and oil and gas or other mineral royalties, bonuses and rental income from the Site and Facilities, if any, and all proceeds from the sale or other disposition thereof.

TO HAVE AND TO HOLD the said Trust Estate, whether now owned or held or hereafter acquired, unto the Mortgage Trustee, its successors and assigns, forever.

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth to secure the payment of the Indebtedness, present and future, owing and to become owing, and to secure the performance of and compliance with the obligations, covenants and conditions of the Agreement and the Note and of this Mortgage, all as herein set forth.

IT IS HEREBY COVENANTED, DECLARED AND AGREED that the lien or interest created by this Mortgage to secure the payment of any of the Indebtedness, both present and future, shall be first, prior and superior to any lien, reservation of title or other interest heretofore, contemporaneously or subsequently suffered or granted by User, its legal representatives, successors or assigns, except only those (if any) expressly hereinafter referred to or described and that the Trust Estate is to be held, dealt with and disposed of by the Mortgage Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Mortgage as follows:

(Next page begins with Article I)

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ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 101. Definitions. The following terms shall have the meanings assigned to them below whenever they are used in this Mortgage, unless the context clearly otherwise requires. Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa.

"Act" is defined in the introduction of this Mortgage.

"Additional Bonds" means any bonds issued by the Corporation pursuant to Sections 208 and 209 of the Indenture, which bonds shall rank equally and on a parity with the Original Bonds and shall be equally and ratably secured under the Indenture.

"Agreement" is defined in the recitals of this Mortgage.

"Bonds" means and includes both the Original Bonds and any Additional Bonds.

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"Corporation" means the party defined as such on page 1 of this Mortgage; provided that the term "Corporation," as used herein, shall mean and include the holder or holders of the Note from time to time, and upon acquisition of the Note by any holder or holders other than the Fort Bend County Industrial Development Corporation, effective as of the time of such acquisition, the term "Corporation" shall mean all of the then holders of the Note, to the exclusion of all prior holders, not then retaining or reserving an interest in the Note, to the end that all rights, powers, remedies, liens, benefits and privileges accruing and to accrue hereunder to the "Corporation," as such term is used herein, shall inure to the benefit of and be held by the holder or holders of the Note from time to time, whether such holder acquires the Note through succession to or assignment from a prior holder.

"Facilities" means the facilities which are described in Exhibit A hereto.

"Indebtedness" means:

(a) All Loan Payments;

(b) Any extensions, renewals and rearrangements of the Note or of any indebtedness evidenced thereby;

(c) All indebtedness of the User arising out of, contained or referred to in, the Agreement; and

(d) Any and all sums, together with interest accruing thereon as herein provided, which may hereafter be advanced by or on behalf of the Corporation, the Trustee or the Mortgage Trustee under the terms of this Mortgage on account of the failure of the User to keep, observe or perform the User's covenants under this Mortgage, as hereinafter provided,

"Indenture" is defined in the recitals of this Mortgage.

"Loan Payments" means the installment payments required to be made by the User pursuant to Section 4.1 of the Agreement to provide amounts for the timely payment of the principal of and premium, if any, and interest on the Bonds.

"Mortgage Trustee" means the party defined as such on page 1 of this Mortgage.

"Note" means the promissory note, dated as of the date of the Agreement, in the principal sum of $2,130,000, bearing interest at the rate or rates therein stated, which is issued by the User to the Corporation evidencing the loan made on behalf of the Corporation to the User under the Agreement, substantially in the form of the note attached to the Agreement as Exhibit C, together with any supplements or amendments thereto.

"Original Bonds" means the Corporation's $2,130,000 Industrial Development Revenue Bonds, Series 1980 (Straus Systems, Inc., Project), dated as of December ___, 1980, which are issued, sold and delivered pursuant to Section 202 of the Indenture.

"Permitted Encumbrances" means and includes:

(a) Mechanics', materialmen's, workmen's, vendor's or other undetermined liens and charges incident to construction or maintenance provided that the same shall be discharged in the ordinary course of business or the amount or validity of the same shall be contested in good faith with any pending execution thereof appropriately stayed;

(b) The lien of taxes and assessments which are not delinquent;

(c) The lien of taxes and assessments which are delinquent but the validity of which is being contested in good faith and with

respect to which the User shall have set aside adequate reserves unless thereby any of the Project or the interest of the User therein may be in danger of being lost or forfeited;

(d) The lien of this Mortgage;

(e) With regard to the Site, those certain exceptions, restrictions, easements, licenses, rights-of-way and other encumbrances recited on Exhibit B hereto;

(f) Utility access and other easements and rights-of-way, restrictions and exceptions which will not interfere with or impair the operations being conducted at the Project; and

(g) Such minor defects, irregularities, encumbrances, exceptions, restrictions, easements, licenses, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project and as do not impair the use or the operation of the Facilities or otherwise diminish or impair the security intended to be afforded by this Mortgage.

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"Project" means the Facilities and the Site.

"Site" means the tract(s) of land which are described in Exhibit B hereto.

"State" is defined in the introduction of this Mortgage.

"Trustee" means FIRST CITY NATIONAL BANK OF HOUSTON, a trust company or bank having the powers of a trust company, serving as trustee pursuant to the Indenture, or any successor trustee.

"Trust Estate" is defined in the granting clauses of this Mortgage.

"User" means the party defined as such on page 1 of this Mortgage.

Section 102. Interpretations. The table of contents and article and section headings of this Mortgage are for reference purposes only and shall not affect its interpretation in any respect.

(End of Article I)

ARTICLE II

GENERAL COVENANTS AND PROVISIONS

Section 201. Payment of Loan Payments. The User covenants that it will duly and punctually pay the Loan Payments on the dates and in the manner provided in the Agreement and in the Note according to the true intent and meaning thereof.

Section 202. Performance of Covenants. The User covenants that it will faithfully perform at all times all covenants, undertakings, stipulations and provisions contained in the Agreement, in the Note and in all proceedings pertaining thereto.

Section 203. Instruments of Further Assurance; Recording. The User covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such amendments or supplements hereto and such further acts, instruments and transfers as the Corporation or the Mortgage Trustee may require for the better assigning, pledging and confirming unto the Mortgage Trustee of the Trust Estate assigned and the revenues pledged hereunder.

The User covenants that (a) upon the execution and delivery of this Mortgage and thereafter, from time to time, it shall cause this Mortgage and each amendment and supplement hereto (or a memorandum with respect hereto or to such amendment or supplement) to be filed, registered and recorded and to be refiled, reregistered and rerecorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien of this Mortgage upon the Trust Estate and (b) it shall perform or cause to be performed from time to time any other act as required by law, and it will execute or cause to be executed any and all instruments of further assurance that may be necessary for such publication and protection.

Section 204. Warranty of Title. The User warrants its good and indefeasible title to the real property and other property described and mortgaged pursuant hereto and all rights and interests relating thereto as being free and clear of every mortgage, lien, encumbrance or charge, other than Permitted Encumbrances. The User shall lawfully acquire and own the Project and, subject to the provisions of this Mortgage concerning release of property, will forever warrant and defend the title to the Project unto the Mortgage Trustee, for the benefit of the holders or owners of the Note against the claims of all persons whomsoever, except those claiming under Permitted Encumbrances.

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Section 205. General. For the purpose of better securing payment of the Indebtedness, the User expressly covenants and agrees with the Mortgage Trustee, for the use and benefit of the Corporation, that:

(a) No lien, security interest, right or remedy in favor of the Corporation granted in or secured by this Mortgage shall be considered as exclusive, but all liens, security interests, rights and remedies under this Mortgage shall be cumulative of each other, and of all other which the Corporation may now or hereafter have as security for or in respect of the Indebtedness or any part thereof.

(b) All rights of marshalling of assets or sale in inverse order of alienation in the event of foreclosure of any lien or security interest at any time securing the Indebtedness or any part thereof (including, but not limited to, the lien hereby created) are hereby waived.

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(c) The User will proceed with reasonable diligence to correct any defect in title to the Trust Estate should any such defect be found to exist after the execution and delivery of this instrument, and in this connection, should it be found after the execution and delivery of this instrument that there exists upon the Trust Estate any lien or encumbrance equal or superior in rank or priority to the lien created by this Mortgage, or should any such hereafter arise, then, unless the Corporation is the only holder of such other lien or encumbrance, or the Corporation shall have given specific prior written consent to the creation or continuation thereof, the User will promptly discharge and remove any such lien or encumbrance from the Trust Estate.

(d) So long as any of the Indebtedness remains unpaid, the User will keep the Trust Estate insured against loss by fire, storm, gas explosion (if gas is used on the Trust Estate) and all other hazards contemplated by the customary extended coverage endorsement for an amount at least equal to the full insurable value of all improvements from time to time constituting a portion of the Trust Estate. Such insurance shall be placed with companies acceptable to the Corporation, shall be payable to the Corporation, the policies shall expressly prohibit cancellation or modification of such insurance without ten (10) days' written notice to the Corporation and certificates evidencing the same shall be delivered by the User to and held by the Corporation. To the extent required by Section 6.1 of the Agreement, the proceeds of such policies shall be deposited in the "Debt Service Fund" or the "Construction Fund," as such terms are defined in the Agreement.

(e) Upon request of the Corporation, the User will promptly correct any defect, which may be discovered after the execution and delivery of this Mortgage, in the Note, in the Agreement or in any other writings secured hereby or executed in connection herewith, in the execution or acknowledgment hereof or thereof, or in the description of the Trust Estate, and will execute, acknowledge and deliver such further assurances and documents as in the opinion of the Corporation shall be necessary, proper or appropriate to (1) convey and assign to the Mortgage Trustee all the Trust Estate herein conveyed or assigned, or intended so to be, or (2) properly evidence or give notice of the Indebtedness or of each lien and security interest securing payment of the Indebtedness.

(f) The User will, at the User's own cost and expense, pay and discharge all taxes, assessments, maintenance charges and other impositions of every kind and character charged, levied, assessed or imposed against the Trust Estate, or any part thereof, as the same become payable, and before they become delinquent, and upon request of the Corporation, shall furnish due proof of such payment to the Corporation promptly after payment. The User shall have the right, however, to contest in good faith the validity or amount of any such tax, assessment, maintenance charge or other imposition by appropriate proceedings timely instituted, if the User diligently prosecutes such contest and shall promptly pay any valid, final judgment enforcing any such tax, assessment, maintenance charge or other imposition and cause the same to be satisfied of record.

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(g) The User will keep and maintain the Trust Estate, including all improvements and all other parts thereof, and all personal property now or hereafter situated in or on the Trust Estate and used or obtained for use in connection therewith in a good state of repair and condition, and will not tear down, damage or attempt to remove any substantial part of the improvements, or permit the same to be torn down or removed, without the prior written consent of the Corporation.

(h) The User will promptly pay all bills for labor and materials incurred in connection with the Trust Estate and shall never permit to be fixed against the Trust Estate, or any part thereof, any lien, even though inferior to the lien hereof, for any such bill which may be legally due and payable. Due proof of payment before delinquency of all such bills shall be furnished by the User to the Corporation upon request.

(i) The User will permit the Corporation and its agents, representatives and employees at all reasonable times and upon reasonable prior notice to go upon, examine, inspect and remain on

the Trust Estate, and will furnish to the Corporation on request all pertinent information in regard to the development and operation of the Trust Estate.

(j) The Corporation at all times shall have the right to release any part of the Trust Estate now or hereafter subject to the lien hereof or any other security the Corporation now has or may hereafter have securing payment of all or any part of the Indebtedness, without releasing any other part of the Trust Estate or other security, and without affecting the lien and security interest hereof as to the part or parts thereof not so released.

(k) The User will notify the Corporation in writing promptly of the commencement of any legal proceedings affecting the Trust Estate or any part thereof and will take such action as may be necessary to preserve the Corporation's rights affected thereby; and should the User fail or refuse to take any such action, the Corporation may, at the Corporation's election, take such action on behalf and in the name of the User and at the User's cost and expense.

(l) Promptly upon demand by the Corporation, the User will pay all costs and expenses heretofore or hereafter incurred by the Corporation for legal, architectural or engineering services rendered to or for the benefit of the Corporation in connection with the making of the initial or any subsequent loan to the User secured in whole or in part by the lien hereof, or in the enforcement of any of the Corporation's rights or remedies hereunder, or both.

(End of Article II)

ARTICLE III

DISCHARGE

Section 301. Discharge. When all of the Indebtedness shall have been deemed to have been paid pursuant to the provisions of the Agreement, and provision shall also be made for paying all other sums payable thereunder and hereunder, and if, at the time of such payment, the User shall have kept, performed and observed all and singular the covenants and promises in the Agreement and the Note and in this Mortgage required or contemplated to be kept, performed and observed by it or on its part on or prior to that time, then this Mortgage and the lien created hereby shall be null and void and the Trust Estate shall revert to the User and the User shall be released from the covenants, agreements and obligations of the User contained in this Mortgage, and the Mortgage Trustee, at the request and the expense of the User, shall execute such documents as may be reasonably requested by the User to evidence the discharge and satisfaction of this Mortgage and the release of the User from its obligations hereunder. Otherwise, this Mortgage shall remain and continue in full force and effect.

(End of Article III)

ARTICLE IV

FORECLOSURE PROCEEDINGS

Section 401. Right to Foreclose. If an "event of default" shall have occurred and be continuing, within the meaning of Section 10.1 of the Agreement, and all unpaid Loan Payments shall be declared to be immediately due and payable as provided in Section 10.2 of the Agreement, the Corporation shall have the right and option to direct the Mortgage Trustee, or his successor or substitute in trust as hereinafter provided, to enforce this trust by selling the Trust Estate, including said real estate, as hereinafter provided.

Section 402. Method of Sale. The sale shall be made in the county in which said real estate is situated. If said real estate is situated in more than one county, then notices as hereinafter provided shall be given in both or all of such counties, said real estate may be sold in either county, and such notices shall designate the county where said real estate will be sold. Notice of such sale shall be given by posting written notice thereof at least twenty-one (21) days preceding the date of the sale at the courthouse door in the county in which the sale is to be made, and if said real estate is in more than one county, one notice shall be posted at the courthouse door of each county in which said real estate is situated. In addition, one of the holders of the Note (or any part thereof) shall at least twenty-one (21) days preceding the date of such sale serve written notice of the proposed sale by certified mail on each debtor obligated to pay the Indebtedness (or any part thereof) according to the records of a holder thereof. Service of such notice upon each debtor shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such debtor at his, her or its most recent address as shown by the records of such holder of the Note (or any part thereof) in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. After such written notice shall have been posted, as aforesaid, and such notice shall have been served upon such debtor or debtors, as aforesaid, the Mortgage Trustee acting shall perform his duty to enforce this trust by selling the Trust Estate, either as an entirety or in parcels as the Mortgage Trustee acting may elect (all rights to a marshalling of assets or sale in inverse order of alienation being waived, as aforesaid) at public vendue, in front of the door of the courthouse of the county designated in such notice on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m., to the highest bidder or bidders for cash, and make due conveyance to the purchaser or purchasers, with general warranty, and the title to such purchaser or purchasers, when so made by the Mortgage Trustee acting,

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the User binds himself, his heirs, legal representatives, successors and assigns, to warrant and forever defend. The provisions hereof with respect to posting and giving notices of sale are intended to comply with the provisions of Article 3810 of the Texas Revised Civil Statutes as in force and effect on January 1, 1976, and in the event the requirement for any notice under such Article 3810 shall be eliminated or the prescribed manner of giving same modified by future amendment to, or adoption of any statute superseding such Article 3810, the requirement for such particular notice shall be deemed stricken from or modified in this Mortgage in conformity with such amendment or superseding statute, effective as of the effective date of same. The manner herein prescribed for serving or giving any notice, other than that to be posted or caused to be posted by the Mortgage Trustee, shall not be deemed exclusive but such notice or notices may be given in any other manner which may be permitted by applicable law.

Section 403. Application of Proceeds; Effect of Sale. The Mortgage Trustee acting shall pay, distribute and apply the proceeds of any such sale as provided in the Indenture. Said sale shall forever be a bar against the User, its legal representatives, successors and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in each conveyance to the purchaser shall be full evidence of the truth of the matters therein stated, and all lawful prerequisites to said sale shall be conclusively presumed to have been performed.

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Section 404. Abandonment of Sale. If foreclosure should be commenced by the Mortgage Trustee, the Corporation may at any time before the sale direct the Mortgage Trustee to abandon the sale, and may at any time or times thereafter direct the Mortgage Trustee to again commence foreclosure; or, irrespective of whether foreclosure is commenced by the Mortgage Trustee, the Corporation may at any time after default under this Article or any other Article of this Mortgage institute suit for collection of all or any part of the Indebtedness or foreclosure of the lien of this Mortgage or both. If the Corporation should institute suit for collection of the Indebtedness and foreclosure of the lien of this Mortgage, the Corporation or such other holder of the Note may at any time before the entry of final judgment dismiss the same, and require the Mortgage Trustee to sell the Trust Estate in accordance with the provisions of this Mortgage.

Section 405. Non-Extinguishment of Lien. No single sale or series of sales by the Mortgage Trustee or by any substitute or successor Mortgage Trustee under this instrument, and no judicial foreclosure shall extinguish the lien or exhaust the power of sale under this Mortgage except with respect to the items of property sold, but such lien and power shall exist for so long as, and may be exercised in any manner

by law or in this instrument provided as often as, the circumstances require to give the Corporation full relief hereunder.

Section 406. Right to Purchase. The Corporation shall have the right to become the purchaser at any sale made hereunder, being the highest bidder, and credit upon all or any part of the Indebtedness shall be deemed cash paid for the purposes of this Article.

Section 407. Successor Mortgage Trustee. In case of absence, death, inability, refusal or failure of the Mortgage Trustee herein named to act, or in case he should resign (and he is hereby authorized to resign without notice to the User), or if the Corporation shall desire, with or without cause, to replace the Mortgage Trustee herein named, successor and substitute mortgage trustees may be named, constituted and appointed by the Corporation or other holder of the Note, without other formality than an appointment and designation by a written instrument (which instrument, if the Corporation or other such holder is a corporation or association, shall be executed by the President or any Vice President and attested by the Secretary or any Assistant Secretary or by the Cashier or any Assistant Cashier, without the necessity of any action by the Board of Directors authorizing such appointment) appointing and designating such successor and substitute mortgage trustee whereupon this conveyance shall vest in such successor and substitute mortgage trustee, as Mortgage Trustee, the estate in and title to all of the Trust Estate, and such successor and substitute mortgage trustee so appointed and designated shall thereupon hold, possess and exercise all the title, rights, powers and duties herein conferred on the Mortgage Trustee named and any previous successor or substitute mortgage trustee, and his conveyance to a purchaser at any sale shall be equally valid and effective as if made by the Mortgage Trustee named herein, and such right to appoint a successor and substitute mortgage trustee shall exist and may be exercised as often as and whenever from any of said causes, or without cause, as aforesaid, any Mortgage Trustee, original or substitute, cannot or will not act or has been removed as herein provided.

(End of Article IV)

ARTICLE V

PERFORMANCE OF USER'S OBLIGATIONS

Section 501. Performance of User's Obligations. If the User should fail to comply with any of the agreements, covenants or obligations of the User under this or any other instrument securing, guaranteeing or otherwise relating to the Indebtedness or any part thereof, then the Corporation may perform the same for the account and at the expense of the User but shall not be obligated to do so; any and all expenses incurred or paid in so doing shall be payable by the User to the Corporation, with interest at the greater of (i) the rate of ten percent (10%) per annum or (ii) the highest nonusurious lawful rate, from the date when same was so incurred or paid; the amount thereof and accrued interest thereon shall be due and payable on demand and shall be secured by and under this instrument; and the amount and nature of such expense and the time when paid shall be fully established by the affidavit of the Corporation or any officer or agent thereof, or by the affidavit of any original, substitute or successor mortgage trustee acting hereunder.

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Section 502. No Waiver. The exercise of the privileges granted in this Article V shall in no event be considered or constitute a waiver of the right of the Corporation at any time after default hereunder to declare the Indebtedness to be at once due and payable, but is cumulative of such right and of all other rights given by this instrument, all loan agreements, security instruments, guarantees and other instruments now or hereafter executed by (or accepted by the User as binding upon) the User, and of all rights given the Corporation by law.

(End of Article V)

ARTICLE VI

ASSIGNMENT OF RENTS

Section 601. Assignment of Rents. The User hereby assigns and transfers to the Corporation all rents from the Trust Estate, including all rents now due and which may hereafter become due under all leases thereof, whether written or verbal, now existing or hereafter made, as additional security for the Indebtedness, and the Corporation is given a prior and continuing lien thereon and security interest therein.

Section 602. Modification or Cancellation of Leases. The User shall not modify or cancel or suffer or permit the modification or cancellation of any of said leases without the prior written consent of the Corporation.

Section 603. Collections. The transfer of the rents from the Trust Estate hereinabove made to the Corporation is specific in nature and irrevocable, and the User hereby appoints the Corporation as the User's attorney to collect said rents with or without suit, and apply same, less expenses of collection, to the Indebtedness in such manner as the Corporation may elect; provided, however, that so long as no default exists in the punctual payment of the Indebtedness or in the keeping and performance of the User's covenants and obligations under this Mortgage, but not otherwise, the User may collect and retain the currently accruing rents from the Trust Estate, but in no event may the User collect any such rents more than one (1) month in advance of the time that same will be earned. However, should default occur under Article IV or any other Article of this Mortgage, thereupon or at any time thereafter, while such or any subsequent default continues, the Corporation may, personally or through an agent selected by the Corporation, take, or have the Mortgage Trustee take possession and control of the Trust Estate, or any part thereof, and receive and collect all rents theretofore accrued and all thereafter accruing therefrom so long as any of the Indebtedness remains unpaid or until the foreclosure of the lien hereof, applying so much thereof as may be collected prior to the sale of the Trust Estate by the Mortgage Trustee or judicial foreclosure of the lien hereof, first to the expenses incident to such possession, control and collection, and second, to the payment of the Indebtedness in such order as the Corporation may elect, irrespective of whether then matured, paying the balance, if any, to the User, its legal representatives, successors or assigns. The Corporation, the Corporation's agent or the Mortgage Trustee acting may use against the User or any other person such lawful or peaceable means as the person acting may see fit to enforce the collection of any such rents and to secure possession of the Trust Estate, or any part thereof and may settle or compromise on any terms as the Corporation, the Corporation's agent or the Mortgage Trustee acting sees fit the liability of any person or persons for any such rents; and particularly, the Corporation, the Corporation's agent or the Mortgage Trustee acting may institute and prosecute to final conclusion actions of forcible entry and detainer, or actions of trespass to try title, or actions for damages, or any other appropriate actions, in the name of the Corporation or in the name of the User or the Mortgage Trustee, and may settle, compromise or abandon any such actions as the Corporation, the Corporation's agent or the Mortgage Trustee may see fit; and the User binds itself and all persons and concerns claiming by, through or under the User to take whatever lawful or peaceful steps the Corporation, the Corporation's agent or the Mortgage Trustee may ask the User or any such person or concern so claiming to take for such purposes, including the institution and prosecution of actions of the character above stated; provided, however, that neither the Corporation nor the Mortgage Trustee shall be required to collect any such rents or income or be liable or chargeable for failure so to do.

Section 604. No Assumption. The Corporation does not assume and shall not be liable in respect of any obligation of the landlord or lessor under any of said leases.

(End of Article VI)

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ARTICLE VII

SECURITY AGREEMENT

Section 701. Security Interest. Without limiting any of the provisions of this Mortgage, the User, as Debtor, and referred to in this Article as "Debtor" (whether one or more), expressly grants unto the Corporation, as Secured Party, and referred to in this Article as "Secured Party" (whether one or more), a security interest in all of the Trust Estate (including both that now and that hereafter existing) to the full extent that the Trust Estate may be subject to the Uniform Commercial Code of the State or other states where the Trust Estate is situated. For the purposes of this Article, the term "Collateral" shall mean and include the properties described in Granting Clause II (on page 2) of this Mortgage.

Section 702. Covenants. Debtor covenants and agrees with Secured Party that:

(a) In addition to and cumulative of any other remedies granted in this instrument to Secured Party or the Mortgage Trustee, Secured Party or the Mortgage Trustee may, upon or at any time after default under this Mortgage proceed under said Uniform Commercial Code as to all or any part of the Collateral and shall have and may exercise with respect to the Collateral all the rights, remedies and powers of a secured party under said Uniform Commercial Code, including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under said Uniform Commercial Code after default by a debtor, and to apply the proceeds thereof toward payment of any costs, expenses, attorneys' fees and legal expenses thereby incurred by Secured Party, and toward payment of the Indebtedness in such order or manner as Secured Party may elect. Among the rights of Secured Party upon and after the occurrence of an event of default, and without limitation, Secured Party shall have the right to take possession of the Collateral and to enter upon any premises where the same may be situated for such purpose without being deemed guilty of trespass and without liability for damages thereby occasioned, and to take any action deemed necessary, appropriate or desirable by Secured Party, at its option and in its discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized. To the extent permitted by law, Debtor expressly waives any notice of sale or other disposition of the Collateral and any other rights or remedies of a debtor or formalities prescribed by law relative to sale or disposition of

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the Collateral or exercise of any other right or remedy of Secured Party existing after default hereunder; and to the extent any such notice is required and cannot be waived, Debtor agrees that if such notice is mailed, postage prepaid, to Debtor at the address designated at the beginning of this Mortgage (or if no address is so designated, at Debtor's most recent address as shown by the records of Secured Party) at least ten (10) days before the time of any public sale or disposition, or the date after which the Collateral will be sold or disposed of by private sale, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of any such notice.

(b) Secured Party is expressly granted the right, at its option, to transfer at any time to itself or its nominee the Collateral, or any part thereof, and to receive the moneys, income, proceeds or benefits attributable or accruing thereto and to hold the same as security for the Indebtedness or to apply it on the principal and interest or other amounts owing on any of the Indebtedness, whether or not then due, in such order or manner as Secured Party may elect. All rights to marshalling of assets or sale in inverse order of alienation, including any such rights with respect to the Collateral, are hereby waived.

(c) All recitals in any instrument of assignment or any other instrument executed by Secured Party incident to sale, transfer, assignment, lease or other disposition or utilization of the Collateral or any part thereof hereunder shall be full proof of the matters stated therein, and no other proof shall be required to establish full legal propriety of the sale or other action or of any fact, condition or thing incident thereto, and all prerequisites of such sale or other action and of the fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.

(d) Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. All expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Collateral and the like which are incurred or paid by Secured Party as authorized or permitted hereunder, including also all attorneys' fees, legal expenses and costs, shall be added to the Indebtedness secured by this Mortgage and Debtor shall be liable therefor.

(e) Should Secured Party elect to exercise its rights under said Uniform Commercial Code as to part of the personal property or

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fixtures described herein, this election shall not preclude Secured Party or the Mortgage Trustee from exercising any or all of the rights and remedies granted by the other Articles of this Mortgage as to the remaining personal property or fixtures.

(f) Secured Party may, at its election, at any time after delivery of this Mortgage, sign one or more copies hereof in order that such copies may be used as a financing statement under said Uniform Commercial Code. Said signature by Secured Party may be placed between the last sentence of this Mortgage and Debtor's acknowledgment or may follow Debtor's acknowledgment. Secured Party's signature need not be acknowledged and is not necessary to the effectiveness hereof as a deed of trust, mortgage, assignment, pledge, security agreement or (unless otherwise required by applicable law) as a financing statement; provided that the foregoing shall not relieve the Debtor from the obligations imposed upon it pursuant to Section 11.7 of the Agreement.

(g) Secured Party is authorized to file in any jurisdiction where Secured Party deems it necessary, a financing statement or statements and one or more continuation statements, and at the request of Secured Party, Debtor will join Secured Party in executing one or more financing statements, continuation statements or both pursuant to said Uniform Commercial Code in form satisfactory to Secured Party, and will pay the cost of filing or recording this Mortgage as a financing statement, in all public offices at any time and from time to time whenever filing or recording of any financing statement, continuation statement or this Mortgage is deemed by Secured Party to be necessary or desirable; provided that the foregoing shall not relieve the Debtor from the obligations imposed upon it pursuant to Section 11.7 of the Agreement.

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(h) Certain of the Collateral is or will become "fixtures" (as that term is defined in said Uniform Commercial Code) on the Site described or referred to in this Mortgage, and this Mortgage upon being filed for record in the real estate records of the county wherein such fixtures are situated shall operate also as a financing statement filed as a fixture filing in accordance with Section 9.402(f) of said Uniform Commercial Code upon such of the Collateral which is or may become fixtures.

Section 703. Warranty of Title. Debtor further warrants and represents to Secured Party that, except for the security interest granted hereby in the Collateral, Debtor is the legal and equitable owner and holder of the Collateral free of any adverse claim and free of any security interest or encumbrance except only those (if any) expressly hereinafter referred to or described, and Debtor agrees to

defend the Collateral against all claims and demands of any person at any time claiming the same or any interest therein. Debtor further warrants and represents that Debtor has not heretofore signed any financing statement directly or indirectly affecting the Collateral or any part thereof, and no such financing statement signed by Debtor is now on file in any public office except only those statements (if any) true and correct copies of which have been delivered to Secured Party.

(End of Article VII)

ARTICLE VIII

GENERAL

Section 801. Extension, Rearrangement or Renewal of Indebtedness. It is expressly agreed that any of the Indebtedness at any time secured hereby may be from time to time extended for any period, rearranged or renewed, and that any part of the security herein described, or any other security for the Indebtedness, may be waived or released without in anywise altering, varying or diminishing the force, effect or lien of this Mortgage; and the lien and security interest granted by this Mortgage shall continue as a prior lien and security interest on all of the Trust Estate not expressly so released, until all sums with interest and charges hereby secured are fully paid; and no other security now existing or hereafter taken to secure the payment of the Indebtedness or any part thereof or the performance of any obligation or liability whatever shall in any manner impair or affect the security given by this Mortgage; and all security for the payment of the Indebtedness or any part thereof and the performance of any obligation or liability shall be taken, considered and held as cumulative.

Section 802. Tenants at Will. The User agrees for itself and any and all persons or concerns claiming by, through or under the User, that if the User shall hold possession of the Trust Estate or any part thereof subsequent to foreclosure hereunder, the User, or the parties so holding possession, shall become and be considered as tenants at will of the purchaser or purchasers at such foreclosure sale; and any such tenant failing or refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be liable to such purchaser or purchasers for reasonable rental on said premises, and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, all damages which may be sustained by any such tenant as a result thereof being hereby expressly waived.

Section 803. Waiver of Stay or Extension. The User will not at any time insist upon or plead or in any manner whatever, claim or take the benefit or advantage of any stay or extension law now or at any time hereafter in force in any locality where the Trust Estate or any part thereof may or shall be situated, nor will the User claim, take or insist on any benefit or advantage from any law now or hereafter in force providing for the valuation or appraisement of the Trust Estate or any part thereof prior to any sale or sales thereof to be made pursuant to any provision of this Mortgage, or to decree of any court of competent jurisdiction, nor after any such sale or sales will the User claim or exercise any right conferred by any law now or at any time hereafter in force to redeem the property so sold or any part thereof, and the User hereby expressly waives all benefit and advantage of any

such law or laws and waives the appraisement of the Trust Estate or any part thereof and covenants that the User will not hinder, delay or impede the execution of any power herein granted and delegated to the Mortgage Trustee, but that the User will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

Section 804. Condemnation. If prior to the full payment of the Indebtedness, all or a portion of the Trust Estate be taken for public or quasi-public purposes, either through eminent domain or condemnation proceedings or otherwise, it is expressly agreed that any and all sums of money awarded or allowed as damages or otherwise to the owner of the Trust Estate or any portion thereof on account of such taking shall be disposed of as provided in the Agreement.

Section 805. Notice. Except where certified or registered mail notice is required by applicable law, service of any notice to the User required or permitted hereunder shall be completed upon deposit of the notice, enclosed in a first-class postage prepaid wrapper, properly addressed to the User at User's address designated at the beginning of this Mortgage (or if no address is so designated, or the User's address has changed, to the User's most recent address as shown by the records of the Corporation) in a post office or official depository under the care and custody of the United States Postal Service, and the affidavit of any person having knowledge of the facts concerning such mailing shall be conclusive evidence of the fact of such service. Provided, that such method of giving notice shall not be exclusive, but instead any notice may be given to the User in any manner permitted or recognized by law.

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Section 806. Severability. In the event any item, term or provision contained in this Mortgage is in conflict, or may hereafter be held to be in conflict, with the laws of the State or of the United States, this Mortgage shall be affected only as to such particular item, term or provision, and shall in all other respects remain in full force and effect.

Section 807. Application of Payments. In the event that any part of the Indebtedness cannot lawfully be secured hereby, or in the event that the lien and security interest hereof cannot be lawfully enforced to pay any part of the Indebtedness, or in the event that the lien or security interest created by this Mortgage shall be invalid or unenforceable as to any part of the Indebtedness, then, and in any such event, all payments on the Indebtedness shall be deemed to have been first applied to the complete payment and liquidation of that part of the Indebtedness which is not secured by this Mortgage and the unsecured portion of the Indebtedness shall be completely paid and liquidated

prior to the payment and liquidation of the remaining and secured portion of the Indebtedness.

Section 808. Encumbrances. This Mortgage is executed subject to all valid easements, restrictions, covenants, mineral and royalty reservations and maintenance charges, if any, applicable to and enforceable against the Trust Estate which have been duly recorded in the real estate records of the county where any portion of the Trust Estate is located prior to the date of the recording of this Mortgage.

Section 809. Governing Law. This Mortgage shall be governed, in all respects including validity, interpretation and effect by, and shall be enforceable in accordance with, the laws of the State and of the United States of America.

Section 810. Construction Mortgage. This is a "construction mortgage" within the meaning of Sections 9.105(a) and 9.313(a)(3) of the Uniform Commercial Code of the State. This instrument secures an obligation for the construction of an improvement on land (including the acquisition of the Site).

IN WITNESS WHEREOF, Straus Systems, Inc. has caused this Mortgage to be signed and sealed on its behalf by its duly authorized representative as of the date first written above.

STRAUS SYSTEMS, INC.

By_____
President

ATTEST:

By_____
Secretary

(SEAL)

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of Straus Systems, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said corporation, that he was duly authorized to perform the same by appropriate resolution of the Board of Directors of such corporation, and that he executed the same as the act of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 1980.

_____
Notary Public
_____ County, _____

My Commission Expires:

_____

(NOTARIAL SEAL)

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EXHIBIT E

12

COLLATERAL ASSIGNMENT
AND
SECURITY AGREEMENT

(Notes and Liens)

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

I. Grant of Security Interest; Collateral

1.1. The undersigned, FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION, a Texas nonprofit industrial development corporation created and existing under the Development Corporation Act of 1979, Article 5190.6, Vernon's Annotated Texas Civil Statutes (the "Debtor"), for value received, by these presents hereby Conveys, Assigns, Transfers and Delivers and Grants a Security Interest to FIRST CITY NATIONAL BANK OF HOUSTON, a national banking association with its principal corporate trust office located in Houston, Harris County, Texas, as trustee (together with any successor trustee at the time serving as such under the Trust Indenture, dated as of the date hereof between the Debtor and said bank, as trustee [the "Indenture"], the "Secured Party"), in the following (the "Collateral"), viz:

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(a) The Note, as defined in the Indenture; and

(b) all rights, titles, interests, estates, liens, privileges, claims and demands and equities existing and to exist in connection with or as security for payment of the Note and the indebtedness evidenced thereby, including, among others, all rights, titles, interests, estates, liens, privileges, claims and demands and equities arising under that certain Deed of Trust, Security Agreement, Assignment of Rents and Financing Statement from Straus Systems, Inc. to Alexander C. Baker, as mortgage trustee, for the use and benefit of the Debtor (the "Mortgage"), which was duly recorded with the County Clerk of Fort Bend County, Texas, on December ___, 1980, under Clerk's File No. _____;

to have and to hold the Collateral, together with all rights, titles, interests, estates, liens, privileges, claims and demands and equities existing and to exist in connection therewith as security for the Original Bonds (as defined in the Indenture) unto Secured Party, its successors and assigns forever. The Secured Party may exercise and enforce

all of the rights, powers and remedies of the holder and owner of the Collateral, including (but not by way of limitation) the right to demand payment of the Note in the event of any default thereunder; provided, that Secured Party is and shall be fully subrogated to all rights and liens and other security existing unto and in favor of Debtor under the provisions of the Mortgage securing the Note and in the event of default in the payment of the Note or performance of the Mortgage, Secured Party shall be entitled to foreclose said rights and liens and other security and have the properties covered by the Mortgage sold, in whole or in part, in the manner and under the terms and conditions provided in the Mortgage.

II. Indebtedness Secured

2.1. This assignment and security interest is granted to Secured Party to secure the payment of the principal of and premium, if any, and interest on the Original Bonds according to their terms and effect and the performance and observance by the Debtor of all the covenants expressed or implied herein and in the Indenture and the Original Bonds (the "Indebtedness").

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III. Rights and Remedies

3.1 If an "event of default" shall have occurred and be continuing, within the meaning of Section 901 of the Indenture, and all of the Bonds (as defined in the Indenture) then outstanding shall be declared to be immediately due and payable as provided in Section 902 of the Indenture, Secured Party may then, or at any time thereafter, apply, set-off, collect, sell in one or more sales, lease, or otherwise dispose of, any or all of the Collateral, in its then condition or following any commercially reasonable preparation or processing, in such order as Secured Party may elect, and any such sale or other disposition, and notice thereof, shall be made in the manner and under the terms and conditions provided in the Mortgage. Alternatively, in lieu of any such sale or disposition, Secured Party may retain the Collateral in satisfaction of the indebtedness and obligation secured hereby. Debtor hereby renounces his rights to require Secured Party to sell or otherwise dispose of the Collateral and hereby agrees to execute and deliver after default hereunder a statement renouncing such rights.

3.2 All cash sums paid to and received by Secured Party on account of the Collateral shall be applied in the manner set forth in Section 907 of the Indenture.

3.3 Secured Party shall use reasonable care in the custody and preservation of any Collateral in its possession but need not take any steps to keep the Collateral identifiable.

3.4. The execution and delivery of this Security Agreement in no manner shall impair or affect any other security (by endorsement or otherwise) for the payment of the Indebtedness. No security taken hereafter as security for payment of the Indebtedness shall impair in any manner or affect this Security Agreement. All such present and future additional security is to be considered as cumulative security.

3.5. The rights, powers and remedies of Secured Party hereunder shall be in addition to all rights, powers and remedies given by statute or rule of law and are cumulative. The exercise of any one or more of the rights, powers and remedies provided herein shall not be construed as a waiver of any other rights, powers and remedies of Secured Party. Furthermore, regardless of whether or not the Uniform Commercial Code is in effect in the jurisdiction where such rights, powers and remedies are asserted, Secured Party shall have the rights, powers and remedies of a secured party under the Texas Business and Commerce Code, as amended.

IV. General

4.1. Any notice or demand to Debtor under this Security Agreement or in connection with this Security Agreement shall be given in the manner provided in the Indenture.

4.2. This Security Agreement has been made in and the conveyance, assignment, transfer and delivery has been made in and the security interest granted hereby is granted in and each shall be governed by the laws of the State of Texas in all respects, including matters of construction, validity, enforcement and performance. Except as the context may otherwise require, any term used herein that is defined in the Texas Business and Commerce Code shall have the meaning given therein.

4.3. This Security Agreement is entered into pursuant to the Indenture and in the event of any conflict between the terms of this Security Agreement and the terms of the Indenture, the terms of the Indenture shall control.

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IN WITNESS WHEREOF Debtor has executed this Security Agreement as of the 1st day of December, 1980.

FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION

By_____
President

ATTEST:

_____
Secretary

SEAL

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared _____, President of the FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION, 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 the said Fort Bend County Industrial Development Corporation, a Texas nonprofit industrial development corporation, that he was duly authorized to perform the same by appropriate resolution of the Board of Directors of such nonprofit industrial development corporation, and 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 ____ day of December, 1980.

_____
Notary Public
_____ County, Texas

My commission expires:
_____

SEAL

22.

EXHIBIT F

[Letterhead of Guarantor]

December ___, 1980

Fort Bend County Industrial Development Corporation
Fort Bend County Courthouse
Richmond, Texas 77459

First City National Bank of Houston
1001 Main Street
Houston, Texas 77002

Gluckman, Johnson & Petrov, Inc.
777 South Post Oak Road, Suite 800
Houston, Texas 77057

Dear Sirs:

This Letter of Representation is delivered by Straus Systems, Inc. (the "User"), a Texas corporation, and by Jetero Corporation (the "Guarantor"), Texas corporation, to induce (i) the Fort Bend County Industrial Development Corporation (the "Corporation"), to issue, sell and deliver its $2,130,000 Industrial Development Revenue Bonds, Series 1980 (Straus Systems, Inc., Project) (the "Bonds"), pursuant to a trust indenture, dated as of December 1, 1980 (the "Indenture"), between the Corporation and First City National Bank of Houston, as trustee (the "Trustee"), and (ii) First City National Bank of Houston, as original purchaser (the "Purchaser"), to purchase the Bonds. Terms defined in the Indenture or incorporated by reference from the Agreement (as defined in the Indenture) are used in this Letter of Representation with the same meanings as those assigned to them in the Indenture.

1. In consideration of the issuance, sale and delivery of the Bonds by the Corporation and the purchase of the Bonds by the Purchaser, the User and the Guarantor represent, warrant, covenant and agree with and to each of you as follows:

(a) Each of the User and the Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation; each of the User and the Guarantor is duly qualified, authorized and licensed to transact business in each jurisdiction wherein the char-

acter of the property or assets owned or held under lease by it or the nature of the business conducted by it requires its qualification, authorization or licensing; the User has full power and authority to enter into the Agreement, the Note, the Mortgage and this Letter of Representation, and to own its properties and to conduct its business as now being conducted, and the Guarantor has full power and authority to enter into the Guarantee Agreement and this Letter of Representation, and to own its properties and to conduct its business as now being conducted; and each of the User and the Guarantor has been duly authorized to act in all matters relating to the Bonds and hereby approves, ratifies and confirms all such actions heretofore and concurrently herewith taken by it or on its behalf.

(b) All of the information furnished by or on behalf of the User and the Guarantor to the Corporation, the Purchaser and the Texas Industrial Commission in connection with the issuance, sale and delivery of the Bonds, including, without limitation, the Guarantor's annual report on Form 10-K for each of the fiscal years ended December 31, 1977, 1978, and 1979, and the Guarantor's quarterly report on Form 10-Q for the three-month period ended September 30, 1980 (such information is collectively referred to herein as the "Guarantor Documents"), is true and correct in all material respects and does not omit or fail to state any material facts necessary or required to be stated therein to make the information provided not misleading.

(c) The financial statements of the Guarantor and its consolidated subsidiaries contained in the Guarantor Documents present fairly the financial position of the Guarantor and its consolidated subsidiaries as of the dates indicated and the results of its operations for the periods specified, and there has been no material adverse change in the condition, financial or otherwise, of the Guarantor and its consolidated subsidiaries, taken as a whole, from that so set forth.

(d) No event of default or event which, with notice or lapse of time or both, would constitute an event of default or a default under any agreement or instrument to which either the User or the Guarantor is a party or by which either the User or the Guarantor is or may be bound or to which any of the property or assets of the User or the Guarantor is or may be subject, has occurred and is continuing; neither the execution or delivery by the User of this Letter of Representation, the Mortgage, the Agreement or the Note and by the Guarantor

of this Letter of Representation or the Guarantee Agreement, nor the consummation of any of the transactions herein and therein contemplated nor the fulfillment of, or compliance with, the terms and provisions hereof or thereof, will contravene the User's or the Guarantor's Certificate of Incorporation or Bylaws or will conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any corporate or limited partnership restriction or any bond, debenture, note, mortgage, indenture, agreement or other instrument to which the User, the Guarantor or any of the Guarantor's subsidiaries is a party or by which the User, the Guarantor or any of the Guarantor's subsidiaries is or may be bound or to which any of the property or assets of the User, the Guarantor or any of the Guarantor's subsidiaries is or may be subject, or any law or any order, rule or regulation applicable to the User, the Guarantor or any of the Guarantor's subsidiaries of any court, or regulatory body, administrative agency or other governmental body having jurisdiction over the User, the Guarantor or any of the Guarantor's subsidiaries or their respective properties or operations, or any law or any order, rule or regulation applicable to the User, the Guarantor or any of the Guarantor's subsidiaries of any other court, regulatory body, administrative agency or other governmental body having jurisdiction over the User, the Guarantor or any of the Guarantor's subsidiaries or their respective properties or operations, or will result in the creation or imposition of a prohibited lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or asset of the User, the Guarantor or any of the Guarantor's subsidiaries under the terms of any such restriction, bond, debenture, note, mortgage, indenture, agreement, instrument, law, order, rule or regulation.

(e) There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or threatened, wherein an adverse decision, ruling or finding (i) would result in any material adverse change in the condition (financial or otherwise), results of operations, business or prospects of the User, the Guarantor or the Guarantor's affiliates, taken as a whole, or which would materially and adversely affect the properties of the User, the Guarantor or any of the Guarantor's affiliates, taken as a whole, and which has not been disclosed to the Purchaser and the Corporation, or (ii) would materially and adversely affect the transactions contemplated by, or the validity or enforceability of, this Letter of Representation, the Agreement, the Note, the Mortgage, the Guarantee Agreement and the Indenture.

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(f) This Letter of Representation, the Note and the Agreement have been duly authorized, executed and delivered by the User and constitute the legal, valid and binding obligations of the User, enforceable in accordance with their respective terms, and this Letter of Representation and the Guarantee Agreement have been duly authorized, executed and delivered by the Guarantor and constitute the legal, valid and binding obligations of the Guarantor, enforceable in accordance with their respective terms.

(g) All of the information supplied by the User and the Guarantor which has been relied upon by Messrs. Vinson & Elkins in rendering their opinion with respect to the exemption from federal income taxation of the interest on the Bonds is true and correct in all material respects and does not omit or fail to state any material fact necessary or required to be stated therein to make the information provided not misleading.

(h) No consents, approvals, authorizations or any other actions by any governmental or regulatory authority that have not been obtained or taken are or will be required for the issuance and sale of the Bonds or the consummation of the other transactions contemplated by this Letter of Representation, the Guarantee Agreement, the Mortgage, the Agreement or the Note (except for such licenses, certificates, approvals or permits necessary for the construction or operation of the Project for which the User has applied and which the User expects to receive).

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(i) Each representation made by the User and the Guarantor herein and in the Agreement and in the Guarantee Agreement is true, accurate and complete as of the date hereof.

2. Any certificate signed by an officer of the User or the Guarantor and delivered to the Corporation or the Purchaser shall be deemed a representation and warranty by the User or the Guarantor, as appropriate, to the Corporation and the Purchaser as to the statements made therein.

3. The User and the Guarantor hereby approve the purchase price for the Bonds to be paid by the Purchaser to the Corporation, the interest rate and other terms of the Bonds and all of the terms and conditions of the issuance, sale and delivery of the Bonds.

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4. Each of the User and the Guarantor represents that it has not taken any action, and knows of no action that any other person has taken, which would cause interest on the Bonds to be includable in the gross income of the recipients thereof for federal income tax purposes and covenants that it will not take any action or omit to take any action, which action or omission would result in the loss of the exemption from federal income taxation of the interest on the Bonds and further covenants that thereafter, it will not take any action or omit to take any action required under the Agreement or the Code and the regulations promulgated thereunder, which action or omission would result in the loss of the exemption from federal income taxation of the interest on the Bonds; provided that no such representation or warranty is made with respect to any Bond for any period during which it is held by a "substantial user" or a "related person" as those terms are used in Section 103 of the Code. Each of the User and the Guarantor further represents that it will not take or omit to take any action which will in any way cause the proceeds from the sale of the Bonds to be applied, or result in such proceeds being applied, in any manner other than as provided in the Indenture and the Agreement.

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5. The Guarantor will indemnify and hold harmless you and each person, if any, who controls you within the meaning of Section 15 of the Securities Act of 1933, as amended (the "1933 Act"), against any and all losses, claims, damages or liabilities, joint and several, or actions in respect thereof, to which you or any such controlling person may become subject under the 1933 Act or any other statute or common law or otherwise, insofar as such losses, claims, damages or liabilities, or actions in respect thereof, arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in this Letter of Representation or in the Guarantor Documents or any omission or alleged omission to state herein or therein a material fact necessary in order to make the statements herein and therein not misleading; and will reimburse you and any such controlling person for all legal or other expenses reasonably incurred by you and any such controlling person in connection with investigating or defending any such action or claim.

If any such action or claim shall be brought or asserted against you or any person so controlling you and in respect of which indemnity may be sought against the Guarantor, you shall promptly notify the Guarantor in writing and the Guarantor shall assume the investigation and defense thereof, including the employment of counsel and the payment of all expenses. You or any such controlling person shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at your expense or the expense of such controlling person unless (a) the employment thereof has been specifically authorized by the Guarantor in writing, (b) the Guarantor has failed to assume the defense and to

employ counsel or (c) the named parties to any such action (including any impleaded parties) include both you or such controlling person and the Guarantor, and you or such controlling person shall have been advised by such counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the Guarantor (in which case, if you or such controlling person notifies the Guarantor in writing that it elects to employ separate counsel at the Guarantor's expense, the Guarantor shall not have the right to assume the defense of such action on behalf of you or such controlling person, it being understood, however, that the Guarantor shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for you and all such controlling persons, which firm shall be designated in writing by you). You and each controlling person, as a condition of such indemnity, shall use its best efforts to cooperate with the Guarantor in the defense of any such action or claim. The Guarantor shall not be liable for any settlement of any such action effected without its written consent, but if settled with the written consent of the Guarantor, or if there be a final judgment for the plaintiff in any such action, the Guarantor agrees to indemnify and hold harmless you and any such controlling person from and against any loss or liability by reason of such settlement or judgment.

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6. The representations, warranties and covenants contained in this Letter of Representation shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of the Corporation or the Purchaser, and (ii) delivery of, and payment for, the Bonds.

7. All notices to the Corporation, the User or the Guarantor hereunder shall be sufficient if addressed as provided in Section 11.5 of the Agreement.

8. The validity, interpretation and performance of this Letter of Representation shall be governed by and construed in accordance with the laws of the State.

9. This Letter of Representation is made solely for the benefit of the Corporation and the Purchaser and their respective successors and assigns, and no other person, partnership, association or corporation shall acquire or have any right under or by virtue hereof.

This Letter of Representation may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same agreement.

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If the foregoing is in accordance with your understanding of the agreement between each of you and the User and Guarantor, please sign and return to the User and Guarantor the enclosed copies of this Letter of Representation, whereupon it will constitute a binding agreement between each of you and the User and Guarantor in accordance with its terms.

Very truly yours,

STRAUS SYSTEMS, INC.

By _____
President

JETERO CORPORATION

By _____
Vice President

13

Accepted and confirmed as of
the date first written above:

FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION

By_____
President

FIRST CITY NATIONAL BANK OF HOUSTON

By_____
Vice President

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EXHIBIT G

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[Letterhead of Purchaser]

December ___, 1980

Fort Bend County Industrial Development Corporation
Fort Bend County Courthouse
Richmond, Texas 77459

Texas Industrial Commission
410 East Fifth Street
Austin, Texas 78711

Dear Sirs:

This letter is being executed and delivered to you in order to induce (a) the Fort Bend County Industrial Development Corporation (the "Corporation") (i) to enter into the Loan Agreement (the "Agreement"), dated as of December 1, 1980, between the Corporation and Straus Systems, Inc., a Texas corporation (the "User"), and the Trust Indenture (the "Indenture"), dated as of December 1, 1980, between the Corporation and First City National Bank of Houston, as trustee (the "Trustee"), and (ii) to issue, sell and deliver its Industrial Development Revenue Bonds, Series 1980 (Straus Systems, Inc., Project), in the aggregate principal amount of $2,130,000 (the "Bonds"), to First City National Bank of Houston, as original purchaser, and (b) the Texas Industrial Commission (the "Commission") to approve the Agreement.

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The undersigned hereby represents, warrants and agrees to and with the Corporation and the Commission that:

1. It (a) is a financial institution engaged in the business of investing in securities like the Bonds, (b) is familiar with and has experience in the purchase of tax-exempt revenue bonds similar to the Bonds, and (c) is capable of evaluating the merits and economic risks which may be associated with the purchase of the Bonds.

2. It has participated in the preparation of and has received a copy of the Agreement, the Indenture and certain of the other documents or instruments being delivered in connection with the issuance of the Bonds.

3. It has been furnished with the annual report on Form 10-K of Jetero Corporation (the "Guarantor") for each of the fiscal years ended December 31, 1977, 1978, and 1979, and the Guarantor's quarterly report on Form 10-Q for the three-month period ended September 10, 1980, has had an opportunity to consult with and question representatives of the User and the Guarantor and to review the books, records and properties of the User and the Guarantor and has been furnished with all other detailed information concerning the User or the Guarantor, their operations and financial affairs, that it desires to enable it to make an informed decision conerning investment in the Bonds.

4. It has not offered any of the Bonds for sale to, or solicited offers to buy any thereof from, or otherwise approached or negotiated with respect thereto with, any prospective purchasers; further, it has not employed any person to act as agent, broker, dealer, or otherwise to offer the Bonds for it or to solicit offers to buy the Bonds from it. It represents to you that it is purchasing the Bonds for its own account for investment and not with a view to, and with no present intention of, distributing or reselling the Bonds or any part thereof, but without prejudice, however, to its right at all times to sell or otherwise dispose of all or any part of such Bonds as permitted by law and subject to all applicable state and federal securities laws, rules and regulations.

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Very truly yours,

FIRST CITY NATIONAL BANK OF HOUSTON

By _____
Vice President

23 RE: ACCEPT ROADS IN HUISACHE ACRES SUBDIVISION IN PRECINCT 1 INTO THE COUNTY ROAD SYSTEM:

On Motion of Commissioner Johnnie Pustka, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized to accept Mockingbird Lane, Meadowlark Drive and Killdeer Lane in the Huisache Acres Section III in Precinct 1, into the County Road System. Field notes and map as follows:

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 60 FOOT WIDE ROAD BEING A PART OF A 21.1516 ACRE TRACT OF LAND OUT OF A 77.6225 ACRE TRACT OF LAND BEING A PART OF LOT 1 AND LOT 3 OF THE JAMES M. GWINN SUBDIVISION IN THE GEORGE H. SCHLEY SURVEY, ABSTRACT 391, FORT BEND COUNTY, TEXAS, BEING A PART OF THE H. E. HOWE CALLED 90.0 ACRE TRACT AS DESCRIBED IN VOLUME 250, PAGE 174, FORT BEND COUNTY DEED RECORDS.

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COMMENCING at a point in the centerline of Hand Road, said point being the East corner of the said 77.6225 Acre Tract;

THENCE South 44 degrees 51 minutes 15 seconds West along the Southeast line of said 77.6225 Acre Tract, 30 feet to a 1 1/4 inch Iron Pipe found on the Southwest Right-of-Way line of Hand Road, said point being the East corner of a certain 21.4970 Acre Tract (Huisache Acres Section I) being a part of said 77.6225 Acre Tract;

THENCE North 45 degrees West along the Southwest Right-of-Way line of Hand Road, at 651.78 feet pass an Iron Pipe set at the North corner of said 21.4970 Acre Tract, same being the East corner of a certain 21.4338 Acre Tract (Huisache Acres Section II) being a part of said 77.6225 Acre Tract, at 1303.46 feet pass the North corner of said 21.4338 Acre Tract, same being the East corner of the 21.1516 Acre Tract, and continuing for a total distance of 1599.30 feet to a point for the Place of Beginning of the herein described 60 foot wide road;

THENCE South 45 degrees West along the Southeast line of the herein described 60 foot wide road, 1227.69 feet to the point of intersection of said line with the arc of a cul de sac having a radius of 50 feet;

THENCE along said arc of the cul de sac having a central angle of 286 degrees 15 minutes 36 seconds and a radius of 50 feet, 249.80 feet to the point of intersection of said cul de sac with the Northwest line of the herein described 60 foot wide road;

THENCE North 45 degrees East along said Northwest line, at 894.01 feet pass an Iron Pipe set at a reentry corner to said 21.1516 Acre Tract, and continuing for a total distance of 1227.69 feet to a point in the Southwest Right-of-Way line of Hand Road, said point also being the Northeast corner of said 21.1516 Acre Tract;

THENCE South 45 degrees East along said Southwest line, 60 feet to the Place of BEGINNING and containing 1.8620 acres of land, more or less.

Mockingbird

Charlie Kalkomey, RPS
No. 1399
July 11, 1979

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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 60 FOOT WIDE ROAD BEING A PART OF A 21.4970 ACRE TRACT OF LAND OUT OF A 77.6225 ACRE TRACT OF LAND BEING A PART OF LOT 1 AND LOT 3 OF THE JAMES M. GWINN SUBDIVISION IN THE GEORGE H. SCHLEY SURVEY, ABSTRACT 391, FORT BEND COUNTY, TEXAS, BEING A PART OF THE H. E. HOWE CALLED 90.0 ACRE TRACT AS DESCRIBED IN VOLUME 250, PAGE 174, FORT BEND COUNTY DEED RECORDS.

COMMENCING at a point in the centerline of Hand Road, said point being the East corner of said 77.6225 Acre Tract;

THENCE South 44 degrees 51 minutes 15 seconds West along the Southeast line of said 77.6225 Acre Tract, 30 feet to a 1 1/4 inch Iron Pipe on the Southwest Right-of-Way line of Hand Road, said point being the East corner of the aforementioned 21.4970 Acre Tract;

THENCE North 45 degrees 00 minutes West along the Southwest line of Hand Road, 295.94 feet to a point for the Place of Beginning of the herein described 60 foot wide road;

THENCE South 45 degrees 00 minutes West along the Southeast line of the herein described 60 foot wide road, 1227.69 feet to the point of intersection of said line with the arc of a cul de sac having a radius of 50 feet;

THENCE along said arc of the cul de sac having a central angle of 286 degrees 15 minutes 36 seconds and a radius of 50 feet, 249.80 feet to the point of intersection of the arc of said cul de sac with the Northwest line of the herein described 60 foot wide road;

THENCE North 45 degrees 00 minutes East along said Northwest line, 1227.69 feet to a point in the Southwest line of Hand Road;

THENCE South 45 degrees 00 minutes East, 60.00 feet to the Place of BEGINNING and containing 1.8620 acres of land, more or less.

Charlie Kalkomey

Charlie Kalkomey, RPS
No. 1399
May 19, 1978

MEADOWLARK

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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 60 FOOT WIDE ROAD BEING A PART OF A 21.4338 ACRE TRACT OF LAND OUT OF A 77.6225 ACRE TRACT OF LAND BEING A PART OF LOT 1 AND LOT 3 OF THE JAMES M. GWINN SUBDIVISION IN THE GEORGE H. SCHLEY SURVEY, ABSTRACT 391, FORT BEND COUNTY, TEXAS, BEING A PART OF THE H. E. HOWE CALLED 90.00 ACRE TRACT AS DESCRIBED IN VOLUME 250, PAGE 174, FORT BEND COUNTY DEED RECORDS.

COMMENCING at a point in the centerline of Hand Road, said point being the East corner of said 77.6225 Acre Tract;

THENCE South 44 degrees 51 minutes 15 seconds West along the Southeast line of said 77.6225 Acre Tract, 30 feet to a 1 1/4 inch Iron Pipe found on the Southwest Right-of-Way line of Hand Road, said point being the East corner of a certain 21.4970 Acre Tract (Huisache Acres Section I) being a part of said 77.6225 Acre Tract;

THENCE North 45 degrees West along the Southwest line of Hand Road, 947.62 feet to a point for the Place of Beginning of the herein described 60 foot wide road;

THENCE South 45 degrees 00 minutes West along the Southeast line of the herein described 60 foot wide road, 1227.69 feet to the point of intersection of said line with the arc of cul de sac having a radius of 50 feet;

THENCE along said arc of the cul de sac having a central angle of 286 degrees 15 minutes 36 seconds and a radius of 50 feet, 249.80 feet to the point of intersection of the arc of said cul de sac with the Northwest line of the herein described 60 foot wide road;

THENCE North 45 degrees 00 minutes East along said Northwest line, 1227.69 feet to a point in the Southwest line of Hand Road;

THENCE South 45 degrees 00 minutes East, 60 feet to the Place of BEGINNING and containing 1.8620 acres of land, more or less.

Charlie Kalkomey, RPS
No. 1399
April 17, 1979

KILLDEER

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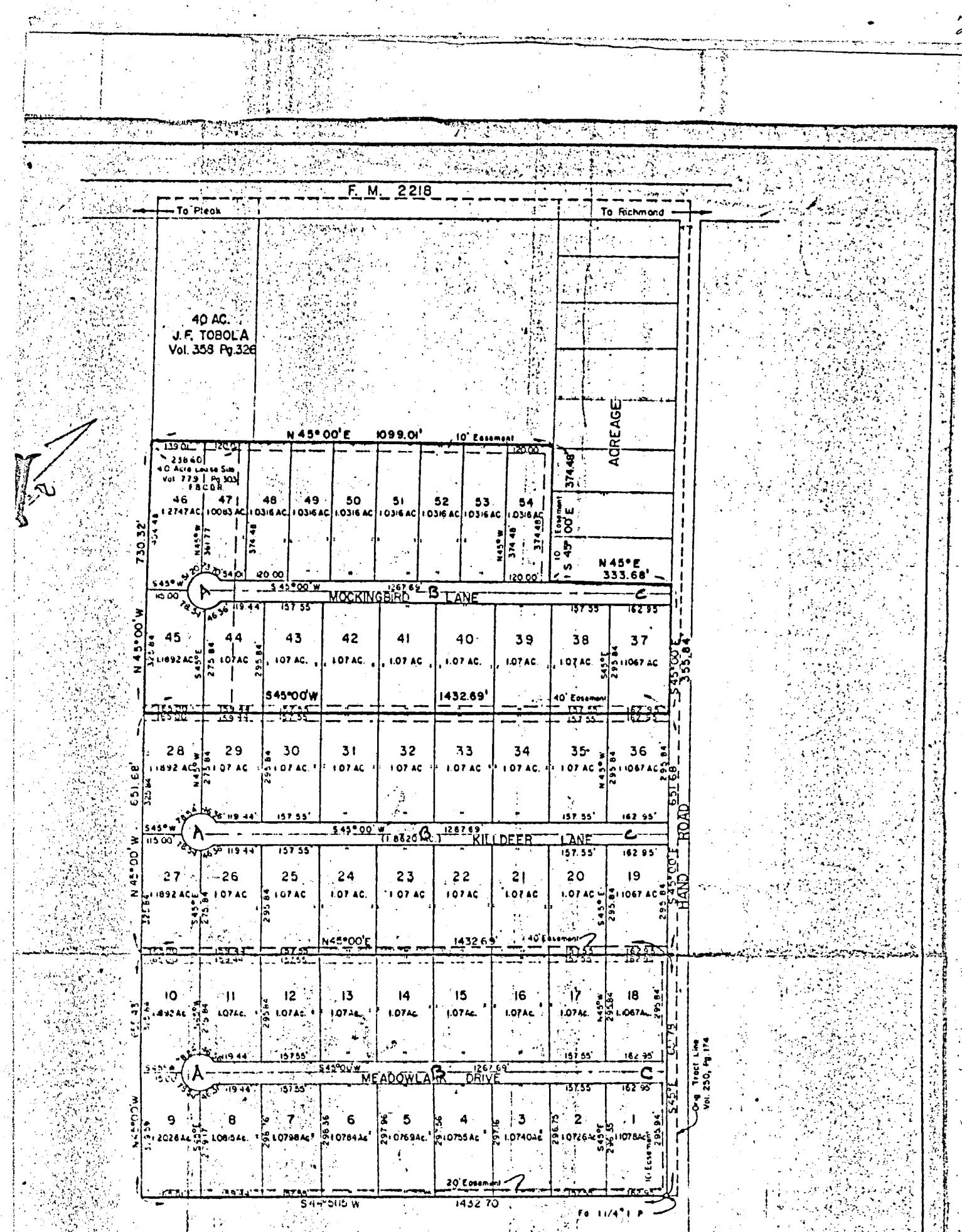

HUISACHE ACRES
SECTION III

A SUBDIVISION OF 21.1516 ACRES OF LAND
OUT OF A 77.6225 ACRE TRACT OF LAND
BEING A PART OF LOT 1 AND LOT 3
OF THE JAMES M. GWINN SUBDIVISION
IN THE GEORGE H. SCHLEY SURVEY
ABSTRACT 391
FORT BEND COUNTY, TEXAS
BEING A PART OF THE H. E. HOWE CALL 90.0 ACRE TRACT
AS DESCRIBED IN VOLUME 250 PAGE 174
FORT BEND COUNTY DEED RECORDS
SCALE: 1" = 200'

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 the month of June, 1979.

Signed Charlie Kalkomey No. 1339
CHARLIE KALKOMEY
ROSENBERG, TEXAS

10958-04-FB

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24 RE: ORDER TO CALL AN ELECTION FOR JANUARY 17, 1981 TO ESTABLISH A JUNIOR COLLEGE DISTRICT FOR KATY-ALIEF INDEPENDENT SCHOOL DISTRICTS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, Commissioner Johnnie Pustka opposed, and duly passed, the court approved an order to call an Election for January 17, 1981 to establish a Junior College District for Katy-Alief Independent School Districts. Order as follows:

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

WE, the undersigned officers of the Commissioners Court of Fort Bend County, Texas, hereby certify as follows:

1. The Commissioners Court of Fort Bend County, Texas, convened in regular session at a regular term of said Court at the County Courthouse in the City of Richmond, Texas, on the 22nd day of December, 1980, and the roll was called of the duly constituted officers and members of said Court, to wit:

JODIE STAVINOHA	County Judge
JOHNNIE PUSTKA	Commissioner, Precinct No. 1
W. LEE SCHMIDT	Commissioner, Precinct No. 2
TONY JEBBIA	Commissioner, Precinct No. 3
ELTON KING SR.	Commissioner, Precinct No. 4
PEARL ELLETT	County Clerk

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 CALLING AN ELECTION

was duly introduced for the consideration of said Commissioners Court and read in full. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, carried by the following vote:

AYES: Commissioners: Schmidt, Jebbia and King.

NOES: Commissioner Pustka.

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2. That a true and complete copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; and said order has been duly signed and attested by the proper officers,

and, as signed, has been duly recorded in said Court's minutes of said meeting; that the above and foregoing paragraph is a true and complete excerpt from said Court's minutes of said meeting pertaining to the adoption of said order; that said meeting was open to the public as required by law; and that public notice of the time, date, place and subject of said meeting was given as required by Vernon's Article 6252-17, as amended.

SIGNED and SEALED this 22nd day of December, 1980.

Pearl Ellett
PEARL ELLETT,
County Clerk

JODIE STAVINOHA, County Judge

(COM. CT. SEAL)

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NOTICE OF SPECIAL ELECTION

TO THE DULY QUALIFIED, RESIDENT ELECTORS OF THE PROPOSED UNION JUNIOR COLLEGE DISTRICT (TO BE NAMED THE KATY-ALIEF JUNIOR COLLEGE AND TO BE LOCATED IN FORT BEND, HARRIS AND WALLER COUNTIES, TEXAS) RESIDING IN KATY AND ALIEF INDEPENDENT SCHOOL DISTRICTS:

NOTICE IS HEREBY GIVEN that an election will be held in and throughout the above described proposed Union Junior College District which is located in Fort Bend, Harris and Waller Counties, Texas, on the 17th day of January, 1981, pursuant to and in keeping with the following order adopted by the Commissioners Court of Fort Bend County, Texas, to wit:

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ORDER CALLING AN ELECTION

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

WHEREAS, the County Board of School Trustees of Harris County, Texas and the Commissioners Courts of Fort Bend and Waller Counties, Texas, did forward to the Coordinating Board, Texas College and University System of the State of Texas a petition signed by more than ten percent (10%) of the qualified electors residing in territory comprising each of the following Independent School Districts, to wit: Katy Independent School District, located within Fort Bend, Harris and Waller Counties, Texas and Alief Independent School District, located wholly within Harris County, Texas; as said Districts are defined by law, praying for an election to establish a Union Junior College District (to be named the Katy-Alief Junior College) to be comprised of the same territory as is contained in such Independent School Districts, and on the questions of levying maintenance taxes, issuing bonds and levying bond taxes and electing a board of seven (7) trustees, in the event the Union Junior College District is created; and

WHEREAS, there was filed with the Coordinating Board, Texas College and University System, along with said petition, a certified copy of a resolution adopted by the said County Board of School Trustees of Harris County, Texas and the Commissioners Courts of Fort Bend and Waller Counties, Texas, finding that said petition was signed by more than ten percent (10%) of the qualified taxpaying voters in each of said Independent School Districts, respectively, and that said petition was legal and genuine, and resolved that said petition be forwarded to the Coordinating Board, Texas College and University System for its further action thereupon; and

WHEREAS, the Coordinating Board, Texas College and University System, did consider said petition and resolution and other matters required and permitted by law to be considered in

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passing upon the question of the establishment of said Union Junior College District to be called the Katy-Alief Junior College; and

WHEREAS, such petition and other supporting evidence included showings to the effect that all of said Districts combined have a County and State assessed valuation of not less than $30,000,000 in the year next preceding the filing of the petition; that said Districts combined had a scholastic population of not less than 3,000 in the school year next preceding the filing of the petition; and that all of said Districts are contiguous; and

WHEREAS, the Coordinating Board, Texas College and University System, did receive advice from the Commissioner of Higher Education to determine whether or not the conditions set forth in the preceding paragraph have been complied with, and also whether, considering the geographic location of colleges already established, it is feasible and desirable to establish a Union Junior College District, and said advice was favorable to the establishment of said Union Junior College District; and

WHEREAS, in making its decision, said Coordinating Board considered the needs of the State, the welfare of the State as a whole, as well as the welfare of the community involved; and

WHEREAS, said Coordinating Board decided that, in consideration of the foregoing, it was and is feasible and desirable to establish such Union Junior College District, said Coordinating Board having considered the needs of the State, the welfare of the State as a whole, as well as the welfare of the community involved as aforesaid; and

WHEREAS, such decision of the Coordinating Board has been transmitted through the Commissioner of Higher Education to the County Board of School Trustees of Harris County, Texas and the Commissioners Courts of Fort Bend and Waller Counties, Texas, authorizing further procedure in the establishment of said Union Junior College District; and

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WHEREAS, the Texas Education Code, as amended, provides that it shall then be the duty of the Commissioners Courts of Fort Bend, Harris and Waller Counties to enter an order for an election to be held in the proposed territory contained in such proposed Union Junior College District if the Coordinating Board, Texas College and University System, approves the establishment of such Union Junior College District; and

WHEREAS, pursuant to said Education Code, as amended, each of the candidates hereinafter named desiring to be voted on as the first Trustees of said proposed District has duly presented to this Court within three (3) days before this order authorizing said election a petition, which petition was accompanied by a petition signed by not less than two percent (2%) of the qualified electors residing in such proposed Union Junior College District, requesting that his name be placed on the ticket as a candidate for such Trustee.

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NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

1. That an election shall be held on the 17th day of January, 1981, which is not less than twenty (20) nor more than thirty (30) days from the date of issuance of this order, in the area of the proposed Union Junior College District comprised of Katy Independent School District, located within Fort Bend, Harris and Waller Counties, Texas and Alief Independent School District, located wholly within Harris County, Texas and that said Union Junior College District be named the Katy-Alief Junior College which, if established, will contain all of the territory in and be coterminous with the combined outside boundaries of the aforementioned Independent School Districts; as said Districts are defined by law, the proposed District being more particularly described as follows, to wit:

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METES AND BOUNDS

KATY-ALIEF JUNIOR COLLEGE

METES AND BOUNDS OF THE KATY INDEPENDENT SCHOOL DISTRICT IN FORT BEND, HARRIS AND WALLER COUNTIES, AS REESTABLISHED AND REDEFINED JUNE 2, 6, AND AUGUST 1, 1961 AND JUNE 3, 1969.

Beginning at a point where the County line between Harris and Waller Counties crosses the North Line of State School Survey 130;

Thence West and with the North line of Sections 130, 121 and 112 to the Northeast corner of Section 97, H&TC RR Co. Survey;

Thence South with the East line of Sections 97, 100, 99 and 102 to the Southeast corner of said Section 102;

Thence West 3/4 mile to the Northeast corner of Section 101, H&TC RR Co. Survey;

Thence South with the East line of said Section 101 to the Southeast corner of same;

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Thence West 1/10 mile to the Northeast corner of State Section 76;

Thence South with the East line of said Section 76, 1/4 mile to the County line between Waller and Fort Bend Counties;

Thence North 700' East along the County line dividing Waller and Fort Bend Counties to the Northwest corner of the Robert T. VanSlyke Survey;

Thence South with the West line of said Robert T. VanSlyke Survey and continuing in the same course through the Jesse Thompson Survey and the Day Land and Cattle Company Survey to the North line of the Joseph D. Vermillion Survey;

Thence East with the North line of the said Joseph D. Vermillion survey to the Northeast corner of the same;

Thence South with the East line of the said Joseph D. Vermillion survey to the Southeast corner of the same;

Thence West with the South line of the said Joseph D. Vermillion Survey, to a point at the Northeast corner of the M. Autrey Survey;

Thence South with the East line of the said M. Autrey Survey and continuing in the same course to the center of the road bed of the San Antonio and Aransas Pass Railroad;

Thence in an Easterly direction with a line along the center of said road bed to a point in said road bed South of the Southeast corner of the John Brock survey;

Thence North with the East line of said John Brock Survey to a point where the East line of said John Brock Survey intersects the County line dividing Harris and Fort Bend Counties;

Thence Northwesterly and along said Fort Bend and Harris Counties boundary line to a point of intersection, within the W. Stephens Survey A-323, of an imaginary extension Westerly of Beeler Road #1130 across the Jesse Sitton, Wm. Sypert and W. Stephens Surveys;

Thence in an Easterly direction and with the center line of the rectified Buffalo Bayou to its intersection with an extension of the east boundary line of Thornwood Subdivision Section Two as recorded in Volume 143, Page 1 of the Harris County Map Records, said point also being on the Westerly right-of-way line of a 50 foot United Gas Pipe Line Co. Easement as recorded in Volume 4254, Page 535 of the Harris County Deed Records;

Thence leaving the center line of said Buffalo Bayou and in a northerly direction along the westerly right-of-way line of said 50 foot United Gas Pipe Line Co. Easement, adjoining the East boundary line of said Thornwood Subdivision Section Two, and continuing to the South line of Turkey Creek Drive;

Thence North crossing U.S. Highway No. 90 to the North right-of-way line of the M.K.&T. RR;

Thence Easterly and with the North right-of-way line of said M.K.&T. RR to its intersection with the West line of the Wm. G. Perkinson Survey A-6123;

Thence Northerly and with the West line of the Wm. G. Perkinson survey to the Northeast corner of the F. M. Maddox Survey A-1411;

Thence Westerly and with the North line of the F. M. Maddox Survey to its intersection with the East line of the W. C. RR Co. Blk. 1, Sec. 13 Survey;

Thence Northerly and with the East line of the W. C. RR Co. Blk. 1, Sections 13 and 12 to its intersection with the center line of Clay Road;

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Thence Westerly and with the center line of said Clay Road to its intersection with the East line of the R. N. Davis Survey A-225;

Thence Northerly and with the East line of the R. N. Davis Survey to the Northeast corner of said survey;

Thence Westerly and with the North line of said R. N. Davis Survey to the Southeast corner of the Joseph McCalister Survey A-541;

Thence Northerly and with the East line of the Joseph McCalister Survey to the Northeast corner of said survey;

Thence Westerly and with the North line of the J. McCalister Survey and the North line of the Louis Bouilett Survey to its interesection with the center line of the Addicks Satsuma Road on the South line of the Michael McCormick Survey A-533; same being the Northwest corner of the Louis Bouilett Survey A-156;

Thence Southerly and with the center line of the Addicks Satsuma Road to its intersection with the North line of the W. C. RR Co. Blk 2 Sec 14 Survey;

Thence Westerly and with the center line of the Addicks Satsuma Road, same being the North line of the W. C. RR Co. Blk 2 Sec. 14 Survey to a junction point in said road bearing South;

Thence Southerly and continuing with the center line of the Addicks Satsuma Road to its intersection with the North line of the W. C. RR Co. Blk 2, Sec. 15;

Thence Westerly and with the North line of said W. C. RR Co. Blk 2 Sec. 15 to the Northwest corner of said survey;

Thence Southerly and with the West line of the W. C. RR Co. Blk. 2, Sec. 15 to its intersection with the center line of Clay Road;

Thence Westerly and with the center line of Clay Road to its intersection with the East line of the H. & T. C. RR Co. Blk. 2, Sec. 44;

Thence Northerly and with the East line of Section 44, and the West line of Section 40, to the Northwest corner of H. & T. C. RR Co. Blk. 2, Sec. 40;

Thence Easterly and with the North line of said H. & T. C. RR Co. Blk. 2, Sec. 40 a short distance to the Southwest corner of the H. & T. C. RR Co. Blk. 2, Sec. 39;

Thence Northerly and with the West line of the H. & T. C. RR Co. Blk. 2, Sec. 39 to the Northwest corner of same;

Thence Westerly and with the South line of the H. & T. C. RR Co. Blk. 2, Sec. 34 a short distance to the Southwest corner of same;

Thence North and with the West line of the H. & T. C. RR Co. Blk. 2, Sec. 34 to the Northeast corner of the H. & T. C. RR Co. Blk. 2, Sec. 37 Survey;

Thence due West with the North line of said Section 37 and with the North line of Section 32 of the H. & T. C. RR Co. Blk. 2 Survey to the Northwest corner of said Section 32;

Thence from said corner due North along the East line of Sections 48, 49, 50, and 54 to the Northeast corner of said Section 54 of the H. & T. C. RR Co. Blk. 2 Survey;

Thence from said corner due West with the North line of said Section 54 and with the most Northern North line of the Section 71 H. & T. C. RR Co. Blk. 2 Survey to a point on the Eastern boundary line of the Jas. R. Parker Survey;

Thence from said point which is the junction point of House-Hahl Road #4460 and Katy-Hockley Road #4550 South with the East line of the Jas R. Parker Survey to the Southeast corner of said Survey;

Thence from said Southeast corner West with the South line of the Jas R. Parker Survey and with the South line of the H. & T. C. RR Co. 73 Survey Blk. 2 to a point which is the most Northern Northwest corner of the H. & T. C. RR Co. Survey Blk. 2, Sec. 85;

Thence South from said point with the short most Eastern East line of the Section 83 of the H. & T. C. RR Co. Survey Blk. 2 to the Southeast corner of said Survey;

Thence West with the South line of the Section 83 to the point of intersection of said South line of the Section 83 H. & T. C. RR Co. Blk. 2 Survey and the County line dividing Harris and Waller Counties;

Thence Southeasterly along said Harris and Waller Counties boundary line to the point where the County line between Harris and Waller Counties crosses the North line of State School Section 130, said point being the place of beginning.

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METES AND BOUNDS OF THE

ALIEF INDEPENDENT SCHOOL DISTRICT

IN HARRIS COUNTY

Beginning on the East line George Bellows Survey and the Texas Western Railroad right-of-way;

Thence Westerly along the T. W. Railroad to the County line;

Thence Southeasterly along the County line to the East line of the L. Roark Survey;

Thence Northeasterly along East line of Roark Survey to the South line of the W. E. Sanders Survey;

Thence Southeasterly along South line of Sanders Survey to the East line of Sanders Survey;

Thence North along East line of Sanders Survey to the Southwest corner of H.T.&B Survey #7;

Thence Easterly along South line H.T.&B to its East line;

Thence Northerly along East line of H.T.&B to its Northeast corner;

Thence Westerly along North line of H.T.&B to the East line of W.T. Neal Survey;

Thence Northerly along the East line of Neal to its Northeast corner;

Thence continuing Northerly, leaving the Northeast corner of A-607, and entering into A-1110 for 500 feet for a Northeast corner;

Thence Westerly for 1188.41 feet parallel to the North boundary of A-607 to the Henson Survey, A-381;

Thence Northerly along East line of Henson to the Southwest corner of the C. McKenzie;

Thence Easterly along South line of McKenzie to the East line of McKenzie;

Thence Northerly along East line of McKenzie and the C. Ennis and the George Bellows to the place of beginning.

Provided, however, that if there is any mistake in the foregoing metes and bounds description of the boundaries of said proposed Union Junior College District, it shall in no way affect said boundaries or the validity of this election, it being intended that said Union Junior College District include and be composed of all that territory now within the Independent School Districts named in the preamble of this Order.

2. That at said election the following propositions shall be submitted in accordance with law, to wit:

PROPOSITION NO. ONE

SHALL THERE BE ESTABLISHED A UNION JUNIOR COLLEGE DISTRICT TO BE KNOWN AS THE KATY-ALIEF JUNIOR COLLEGE JOINTLY EMBRACING ALL THE TERRITORY CONTAINED IN THE KATY INDEPENDENT SCHOOL DISTRICT, LOCATED IN FORT BEND, HARRIS AND WALLER COUNTIES, TEXAS AND THE ALIEF INDEPENDENT SCHOOL DISTRICT, LOCATED IN HARRIS COUNTY, TEXAS?

PROPOSITION NO. TWO

SHALL THE BOARD OF TRUSTEES OF SAID KATY-ALIEF JUNIOR COLLEGE DISTRICT BE AUTHORIZED TO LEVY AND CAUSE TO BE ASSESSED AND COLLECTED ANNUAL AD VALOREM TAXES AT A RATE NOT TO EXCEED THE LIMIT OF TWENTY CENTS (20¢) ON EACH ONE HUNDRED DOLLARS ($100) VALUATION OF TAXABLE PROPERTY IN SAID JUNIOR COLLEGE DISTRICT, FOR THE FURTHER MAINTENANCE OF ITS UNION JUNIOR COLLEGE, SAID TAXES TO BE LEVIED, ASSESSED AND COLLECTED PURSUANT TO THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INCLUDING THE TEXAS EDUCATION CODE, AS AMENDED; PROVIDED, THAT THE ANNUAL MAINTENANCE TAX, TOGETHER WITH THE ANNUAL BOND TAX, IF ANY, SHALL NEVER EXCEED TWENTY CENTS (20¢) ON EACH ONE HUNDRED DOLLARS ($100) VALUATION OF TAXABLE PROPERTY IN SAID DISTRICT?

PROPOSITION NO. THREE

SHALL THE BOARD OF TRUSTEES OF KATY-ALIEF JUNIOR COLLEGE BE AUTHORIZED TO ISSUE THE BONDS OF THE DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF $18,500,000 FOR THE CONSTRUCTION AND EQUIPMENT OF SCHOOL BUILDINGS, AND THE PURCHASE OF THE NECESSARY SITES THEREFOR, WHICH BONDS MAY BE ISSUED IN VARIOUS SERIES OR ISSUES, SHALL MATURE SERIALLY OR OTHERWISE NOT MORE THAN FORTY (40) YEARS FROM THEIR DATE OR DATES, AND SHALL BEAR INTEREST AT SUCH RATE OR RATES AS SHALL BE DETERMINED WITHIN THE DISCRETION OF THE BOARD OF

TRUSTEES; AND SHALL THE BOARD OF TRUSTEES BE AUTHORIZED TO LEVY AND CAUSE TO BE ASSESSED AND COLLECTED, ANNUAL AD VALOREM TAXES ON ALL TAXABLE PROPERTY IN THE DISTRICT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; PROVIDED, THAT THE ANNUAL BOND TAX SHALL NEVER EXCEED TWENTY CENTS (20¢) ON THE ONE HUNDRED DOLLARS ($100) VALUATION OF TAXABLE PROPERTY AND THE ANNUAL BOND TAX TOGETHER WITH THE ANNUAL MAINTENANCE TAX SHALL NEVER EXCEED THE AGGREGATE OF TWENTY CENTS (20¢) ON THE ONE HUNDRED DOLLARS ($100) VALUATION OF TAXABLE PROPERTY IN THE UNION JUNIOR COLLEGE DISTRICT; SAID BONDS TO BE ISSUED AND SAID TAXES TO BE LEVIED, PLEDGED, ASSESSED AND COLLECTED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INCLUDING THE TEXAS EDUCATION CODE, AS AMENDED?

3. That the hours during which the polls will be open for voting in said election shall be from 7:00 a.m. to 7:00 p.m.

4. That voting shall be at the following respectively designated polling places in each of the following designated election precincts, which are all of the election precincts in this county within the boundaries and limits of the proposed Union Junior College District; the election precincts hereby established shall be designated by numbers, and the boundaries of said election precincts shall be those hereinafter respectively designated and numbered precincts, or parts of numbered precincts lying within the boundaries and limits of the proposed Union Junior College District, which said numbered precincts and the natural or artificial boundaries or survey lines thereof have been heretofore duly described, designated and established by order or orders of the Commissioners Court of Fort Bend, Harris and Waller Counties, Texas, which are hereby incorporated by reference. The following named persons are hereby appointed officers of said election at said polling places, respectively:

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Katy Independent School District

Election Precinct No.	Polling Place	Election Officials
1 (consisting of that portion of Harris County voting precinct nos. 50, 119 & 121, Waller County voting precinct nos. 6 & 10, and Fort Bend County voting precinct no. 14 within the limits of said districts)	Katy High School 6331 Highway Blvd. Katy, Texas 77450	W. R. Leggett, Judge Theodore Lammert, Asst. Judge Mary K. Fry, Clerk Marjorie Frazier, Clerk
2 (consisting of that portion of Harris County voting precinct nos. 95, 120, 461 & 511 within the limits of said district)	Addicks Elementary School 502 Addicks-Howell Rd. Houston, Texas 77079	Jones Cambell, Judge Rosemary Greenamyre, Asst. Judge Shirley Barantine, Clerk Louise Callahan, Clerk
3 (consisting of that portion of Harris County voting precinct nos. 362 & 509 within the limits of said District)	West Memorial Elementary School 22605 Provincial Katy, Texas 77450	Carl Hursman, Judge Olan Tomme, Asst. Judge Dorothy Bales, Clerk Theresa Savage, Clerk
4 (consisting of that portion of Harris County voting precinct nos. 260, 463, 512 & 517 within the limits of said district)	Bear Creek Elementary School 4815 Hickory Downs Houston, Texas 77084	Gloria Dedman, Judge Earl Dedman, Asst. Judge Elizabeth Feagin, Clerk

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Alief Independent School District

Election Precinct No.	Polling Place	Election Officials
North District (Consisting of the portion of Harris County voting precinct nos. 297, 298, 300, 338, 487, 492, 507, & 508 within the limits of said district)	Alief Administration Building 12302 High Star Alief, Texas 77411	Herbert Schulz, Judge Jean Turnage, Asst. Judge Sheri Fryer, Clerk Patricia Hurlbert, Clerk
South District (consisting of that portion of Harris County voting precinct nos. 359, 425, 427, 428, 457, 503, 463, & 488	Olle Middle School 9200 Boone Road Houston, Texas 77072	Helen Mata, Judge Louise Vickery, Asst. Judge Luccille Patterson, Clerk Sue Zientek, Clerk

Katy and Alief Independent School Districts

Absentee Voting - Main Location	Katy Administration Building 6301 South Stadium Lane Katy, Texas 77450	Earl T. Walden, Jr., Clerk Mrs. Karen Palfreyman, Deputy Clerk Mrs. Sue Black, Deputy Clerk
Absentee Voting - Branch Location	Administration Building 12302 High Star Alief, Texas 77411	Dorothy Schreiner, Deputy Clerk Jacqueline Price, Asst. Clerk
Special Canvassing Board	Katy Administration Building 6301 South Stadium Lane Katy, Texas 77450	Gordon Brown, Presiding Judge

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5. That the first named person in each precinct hereinabove described shall be the presiding judge and the second named person shall be the alternate presiding judge. The presiding judges, clerk for absentee voting and presiding officer of the special canvassing board shall appoint such number of assistants, clerks and deputies to assist in the conduct of said election as may be necessary and allowed by law.

6. That it is hereby determined that voting shall be by the use of voting machines heretofore duly adopted by the Commissioners Court, for use in elections held in this County, for voting at the regular polling places at said election. The ballots of said election shall conform to the requirements of the Texas Election Code, as amended, and shall have printed thereon the following:

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OFFICIAL BALLOT

PROPOSITION NO. ONE

( )	FOR	THE CREATION OF THE UNION JUNIOR
( )	AGAINST	COLLEGE DISTRICT

PROPOSITION NO. TWO

( )	FOR	MAINTENANCE TAX (NOT TO EXCEED $.20
( )	AGAINST	ON THE $100 VALUATION OF TAXABLE PROPERTY)

PROPOSITION NO. THREE

( )	FOR	THE ISSUANCE OF $18,500,000 BONDS
( )	AGAINST	AND THE LEVYING OF THE TAX IN PAYMENT THEREOF

There shall also be placed on the ballot the following material and the names of the following candidates for the office of Trustee:

FOR UNION JUNIOR COLLEGE DISTRICT TRUSTEE
(seven to be elected)

G. W. "BILL" BONE
SUE CREECH
J. P. "PHIL" GREINER
TALMADGE HEFLIN
WILLARD PETROSKY
TOM RUSSELL
FRED WARREN

The seven (7) candidates receiving the highest number of votes at such election shall be declared the Trustees of such proposed District in the event such District is created. Each voter desiring to vote in favor of a proposition shall pull the voting pointer down indicating "For" such proposition, and each voter desiring to vote against a proposition shall pull the voting pointer down indicating "Against" such proposition. Each voter desiring to vote for a candidate shall pull the voting pointer down, indicating "X" opposite the name of the person for whom said voter desires to vote.

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Absentee voting shall be conducted by the clerk for absentee voting, namely, Earl T. Walden, Jr., and the place at which absentee voting by mail and by personal appearance shall be conducted is designated as the Katy Administration Building, 6301 South Stadium Lane, Katy, Texas 77450, within the boundaries of said Union Junior College District, which is also the absentee voting clerk's mailing address to which absentee ballot applications and absentee ballots voted by mail may be sent.

The Administration Building, 12302 High Star, Alief, Texas 77411, is designated as a temporary branch office for conducting absentee voting by personal appearance, and any voter eligible to vote absentee by personal appearance in the main office of the absentee voting clerk may vote in such branch office. Said clerk shall station one or more deputies at said branch office to conduct the voting, and shall make up and post in his main office a full schedule of such location of such branch office and the days and hours on which such branch office will be

open and shall make copies of such schedule available to all interested persons from that day forward until the close of the absentee voting period. Such clerk shall post such schedule before the beginning of the absentee voting period.

Said clerks shall keep said offices open for at least eight (8) hours, that is, from 8:00 a.m. to 4:00 p.m., on each day for absentee voting which is not a Saturday, a Sunday, or an official State holiday; provided, however, except as authorized by Article 5.05, Subdivisions 3d and 3e, Texas Election Code, said clerks shall not permit anyone to vote absentee by personal appearance on any day which is not a regular working day for the clerks' offices, and under no circumstances shall they permit anyone to vote absentee by personal appearance at any time when such offices are not open to the public. Voters who are eligible to vote absentee by personal appearance shall vote on the voting machine and those by mail by appropriate paper ballot. Such paper ballots shall conform to the requirements of the Texas Education Code and Texas Election Code as amended. The absentee voter shall vote on each proposition by placing an "X" or other clear mark in the square beside the statement indicating the way he wishes to vote on such proposition and an "X" or other clear mark in the square opposite the name of those candidates whom said voter desires to vote.

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7. That said votes cast at said election by the resident qualified electors of the District shall be recorded, returned and canvassed by the Commissioners Court of Harris County, Texas. Absentee votes shall be counted by the special canvassing board hereinabove appointed pursuant to Article 7.14, Section 7a of the Texas Election Code, as amended.

8. That, pursuant to Art. 4.05, Subdivision 1 of the Texas Election Code, as amended, notice of such election shall be given (1) by posting a notice of the election (both in the English and Spanish languages) in each precinct in which the election is to be held at least twenty (20) days before the election and, (2)

by filing a substantial copy of the notice with the County Clerk of Fort Bend, Harris and Waller Counties, respectively, and by posting another such copy on a bulletin board in the offices of said County Clerks at least twenty (20) days before the election.

9. That said election shall be held at the expense of the Katy Independent School District and the Alief Independent School District and in accordance with the Texas Election Code, except as modified by the Texas Education Code.

PASSED AND ADOPTED this 22nd day of December, 1980.

JODIE STAVINOHA, COUNTY JUDGE

JOHNNIE PUSTKA, COMMISSIONER - PRECINCT NO. 1

W. LEE SCHMIDT, JR., COMMISSIONER - PRECINCT NO. 2

TONY JEBBIA, COMMISSIONER - PRECINCT NO. 3

ELTON KING SR. COMMISSIONER - PRECINCT NO. 4

ATTEST:

PEARL ELLETT
COUNTY CLERK AND EX-OFFICIO
CLERK OF THE COMMISSIONERS
COURT OF FORT BEND COUNTY, TEXAS

(COM.CT.SEAL)

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25 RE: FIRST GENERAL REALTY CORPORATION - CONSIDER RESETTING MINIMUM SLAB HEIGHT IN KINGSBRIDGE SECTION 3 IN PRECINCT 2, TO 88.0' MEAN SEA LEVEL:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner Johnnie Pustka, and duly passed, the court authorized the resetting of minimum slab height in Kingsbridge Section 3 in Precinct 3 from 89 to 88.0' mean sea level.

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26 RE: CONSIDER AUDIT PROPOSALS FOR 1980 AUDIT:

The court postponed action on the consideration of Audit Porposals for 1980 Audit until another court meeting.

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27 RE: AMEND THE FAIRDGOUND UTILITY BUDGET:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized to amend the Fairgroundutility budget in the amount of $1890.89 for payment of utility bill to be paid for out of the anticipated ending balance for 1980.

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28 RE: EMPLOYMENT OF A. E. WALDROP, JR. AS CARETAKER FOR FORT BEND COUNTY FAIRGROUNDS:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, Commissioner Johnnie Pustka opposed, and duly passed, the court authorized the employment of A. E. Waldrop, Jr. as caretaker for the Fort Bend County Fairgrounds. His employment will be stricly under the direction of Mr. Hal Husbands, Director of the Fort Bend County Fairgrounds. The salary to be the same as the present caretaken, to become effective December 23, 1980.

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29 RE: MS. LILLIE STAVINOHA AND MRS. BO RANDALL - REQUEST FOR USE OF REVENUE SHARING MONEY FOR COMPUTER SERVICE FOR COUNTY LIBRARY:

On Motion of Commissioner Tony Jebbia, seconded by Commissiner Johnnie Pustka, and duly passed, the court authorized the release of $15,000.00, which was allocated out of Revenue Sharing Fund E.P. 11, to the Fort Bend County Library for Computer Service for the County Library.

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30 RE: KIRKWOOD DEVELOPMENT COMPANY - REPLAT OF MISSION BEND, SECTION 9, IN PRECINCT 4:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court approved the replat of Mission Bend Section 9, in Precinct 4, being a subdivision of 270 lots and 7 blocks of 56.7526 acres of land out of and a part of the T.T.R.R. Survey A-617 Fort Bend County, Texas.

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31 RE: AUTHORIZE THE PURCHASE OF NEW COMPUTER EQUIPMENT FOR FORT BEND COUNTY:

On Motion of Commissioner Tony Jebbia, seconded by Commissioner W. Lee Schmidt, and duly passed, the court authorized the purchase of new Computer equipment for the data processing department on an emergency basis. The purchase of this equipment in the amount of $60,780.00 was allocated in the 1981 budget.

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32 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 December (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.

13

The Court recess at 4:30 o'clock P.M. until December 23, 1980 at 8:30 o'clock A.M.

The court re-convened the Budget Hearing at 8:30 o'clock A.M.on December 23, 1980.

The Court recessed budget hearing at 3:00 o'clock P.M.

Jodie Stavinoha
COUNTY JUDGE

ATTEST:
Pearl Ellett
COUNTY JUDGE

BOARD OF EQUALIZATION

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

BE IT REMEMBERED That on the 29th day of December, 1980, the Commissioners' Court of Fort Bend County, was duly re-convened as a Board of Equalization at the regular meeting place at the Courthouse in the Town of Richmond, Texas, Fort Bend County, for the purpose of equalizing the values of all taxable property, situated in said County, for the purpose of taxation for the year 1980, with the following present:

Johnnie Pustka,	Commissioner Precinct #1, Presiding
W. Lee Schmidt	Commissioner Precinct #2
Elton King	Commissioner Precinct #4

County Judge Jodie E. Stavinoha and Commissioner Tony Jebbia, Precinct #3, were absent.

RE: THE FOLLOWING PERSONS APPEARING BEFORE THE BOARD OF EQUALIZATION:

Mr. John W. Krieger, 13907 Greenway Dr. Sugar Land, Texas,
Valuation changed from $178,000.00 to $150,000.00.

Mr. Roesner representing Reagan C. Helm, Trustee,
No Change

Mr. Richard Kirsch,
No Change

Mr. Ben Wehring, Cottonwood Road, Rosenberg, Texas
No Change.

Mr. Warren Dockery - Gaston- Fluewellen, Section I
No Change.

Mr. Johnnie Pustka, 4231 Ransom Road, Richmond, Texas
Valuation raised from $18,590.00 to $25,940.00

Wanda L. Shelburne;
Valuation reduced from $68,500.00 to $55,700.00

Mr. Bob Worthington
Valuation reduced from $32,700.00 to $17,700.00

Mr. Manuel Silva,
No change

RE: ORDER RECESSING BOARD OF EQUALIZATION AND BUDGET HEARING:

On Motion of Commissioner W. Lee Schmidt, seconded by Commissioner Elton King, and duly passed, the court recessed the Board of Equalization and Budget Hearing until December 30, 1980 at 9:00 o'clock A.M.

The Court re-convened as the Board of Equalization on December 30, 1980 at 9:00 o'clock A.M. with the following present:

Johnnie Pustka,	Commissioner Precinct #1, Presiding
W. Lee Schmidt	Commissioner Precinct #2
Elton King	Commissioner Precinct #4

County Judge, Jodie E. Stavinoha and Commissioner Tony Jebbia, Precinct #3 were absent.

3 RE: THE FOLLOWING PERSON APPEARING BEFORE THE BOARD OF EQUALIZATION:

Isaias Reyna, 1613 Carlisle, Rosenberg, Texas
Valuation reduced from $53,000.00 to $44,990.00

Mrs. Alvin Gipson
No Change

Mr. Johnnie Bergen Route 2, Needville, Texas
No Change

Mr. Jimmy Witzkoski
Valuation reduced from $33,000.00 to $19,200.00

Mr. Ervin W. Albright, Route 1, Rosenberg, Texas
No Change

Mr. Gus Kramer
No Change and no Farm amendement filed

Mr. O. H. Dippel, Needville, Texas
No change

The court recessed at 11:30 o'clock A.M. until 1:30 P.M.

The Court re-convened on 12/30/80 at 1:30 o'clock P.M. when the following persons appeared.

Mr. Charles J. Werlla
No change

Mr. Albert McConnell
No change. Talked about drainage.

Mr. Henry H. Maresh
No change

Mrs. Emil Barta
No change

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4 RE: ORDER RECESSING BOARD OF QUALIZATION AND TO RE-CONVENE ON JANUARY 6, 1981 AT 9 A.M.

On Motion of Commissioner Elton King, seconded by Commissioner W. Lee Schmidt, and duly passed, the court recessed the Board of Equalization and to re-convene on January 6, 1981, at 9:00 o'clock A.M.

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5 RE: ORDER RECESSING BUDGET HEARING UNTIL JANUARY 5, 1981 at 9:00 A.M.:

On Motion of Commissioner Elton King, seconded by Commissioner W. Lee Schmidt, and duly passed, the court recessed the Budget Hearing until January 5, 1981, at 9:00 o'clock A. M.

Jodie E. Stavinoha

Jodie E. Stavinoha, County Judge
& Chairman of the Board of Equalization

Fort Bend COUNTY

Richmond Texas.

This 30th day of December 1980.

ATTEST:
Pearl Ellett
COUNTY CLERK

47

13

END