

COMMISSIONERS COURT MINUTES

29 11-4-85 - 12-16-85

FORT BEND COUNTY

REGULAR SESSION

BE IT REMEMBERED That on this 4TH day of NOVEMBER, 1985 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

Jodie Stavinoha	County Judge
Johnnie Pustka	Commissioner Precinct 1
Ben Denham	Commissioner Precinct 2
Alton Pressley	Commissioner Precinct 3
Bob Lutts	Commissioner Precinct 4

When the following were had and the following orders were passed to wit:

A letter from the Secretary of State was read in Commissioners' Court as to the appointment of Jim Adolphus as Justice of Peace Precinct #4.

1. APPROVE MINUTES OF MEETING OF OCTOBER 28, 1985:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of meeting of October 28, 1985 with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve changes in Depository Pledge Contracts as follow:

Republic Bank Richmond to release \$250,000.00 Corpus Christi Gen'l Impv. Bonds, due November 11, 1985, receipt #13989.

Rosenberg Bank & Trust to pledge \$150,000 Bd. San Antonio Airport, due July 1, 1987, receipt #647848.

Rosenberg Bank & Trust to pledge \$100,000 Bd. Eanes Ind. School Dist., due August 1, 1998, receipt #647835.

Rosenberg Bank & Trust to pledge \$150,000 Plano Texas Gen. Obl. due June 1, 1988, receipt #647840.

Rosenberg Bank & Trust to Pledge \$100,000, Grayson Co. Perm. Imp. due July 1, 1996, receipt #647837.

Rosenberg Bank & Trust to pledge \$100,000 Dallas Co. Hospital Dist. due March 1, 1997, receipt #647833.

Rosenberg Bank & Trust to pledge \$100,000 San Antonio Oblig. Bd. due December 15, 1991, receipt #647844.

Rosenberg Bank & Trust to pledge \$100,000 San Antonio Electric & Gas Rev. Imp. Bd. due February 1, 1995, receipt #647846.

Rosenberg Bank & Trust to pledge \$200,000 Northside Ind. School Dist. Bd., due August 1, 1992, receipt #650046.

Rosenberg Bank & Trust to pledge \$100,000 Rosenberg Gen. Oblig. Bd. due March 1, 1990, receipt #647842.

OFFICE OF THE SECRETARY OF STATE

-4-



MYRA A. McDANIEL SECRETARY OF STATE

EXECUTIVE DIVISION P.O. Box 12697 Austin, Texas 78711 512 475-2015

Publications P.O. Box 13824 512 475-7886

ELECTIONS DIVISION P.O. Box 12887 512 475-3091

Disclosure Filings Section P.O. Box 12887 512 475-5619

DATA SERVICES P.O. Box 12887 512 475-7881

SUPPORT SERVICES DIVISION

Financial Management P.O. Box 12887 512 475-0271

Staff Services P.O. Box 12887 512 475-5995

STATUTORY FILINGS DIVISION

Corporations P.O. Box 13697 512 475-3551

Business Opportunities P.O. Box 13563 512 475-1769

Trademarks P.O. Box 12887 512 475-1362

Statutory Documents P.O. Box 12887 512 475-3061

Notary Public P.O. Box 12079 512 475-2703

Uniform Commercial Code P.O. Box 13193 512 475-3457

MEMORANDUM

TO: Comptroller of Public Accounts Commissioners Court and County Auditor of Fort Bend County
FROM: Myra A. McDaniel, Secretary of State
RE: Issuance of Commission to County Official
DATE: October 24, 1985

In compliance with Article 3882, Texas Revised Civil Statutes, you are advised that a commission has been issued to the officer of Fort Bend County, Texas, listed below, pursuant to his appointment to fill a vacancy in the office until the next General Election.

OFFICE: Justice of the Peace, Precinct 4 (Unexpired Term)

NAME OF OFFICER: James A. Lutz, Justice of the Peace, Precinct 4, Sugar Land, Texas 77478

ADJOURNMENT: 2.

Moved by Commissioner Lutts, seconded by Commissioner Pustka, duly put and carried, with Commissioner Pressley voting no, it is ordered to enter into negotiations with Espey Huston, Inc. for the Fort Bend County drainage master plan study.

1. CONSIDER AWARDING CONTRACT FOR DRAINAGE MASTER PLAN STUDY FOR FORT BEND COUNTY:

When the following were had and the following orders were passed/when:

Table with 2 columns: County Judge, County Engineer. Rows include Jodie Stavinoha, Johnnie Pustka, Ben Denham, Alton Pressley, Bob Lutts, Stanley Kucherka.

BE IT REMEMBERED That on this 28th day of October, 1985 Drainage District Board of Fort Bend County, Texas met with the following present:

DRAINAGE DISTRICT BOARD

AS PER ORIGINAL

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____
Release \$ _____,

Receipt # _____
Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____
Release \$ _____,

Receipt # _____
Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____
Release \$ _____,

Receipt # _____
Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____
Release \$ _____,

Receipt # _____
Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Rosenberg B&T
Pledged \$ 150,000,
Bel San Antonio Airport
Receipt # 647848
Due Date 7/1/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Rosenberg B&T
Pledged \$ 100,000.00
Bel James Ind. School Dist.
Receipt # 647835
Date 8/1/93

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Rosenberg B&T
Pledged \$ 150,000.00
Plano Texas Gen. Obl.
Receipt # 647840
Due Date 6/1/88

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Rosenberg B&T
Pledged \$ 100,000.00,
Granison Co. Perm. Imp
Receipt # 647837
Due Date 7/1/96

00234

0023

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release \$ _____

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release \$ _____

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release \$ _____

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release \$ _____

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Rosenberg B&T

Pledged \$ 100,000.00

Dallas Co. Hospital Dist

Receipt # 647833

Due Date 3/1/97

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Rosenberg B&T

Pledged \$ 100,000.00

San Antonio Oblig. Bd

Receipt # 647844

Due Date 12/15/91

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Rosenberg B&T

Pledged \$ 100,000.00

San Antonio ^{Electric & Gas} _{Power Imp. Bd}

Receipt # 647846

Due Date 2/1/95

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Rosenberg B&T

Pledged \$ 200,000.00

Northside Ind. School Dist

Receipt # 650046

Date 8/1/92

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____
Release \$ _____,

Receipt # _____
Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Rosenberg BET
Pledged \$ 100,000.00,
Rosenberg Gen. Oblig. Bd
Receipt # 647842
Due Date 3/1/90

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____
Release \$ _____,

Receipt # _____
Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____
Pledged \$ _____,

Receipt # _____
Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____
Release \$ _____,

Receipt # _____
Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____
Pledged \$ _____,

Receipt # _____
Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____
Release \$ _____,

Receipt # _____
Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____
Pledged \$ _____,

Receipt # _____
Due Date _____

0029

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve line item transfers in budget for the following departments: (Recorded in minutes in full)

FM/LR PRECINCT #2
ROAD & BRIDGE PRECINCT #2
CONSTABLE PRECINCT #3
BUILDING MAINTENANCE
BAIL BOND BOARD
JUVENILE PROBATION

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve request for out-of-town travel to the following departments as presented. (Recorded in minutes in full)

MARTIN CARDEN (FAMILY DISTRICT COURT)
COUNTY JUDGE
JUSTICE OF PEACE PRECINCT 4

5. MRS. BETTY ANHAISER, RE: MOVING HISTORICAL MARKER OF MIRABEAU LAMAR TO COURTHOUSE GROUNDS, AND TRIBUTE TO JANE LONG LOCATED ON COURTHOUSE GROUNDS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to authorize moving historical marker of Mirabeau Lamar from roadside park to Fort Bend County Courthouse grounds.

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to support the Fort Bend County Historical Society efforts to place a tribute (statue or marker) to Jane Long on Fort Bend County Courthouse grounds.

Betty Anhaiser representing Fort Bend County Historical Society request moving historical marker of Mirabeau Lamar to Courthouse grounds, and tribute to Jane Long located on Courthouse grounds.

6. SHERIFF GUS GEORGE, RE: REQUEST AUTHORIZATION FOR NEW AGREEMENTS BETWEEN SHERIFF'S DEPT. AND CITIES WITHIN FORT BEND COUNTY FOR THE HOUSING OF PRISONERS; AND REQUEST APPROVAL OF RESERVE DEPUTY, ESNO ECHOLS JR:

Request authorization for new agreements between Sheriff's Dept. and cities within Fort Bend County for the housing of prisoners:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize an agreement with all municipalities in Fort Bend County to house prisoners at a cost of \$20.00 per day effective January 1, 1986 with the addition of Cities of Thompson and Pleak. (Recorded in minutes in full)

Gus George request signing an agreement with all municipalities in Fort Bend County to house prisoners at an increased cost.

Request approval of reserve deputy, Esno Echols Jr.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Esno Echols Jr. as a reserve deputy with the Sheriff's Department. (Recorded in minutes in full)

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1983

On this the 4th day of November, 1985 at a Regular Session of the Commissioners' Court the following members being present;

- Jodie Stavinoha----- COUNTY JUDGE
- Johnnie Pustka----- COMMISSIONER PRECINCT # 1
- Ben Denham----- COMMISSIONER PRECINCT # 2
- Alton Pressley----- COMMISSIONER PRECINCT # 3
- Bob Lutts----- COMMISSIONER PRECINCT # 4
- Diane Wilson----- COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on December, 1984 the Court heard and approved a budget for the year 1985 for Fort Bend County; and


WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985 adopted December

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:

F/M & L/R	DEPT.	FROM	TO	INCREASE (DECREASE)
12-06-0062-4010	Fees & Service	\$15,000.00	\$13,625.20	(\$1,374.80)
12-06-0062-5000	Unclassified	5,000.00	4,742.42	(257.58)
12-06-0062-7005	Gas and Oil	90,000.00	65,000.00	(25,000.00)
12-06-0062-7007	Repairs and Parts	90,000.00	80,000.00	(10,000.00)
12-06-0062-5031	Road Materials	887,749.36	924,381.74	36,632.38

DATE: Nov. 4, 1985
DEPT. HEAD 

THE COUNTY OF FORT BEND

BY: JODIE STAVINOKA, COUNTY JUDGE BEN DENHAM, COMMISSIONER PCT. # 2
JOHNNIE PUSTKA, COMMISSIONER PCT. # 1 ALTON PRESSLEY, COMMISSIONER PCT # 3
BOB LUTTS, COMMISSIONER PCT. # 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1983

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- Jodie Stavinoha----- COUNTY JUDGE
- Johnnie Pustka----- COMMISSIONER PRECINCT # 1
- Ben Denham----- COMMISSIONER PRECINCT # 2
- Alton Pressley----- COMMISSIONER PRECINCT # 3
- Bob Lutts----- COMMISSIONER PRECINCT # 4
- Diane Wilson----- COUNTY CLERK

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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:

F/M & L/R	DEPT.	FROM	TO	INCREASE (DECREASE)
12-06-0062-4010	Fees & Service	\$15,000.00	\$13,625.20	(\$1,374.80)
12-06-0062-5000	Unclassified	5,000.00	4,742.42	(257.58)
12-06-0062-7005	Gas and Oil	90,000.00	65,000.00	(25,000.00)
12-06-0062-7007	Repairs and Parts	90,000.00	80,000.00	(10,000.00)
12-06-0062-5031	Road Materials	887,749.36	924,381.74	36,632.38

DATE: Nov. 4, 1985
 DEPT. HEAD: *[Signature]*

THE COUNTY OF FORT BEND
 BY: *[Signature]*
 JODIE STAVINOKA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. # 2

JOHNNIE PUSTKA, COMMISSIONER PCT. #1

ALTON PRESSLEY, COMMISSIONER PCT # 3

BOB LUTTS, COMMISSIONER PCT. # 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1983

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- Jodie Stavinoha----- COUNTY JUDGE
- Johnnie Pustka----- COMMISSIONER PRECINCT # 1
- Ben Denham----- COMMISSIONER PRECINCT # 2
- Alton Pressley----- COMMISSIONER PRECINCT # 3
- Bob Lutts----- COMMISSIONER PRECINCT # 4
- Diane Wilson----- COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on December, 1984 the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985 adopted December

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:

Road & Bridge	DEPT.	FROM	TO	INCREASE (DECREASE)
08-02-0062-1010	Property & Equipment	\$433,100.00	\$439,600.00	\$6,500.00
08-02-0062-3020	Rentals	15,000.00	9,500.00	(5,500.00)
08-02-0062-2000	Utilities	15,000.00	19,000.00	4,000.00
08-02-0062-4010	Fees and Service	50,000.00	30,000.00	(20,000.00)
08-02-0048-7002	Treasures Commission	4,000.00	- 0 -	(4,000.00)
08-02-0048-7006	Tires and Tubes	8,000.00	8,500.00	500.00
08-02-0048-5031	Road Materials	100,000.00	118,500.00	18,500.00

DATE: Nov. 4, 1985
DEPT. HEAD: 

THE COUNTY OF FORT BEND

BY: _____ JODIE STAVINOHA, COUNTY JUDGE BEN DENHAM, COMMISSIONER PCT. # 2

_____ JOHNNIE PUSTKA, COMMISSIONER PCT.#1 ALTON PRESSLEY, COMMISSIONER PCT # 3

_____ BOB LUTTS, COMMISSIONER PCT. # 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1983

On this the 4th day of November, 1985 at a Regular Session of the Commissioners' Court the following members being present;

Jodie Stavinoha----- COUNTY JUDGE
 Johnnie Pustka----- COMMISSIONER PRECINCT # 1
 Ben Denham----- COMMISSIONER PRECINCT # 2
 Alton Pressley----- COMMISSIONER PRECINCT # 3
 Bob Lutts----- COMMISSIONER PRECINCT # 4
 Diane Wilson----- COUNTY CLERK

The following proceedings were had, to-wit:
 THAT WHEREAS, theretofore, on December, 1984 the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985 adopted December

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:

Road & Bridge	DEPT.	FROM	TO	INCREASE (DECREASE)
08-02-0062-1010	Property & Equipment	\$433,100.00	\$439,600.00	\$6,500.00
08-02-0062-3020	Rentals	15,000.00	9,500.00	(5,500.00)
08-02-0062-2000	Utilities	15,000.00	19,000.00	4,000.00
08-02-0062-4010	Fees and Service	50,000.00	30,000.00	(20,000.00) <i>27500</i>
08-02-0048-7002	Treasures Commission	4,000.00	- 0 -	(4,000.00)
08-02-0048-7006	Tires and Tubes	8,000.00	8,500.00	500.00
08-02-0048-5031	Road Materials	100,000.00	118,500.00	18,500.00

DATE: Nov. 4 1985

DEPT. HEAD: *[Signature]*

THE COUNTY OF FORT BEND

BY: *[Signature]*
 JODIE STAVINOHIA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. # 2

JOHNNIE PUSTKA, COMMISSIONER PCT. # 1

ALTON PRESSLEY, COMMISSIONER PCT # 3

BOB LUTTS, COMMISSIONER PCT. # 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 4th day of November, 1985, at a Regular Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>Constable Pct. #3</u>	DEPT.	FROM	TO	INCREASE (DECREASE)
0701	CONFERENCES/SEMINARS	331.51	0	(331.51)
4011	UNIFORMS	48.77	380.28	331.51

DATE: 10/31/85

DEPARTMENT HEAD: [Signature]

THE COUNTY OF FORT BEND

BY: [Signature]
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 4th day of November, 1985, at a Regular Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

	DEPT	FROM	TO	INCREASE (DECREASE)
2019	<u>Building Maint</u> Repairs + Maint./Mtr. Eq'pt	<u>3000.00</u>	<u>2300.00</u>	<u>(700.00)</u>
4010	<u>Fees + Services</u>	<u>3000.00</u>	<u>3700.00</u>	<u>700.00</u>

DATE: 10/30/85

DEPARTMENT HEAD: George Brown

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 4th day of November, 1985, at a regular Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

Bail Bond Board	DEPT.	FROM	TO	INCREASE (DECREASE)
# 0039 Office Supplies	1062	\$1,809.07	\$1,558.07	(\$251.00)
Property & Equip	1010	00	251.00	\$251.00

DATE: October 29, 1985

DEPARTMENT HEAD: Mary Lynn Chesshire
Mary Lynn Chesshire

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 11th day of December, 1985, at a Regular Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>Juvenile Probation</u>	<u>DEPT.</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
Fees & Services				
10-50-0018-4010		\$2641.50	\$2491.50	(\$150.00)
 Conference		-0-	\$150.00	\$150.00

DATE: 10-28-85

DEPARTMENT HEAD: Sterling Moore

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: Date of Departure 11/7/85 5:00 p.m.
Date of Return 11/9/85 9:00 a.m.

Purpose of Trip: Family law conference attendance
@ St. Mary's Law School - judicial continuing legal education

Places to be Visited: San Antonio

Mode of Transportation
(State whether by personal auto, airline, etc.) personal auto

Martin Dale Carden
Name

10/30/85
Date

Magistrate - 328th District Court
Title

Approved: [Signature]

Approved: Commissioners' Court
[Signature]
County Judge

Date

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied by~~ the following persons:

Jodie E. Stavinoha

Period: Date of Departure December 9

Date of Return December 12

Purpose of Trip: 1985 County Judges' Education Course

Places to be Visited: Austin, Texas

Mode of Transportation
(State whether by personal auto, airline, etc.)

Personal Auto

Jodie Stavinoha
Name
County Judge
Title

10-31-85
Date

Approved: Commissioners' Court

J. Stavinoha
County Judge

Date

Agenda
00247

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Period: _____ Date of Departure 12 NOV 85

Date of Return 15 NOV. 85

Purpose of Trip: ATTEND J.P. School

Places to be Visited: ARLINGTON TX

Mode of Transportation
(State whether by personal auto, airline, etc.)

PERSONAL AUTO

James C. Aboff
Name

30 OCT. 85
Date

Justice of the Peace 4
Title

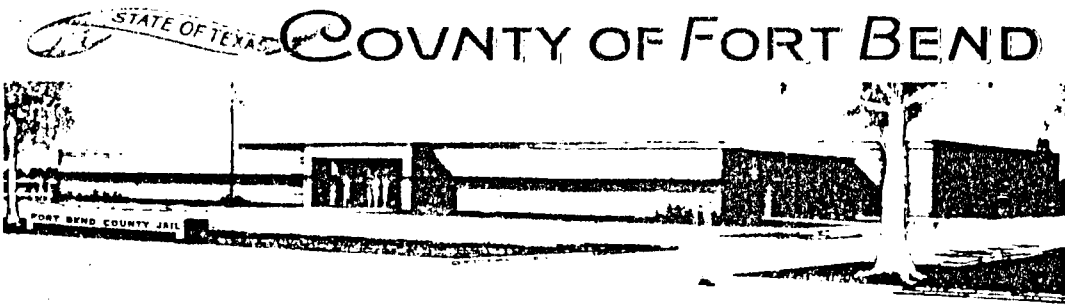
Approved: Commissioners' Court

J. Stavinha
County Judge

Date

#6(A)

00248



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

October 29, 1985

Honorable Jodie Stavinoha, County Judge
Commissioner Johnnie Pustka, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

Request Commissioners Court authorize the preparation of agreements between Fort Bend County and the Cities listed below for the housing of City prisoners in the Fort Bend County Jail.

Arcola
Beasley
Fulshear
Katy
Kendleton
Meadows
Missouri City
Needville
Richmond
Rosenberg
Stafford
Sugar Land

It is requested that all contracts cover a period from January 1, 1986 thru December 31, 1986.

Your favorable consideration of this request is appreciated.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gus George".

Gus George
Sheriff

GG/jj
enclosure

cc: Mr. Larry Waqenbach

THE STATE OF TEXAS I KNOWN ALL MEN BY THESE PRESENT:
COUNTY OF FORT BEND I

That, WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has entered into a contract with the City of _____, for the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and pursuant to Article 4413-32c Interlocal Cooperation Act, and;

WHEREAS, the City of _____, acting by and through its duly elected governing body has determined that it would be of material benefit of said City to provide for such care of said prisoners, and;

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said city all prisoners under the terms and conditions and for the consideration hereinafter set out;

It is therefore agreed by and between FORT BEND COUNTY, TEXAS, acting herein by and through its duly authorized Commissioners' Court hereinafter styled the "County" and the City of _____, each acting by and through its duly authorized governing body hereinafter styled the "City", as follows;

I.

The County agrees that the Sheriff of Fort Bend County, Texas, will on and after the effective date of this instrument, accept from the duly authorized law enforcement officers of the City all persons who under the law of the State of Texas, are prisoners of the respective city. For definition purposes, a City prisoner shall mean those persons charged only with a violation of city ordinances and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the City of _____, Fort Bend County, Texas. The Sheriff may, but will not be obligated to, accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said City prisoners in the County jail subject to the orders of the duly authorized Municipal Courts of said City.

The County and the City further agree that once a city prisoner is accepted and committed to the County jail, the Sheriff or his deputy in charge of admissions, will release a City prisoner only when the discharge of the City prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize the County or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

A. (1) It is agreed and understood by the County and the City that the Sheriff or his deputy in charge of admissions at the County jail, shall determine, upon presentation of any City prisoner at the County jail, whether or not at that time, the City prisoner shall be accepted into the County jail or transported to the nearest hospital. The County Sheriff or his deputy may refuse to accept an injured or ill City prisoner when in the judgement of the County Sheriff or his deputy, medical attention is necessary before confinement.

B. (2) It is further agreed that during the confinement of any City prisoner in the County jail, the County, acting by and through the County Sheriff or his deputy, will provide all necessary medical treatment and hospitalization for all City prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all such medical care, treatment and hospitalization is strictly the responsibility of said City, and should any such expense be incurred by the County, the City will reimburse the County for same upon request.

C. (3) The County acting by and through the County Sheriff or his deputy agrees that the Fort Bend County Sheriff Department will not guard any City prisoner who is to be transported to any hospital. Once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a guard for their prisoner.

IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court. A commitment from the Municipal Court will be obtained on each City prisoner within a period of twenty-four (24) hours and will be given to County jail personnel.

Such Court excludes weekends and holidays. When a City prisoner is removed from the confines of the County jail by a City police officer, the County releases and assumes no further responsibility for that City prisoner until such time that the prisoner is returned to the County jail by a City police officer. City prisoners returned to jail after court, must have proper commitment forms prior to their being placed back into the County jail for confinement. City agrees that final bookout procedure be accomplished at the County jail for any final release of said City prisoner.

V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of \$ _____ per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County. For purposes of this agreement, confinement on any calendar day regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed and not dismissed at a later date.

VI.

On or before the first day of January each year, the County will notify the City in writing by letter from the County Judge to the Mayor of the City of _____, the daily rate as determined by the Commissioners' Court for the care, custody and housing of said prisoners and unless said rate is rejected by said City in writing within sixty (60) days said new rate per day will be the rate to be charged for the ensuing twelve (12) month period.

VII.

This contract may be terminated by either party at any time by written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain other than that which has accrued before termination.

VIII.

City agrees to save and hold harmless SHERIFF and COUNTY, and SHERIFF'S successors in office, from any claims for damages for which SHERIFF or COUNTY may be held liable to a City prisoner because of the acts or omissions of any CITY employee. County agrees to save and hold CITY harmless for any claim for damages for which CITY may be held liable to any CITY prisoner because of the acts or omissions of any COUNTY employee.

IX.

The execution of this contract and the payment herein provided for are authorized by proper Resolutions and Orders, duly adopted by the Commissioners' Court of Fort Bend County, Texas, the City of _____, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part thereof.

The effective date of this contract shall be the 1st day of January, 19 86.

Executed in triplicate originals by Order of the Commissioners' Court of Fort Bend County, Texas, and by order of the City Council of the City of _____, Texas, on this the _____ day of _____, 19 ____.

FORT BEND COUNTY

BY _____
COUNTY JUDGE

COMMISSIONER, PRECINCT NO. 1

COMMISSIONER, PRECINCT NO. 2

COMMISSIONER, PRECINCT NO. 3

COMMISSIONER, PRECINCT NO. 4

ATTEST

COUNTY CLERK

City of _____, Texas

BY _____
MAYOR

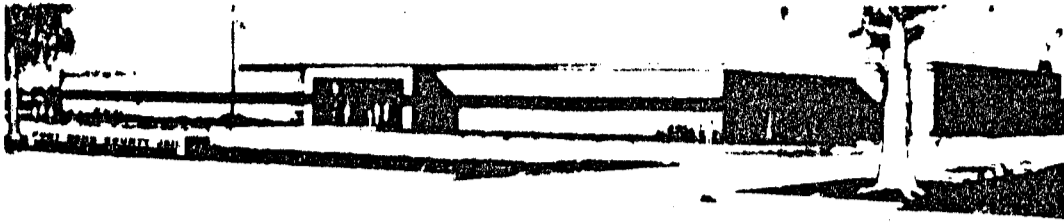
ATTEST

CITY SECRETARY

00254

0029

STATE OF TEXAS
COUNTY OF FORT BEND



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

November 6, 1985

Hon. Jodie E. Stavinoha, County Judge
Hon. Johnnie Pustka, Commissioner Prct.1
Hon. Ben Denham, Commissioner Prct.2
Hon. Alton Pressley, Commissioner Prct.3
Hon. Bob Lutts, Commissioner Prct.4

Gentlemen:

Per your instructions, I have sent the attached letter to the following police chiefs and town marshalls within Fort Bend County:

Arcola	Pleak
Beasley	Richmond
Fulshear	Rosenberg
Katy	Simonton
Kendleton	Stafford
Meadows	Sugar Land
Missouri City	Thompsons
Needville	

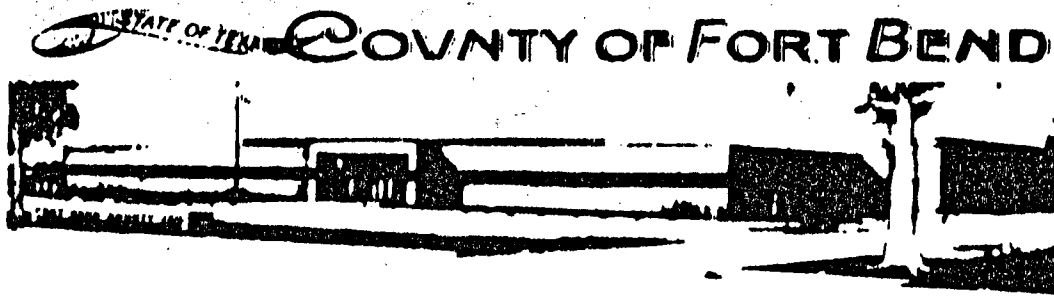
Sincerely,

Gus George
Sheriff

GG/en
Attachment

cc: Mr. Larry Wagenbach

00255



713/542-6116

GUS GEORGE, SHERIFF
1410 Harrison Road
Richmond, Texas 77469

November 5, 1985

Butch Gore, Chief
Richmond Police Department
112 Jackson
Richmond, Texas 77469

Dear Chief Gore,

On October 4, 1985, the Fort Bend County Sheriff Department was instructed by the Fort Bend County Commissioners' Court to advise all municipalities within Fort Bend County of the intent to require new contracts effective January 1, 1986 for the care and custody of City prisoners. For definition purposes, a City prisoner shall mean those charged only with a violation of City Ordinances and State Laws which are classified as Class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the City.

Mr. Larry Wagenbach, Assistant District Attorney will be forwarding to your City Council the new contract within a few days. This contract must be approved and returned to Mr. Wagenbach no later than December 11, 1985, so that it may be acted upon by the Fort Bend County Commissioners' Court.

I am requesting that you advise your City Council of the forthcoming of this contract and the need for the execution of the contract, not only by your City Council but also the Fort Bend County Commissioners' Court prior to January 1, 1986.

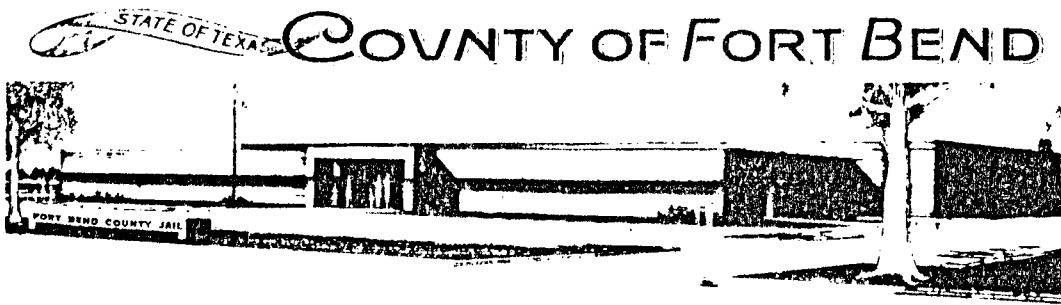
Sincerely,

A handwritten signature in cursive script, appearing to read "Gus George".

Gus George
Sheriff

#6
(b)

00256



713/342-6116

0029

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

October 31, 1985

Hon. Jodie E. Stavinoha, County Judge
Hon. Johnnie Pustka, Commissioner Prct.1
Hon. Ben Denham, Commissioner Prct.2
Hon. Alton Pressley, Commissioner Prct.3
Hon. Bob Lutts, Commissioner Prct.4

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, November 4, 1985.

Appointment of Esno Echols, Jr. as Reserve Deputy with the Fort Bend County Sheriff Department.

This office has completed an extensive background check on the above individual and recommends appointment. Mr. Richard Selleh, Personnel Coordinator, has also completed a check on this individual and concurs with our recommendation.

Your favorable consideration of this request will be appreciated.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gus George". The signature is written in dark ink and is positioned above the typed name of the signatory.

Gus George
Sheriff

GG/en

cc: Mr. Richard Selleh
Mr. Jed Walzel
Chief P. R. Hillegeist

00257

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Officer
P. O. Box 326
Richmond, Texas 77469
Phone (713) 342-3411 Ext. 211

0029

Oct. 28, 1985

Mr. Gus George:
Sheriff
1410 Ransom Road
Richmond, Texas 77469

Dear Mr. George:

I have checked Mr. Esno Echols Jr. work history and have no problem with Mr. Echols becoming a reserve officer for your department.

Sincerely,

Richard Selleh

Richard Selleh
Personnel Director

0029

7. MS. WANDA WOODS, THE BLOOD CENTER, RE: PRESENTATIONS OF PLAQUES FOR VARIOUS COUNTY DEPARTMENTS:

Wanda Woods presented Blood Donor plaques to:

COUNTY CLERK'S OFFICE
COUNTY COURTHOUSE
COUNTY ANNEX

8. DANIEL KOSLER, E.M.S. DIRECTOR, RE: CONSIDER APPROVAL OF BOY SCOUTS EXPLORER POST:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve the organization of Boy Scouts Explorer Post at the Emergency Medical Service Building on Hwy. 36.

Mike Dunnell representing Boy Scout of America, Sam Houston Council and Daniel Kosler E.M.S. Director discussed the creation of a Boy Scout Explorer Post at the Emergency Medical Building on Hwy. 36.

9. AMEND BUDGET IN FEES & SERVICES FOR 240TH DISTRICT COURT:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to authorize amendment of \$40,000 to Fees & Services for 240th District Court. Funds to come from Contingency Fund - an emergency is declared.

Gloria Bradley request amendment to Fees & Services 240th District Court.

10. CONSTABLE RICHARD PRING, PRECINCT 4, RE: REQUEST APPROVAL OF ONE ADDITIONAL DEPUTY TO INCLUDE SALARY, CAR ALLOWANCE AND UNIFORM TO BE EFFECTIVE 11-9-85:

Commissioners' Court recommended that Constable Pring come before Commissioners' Court during the November 14 Public Budget Hearing to request additional deputies.

Constable Richard Pring request one additional full time deputy effective November 9, 1985.

11. APPROVE 1986 LEASE FOR JUSTICE OF THE PEACE PRECINCT 4 OFFICE SPACE:

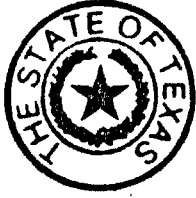
Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve lease of office space for Justice of the Peace Precinct #4 at .95¢ per sq. ft. at approximately 1700 sq. ft. located at 939 Eldridge Rd. effective January 1, 1986.

12. ACCEPT FINAL CHECK FROM PALACIOS I.S.D. AND REBUDGET INTO COUNTY CLERK'S SALARY LINE ITEM:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept \$117.60 from Palacios I.S.D. and rebudget into County Clerk's salary line item.

13. CONSIDER RESOLUTION TO PARTICIPATE IN THE STATE COOPERATIVE PURCHASING PROGRAM:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve resolution to participate in the State Cooperative Purchasing Program. (Recorded in minutes in full)



The Office Of
RICHARD PRING
CONSTABLE

00259



10
0029

November 01, 1985

Judge Stavinoha
Commissioner Putska
Commissioner Denham
Commissioner Pressley
Commissioner Lutts

Present needs and responsibilities that can no longer be ignored or postponed require me to come before you today for your support. The past three months have required my working six day weeks, both day and night shifts in an effort to keep current. My deputy has become almost totally restrained by Executions, which at this time are over \$125,000.00. My Reserve Force has averaged 27.5 hours per man per month and have driven 2,800 miles in their private cars in an effort to support my department.

Last month with the appointment of Judge Adolphus brought the request for a Bailiff during jury trials. Also, out of Justice Court I have warrants totalling \$8,000.00 in fines that have not been worked due to lack of help. Presently in Judge Adolphus' office are complaints totalling approximately \$75,000.00 that have not been cleared due to no active Warrant Officer.

The 1986 budget has a request for two additional Deputies and two cars. I need your support in approving one deputy with salary, car allowance and uniform allowance to start November 09, 1985 and continue through 1986 as one of my two requested Deputies.

The cost of this Deputy is approximately \$5,000.00, which will include salary, benefits, car and uniform allowance from November 09, 1985 through December 31, 1985.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Pring".

Richard Pring
Constable Precinct Four

RP/ck

cc;file

00260

12

0023

ORIGINAL DEPOSIT • WARRANT TREASURER'S OFFICE • FORT BEND COUNTY, TEXAS

THE TREASURER OF
FORT BEND COUNTY, TEXAS

IS AUTHORIZED TO RECEIVE FROM COUNTY CLERK

THE SUM STATED BELOW AND CREDIT TO ACCOUNT OF THE RESPECTIVE FUNDS NAMED HEREON.

AMOUNT RECEIVED 117.60 CASH CHECK # 10386

DESCRIPTION: FOR REIMBURSEMENT FOR CETA EMPLOYEES BY PALACIOS INDEPENDENT SCHOOL DISTRICT

TEMP. EMERGENCY RELIEF PROGRAM	04	LTD TAX JAIL BDS SERIES '79	58
DA U R E S A FUND	05	UTRB SERIES 62-66	60
DA BAD CK COLLECTION FEE ACCT	06	CJPF	68
ENTEX CONTRIBUTION FUND	07	DEPT. OF PUBLIC SAFETY FEE FD	72
ROAD AND BRIDGE	08	VOTER REGISTRATION FUND	74
ROAD AND BRIDGE PCT. #1	0801	FBC TAX COLLECTORS FUND	78
ROAD AND BRIDGE PCT. #2	0802	LEOSE	82
ROAD AND BRIDGE PCT. #3	0803	FBC DRG DIST DRY CRK BRIDGE FD	94
ROAD AND BRIDGE PCT. #4	0804	FBC JUVENILE PROBATION	96
H. L. & P. ASSISTANCE FUND	09	ADULT PROB. I. S. P.	97
GENERAL	10 117.60	INSURANCE ESCROW	98
FARM TO MARKET AND LATERAL RD.	12	FBC DISTRICT ADULT PROBATION	99
LATERAL ROAD	14		
BAIL BOND SECURITIES FUND	15		
COUNTY LAW LIBRARY	16		
FICA RECOVERY FUND	17		
LAW ENFORCEMENT ACADEMY FUND	18		
RABBS BAYOU FUND	19		
CAPITAL IMPROVEMENTS	21		
ROAD BOND AVAILABLE FUND	22		
BRISCOE CANAL FLUME CROSSING	23		
LIBRARY BUILDING AVAILABLE	24		
LOWER OYSTER CREEK FUND	25		
TARA ROAD FUND PCT 1	27		
AMBULANCE PARAMEDICS	28		
MARGINE PUSTKA MEMORIAL FUND	29		
D A SUPPLEMENTAL SALARY	30		
MARY E. GRILLO MEMORIAL FUND	31		
LIBRARY DONATION ACCOUNT	32		
DRAINAGE DISTRICT MAINT.	34		
MISSION WEST PARK PCT #3	36		
REVENUE SHARING	44		
FBC PAYROLL FUND	50		
CVCF	52		
CTHSE IMPROV CERT OF OBLG	56		

RICHMOND, TEXAS 10/29/85, 19

I have received from the above named person the sum of

ONE HUNDRED SEVENTEEN AND 60/100 Dollars (\$ 117.60)

which I have this day accepted for deposit to the above mentioned fund.

KATHY HYNSON

COUNTY TREASURER

By ROBERTA PHILIPS

DEPUTY TREASURER

No 010413

Treasurer's Receipt

13
RESOLUTION

00261

0029

STATE OF TEXAS
COUNTY OF FORT BEND

X
X
X

TO THE STATE PURCHASING AND
GENERAL SERVICES COMMISSION

W H E R E A S, The Commissioners Court of Fort Bend County, Texas, pursuant to the authority granted by Article 664-7, Vernon's Texas Civil Statutes, as amended, desires to participate in certain below described purchasing programs of the State Purchasing and General Services Commission, and

W H E R E A S, the said Commissioners Court is of the opinion that participation in these programs will be highly beneficial to the taxpayers of Fort Bend County, Texas through the anticipated savings to be realized;

NOW, THEREFORE BE IT RESOLVED, that the Commissioners Court of Fort Bend County does hereby request the State Purchasing and General Services Commission to include its stated need for items on the attached list, on the Commission's annual contracts for those items, whereby the Commissioners Court may be allowed to purchase those items from the annual contract in question; and that John J. Hammett, Purchasing Agent, is hereby authorized and directed to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of Fort Bend County.

I hereby certify that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the Commissioners Court of Fort Bend County at a meeting thereof held on the 4th day of November, 1985, and that the same now appears of record in my office.

In witness whereof, I have hereunto set my hand and affixed my official seal this 4th day of NOVEMBER, 1985.

BY: Jodie E. Stavinoha
JODIE E. STAVINOKA, COUNTY JUDGE
Typed Name & Title

FORT BEND COUNTY
Name of Local Government
JOHN J. HAMMETT
Name of Custodian of Record
Purchasing Agent
Title of Custodian of Record

00262

ATTACHMENT TO RESOLUTION
COMMISSIONERS COURT FORT BEND COUNTY
NOVEMBER 4, 1985

0029

<u>CONTRACT CLASS NO.</u>	<u>DESCRIPTION</u>
015	ADDRESS, MACHINE SUPPLIES
060	AUTO PARTS
075	SHOP EQUIPMENT
165	KITCHEN EQUIPMENT
175	LAB SUPPLIES
193	REAGENTS
205	DATA PROCESSING ACCESSORIES
270	PHARMACEUTICALS
271	I.V. SOLUTIONS
310	ENVELOPES
340	FIRE PROTECTION SUPPLIES
345	FIRST AID EQUIPMENT
395	CONTINUOUS FORMS
425	WOOD DESK
426	VERTICAL FILING CABINETS
430	GASES
485	JANITORIAL SUPPLIES
525	LIBRARY SUPPLIES
575	MICROFILM EQUIPMENT
600	OFFICE MACHINES
615	OFFICE SUPPLIES
640	PAPER PRODUCTS, DISPOSABLE
645	PAPER FOR OFFICE
665	BAGS, POLYETHYLENE
725	TELEPHONE EQUIPMENT
803	INTERCOM EQUIPMENT
832	TAPE: CARTON SEALING
863	TIRES & TUBES
880	VISUAL EDUCATION EQUIPMENT

R E S O L U T I O N

STATE OF TEXAS)
)
COUNTY OF _____)

TO THE STATE PURCHASING AND
GENERAL SERVICES COMMISSION

WHEREAS, The Commissioners Court of Fort Bend County, Texas, pursuant to the authority granted by Article 664-7, Vernon's Texas Civil Statutes, as amended, desires to participate in certain below described purchasing programs of the State Purchasing and General Services Commission, and

WHEREAS, the said Commissioners Court is of the opinion that participation in these programs will be highly beneficial to the taxpayers of Fort Bend County, Texas through the anticipated savings to be realized;

NOW THEREFORE BE IT RESOLVED that the Commissioners Court of Fort Bend County does hereby request the State Purchasing and General Services Commission to include its stated need for items on attached list on the Commission's annual contracts for those items from the annual contract for those items, whereby the Commissioners Court may be allowed to purchase those items from the annual contract in question; and that John J. Hammett, Purchasing Agent, is hereby authorized and directed to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of Fort Bend County.

I hereby certify that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the Commissioners Court of Fort Bend County at a meeting thereof held on the 4th day of November, 1985, and that the same now appears of record in my office.

In witness thereof, I have hereunto set my hand and affixed my official seal this _____ day of _____, 19__.

By: _____
(Signature)

(Name of Local Government)

(Name and Title of Official Signing)

(Name of Custodian of Record)

(Title of Custodian of Record)

00264

ATTACHMENT TO RESOLUTION
COMMISSIONERS COURT FORT BEND COUNTY
NOVEMBER 4, 1985

<u>CONTRACT CLASS NO.</u>	<u>DESCRIPTION</u>
015	ADDRESS, MACHINE SUPPLIES
060	AUTO PARTS
075	SHOP EQUIPMENT
165	KITCHEN EQUIPMENT
175	LAB SUPPLIES
193	REAGENTS
205	DATA PROCESSING ACCESSORIES
270	PHARMACEUTICALS
271	I.V. SOLUTIONS
310	ENVELOPES
340	FIRE PROTECTION SUPPLIES
345	FIRST AID EQUIPMENT
395	CONTINUOUS FORMS
425	WOOD DESK
426	VERTICAL FILING CABINETS
430	GASES
485	JANITORIAL SUPPLIES
525	LIBRARY SUPPLIES
575	MICROFILM EQUIPMENT
600	OFFICE MACHINES
615	OFFICE SUPPLIES
640	PAPER PRODUCTS, DISPOSABLE
645	PAPER FOR OFFICE
665	BAGS, POLYETHYLENE
725	TELEPHONE EQUIPMENT
803	INTERCOM EQUIPMENT
832	TAPE: CARTON SEALING
863	TIRES & TUBES
880	VISUAL EDUCATION EQUIPMENT



STATE OF TEXAS

STATE PURCHASING AND GENERAL SERVICES COMMISSION
LYNDON BAINES JOHNSON STATE OFFICE BUILDING
P.O. Box 13047 CAPITOL STATION
AUSTIN, TEXAS 78711

00265

09/20/85

THE HONORABLE JODIE STAVINOH
COUNTY JUDGE, FCRT BEND CCUNTY
RICHMOND, TX. 77469

RE: COOPERATIVE PURCHASING PROGRAM
ARTICLE 664-7, V.T.C.S

GENTLEMEN:

LOCAL GOVERNMENTS DESIRING TO PARTICIPATE IN A COOPERATIVE PURCHASING PROGRAM WITH THE STATE OF TEXAS ARE REQUIRED TO HAVE ON FILE WITH THE STATE PURCHASING AND GENERAL SERVICES COMMISSION A RESOLUTION FROM THEIR GOVERNING BODY INDICATING THEIR INTENT TO PURCHASE UNDER SPECIFIC STATE CONTRACTS. WE HAVE YOUR RESOLUTION ON FILE AND YOU ARE CURRENTLY PARTICIPATING IN THE PROGRAM. ARTICLE 664-7, V.T.C.S., REQUIRES THE RESOLUTION BE RENEWED ANNUALLY. ACCORDINGLY, A NEW RESOLUTION IS NOW REQUIRED ON THE CONTRACTS LISTED BELOW BY COMMODITY CLASS NUMBER:

015	070	205	270	271	273	310
340	345	395	465	475	485	525
575	600	615	640	665	863	

FOR YOUR CONVENIENCE WE HAVE ATTACHED A SAMPLE RESOLUTION WHICH MAY BE USED FOR THIS PURPOSE. YOUR IMMEDIATE ATTENTION TO THIS MATTER WILL BE APPRECIATED.

YOURS TRULY,

HERB GERSBACH
DIRECTOR OF PURCHASING

0029
 14. ACCEPT BID ON PRINTING 115,000 VOTER REGISTRATION CERTIFICATES:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, the Commissioners' Court finds that the lowest bid be awarded to Formcraft, Inc. in the amount of \$1,138.50 for 115,000 voter registration certificates, and the Court further finds that said bid meets all specifications. (Recorded in minutes in full)

15. CONSIDER APPLICATION FROM GULF COAST CABLE TV TO LAY CABLE CROSSING VILLAGE TRACE DR. IN QUAIL VILLAGE IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Gulf Coast Cable TV cable crossing Village Trace Dr. in Quail Village in Precinct 2. (Recorded in minutes in full)

16. CONSIDER APPLICATION FROM WARNER AMEX CABLE COMMUNICATIONS CO. TO LAY CABLE ACROSS LINDITA DR. IN MISSION BEND IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve application from Warner Amex Cable Communications Co. to lay cable across Lindita Dr. in Mission Bend in Precinct 3. (Recorded in minutes in full)

17. CONSIDER APPLICATION FROM ENTEX TO LAY PIPELINE CROSSING MARANATHA DRIVE IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Entex to lay pipeline crossing Maranatha Drive in Precinct 4. (Recorded in minutes in full)

18. CONSIDER APPLICATION FROM EXXON CORP. TO LAY COMMUNICATION CABLE CROSSING OILFIELD RD. & STEEP BANK CREEK IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Exxon Corp., to lay communication cable crossing Oilfield Rd. & Steep Bank Creek in Precinct 4. (Recorded in minutes in full)

19. 1:30 P.M. - OPEN BIDS FOR THE FOLLOWING: (1) BUILDING FOR PRECINCT 1 MAINTENANCE FACILITY (#85-58)M (2) STRIPING OF COUNTY ROADS (#85-59), (3) PLAIN PAPER RETRIEVAL READER/PRINTER (#85-67): AND OPEN PROPOSALS FOR WORD PROCESSORS (#85-87):

Open bids for building for Precinct #1 maintenance facility:

The following bids were presented Commissioners' Court for review.

- A) AMISTAD CONSTRUCTION
- B) BAILER CONSTRUCTION
- C) DRYMALLA CONSTRUCTION
- D) DYAD, INC.
- E) FERRIER CONSTRUCTION
- F) GENE D. LIGGIN, INC.
- G) JACO CONSTRUCTION
- H) LYNN WATKINS CONST.
- I) PINNACLE CONST.
- J) PYRAMID CONSTRUCTION
- K) STREET PETERS CONST.

79200
6200

#14

BID TABULATION FOR PRINTING 115,000 VOTER REGISTRATION CERTIFICATES WITH CARBON COPIES

COMPANY	PRICE PER THOUSAND	TOTAL PRICE	DELIVERY WITHIN	PRICE GUARANTEE	MEETS SPECS
Formcraft, Inc. P.O. Box 20330 Houston, TX	\$9.90 M	\$1,138.50	30 Days	30 Days	YES
Curtis 1000, Inc. P.O. Box 55188 Houston, TX	\$19.26 M	\$2,214.90	45 Days	30 Days	YES
UARCO 1445 N. Loop South Houston, TX	\$21.46 M	\$2,467.90	3 weeks after return of proof after 12 days	30 Days	YES
Graphic Vendors, Inc. P.O. Box 800232 Houston, TX	\$21.93 M	\$2,521.95	25 Days	30 Days	YES
Moore Paper CO. 100 Hogan Houston, TX	\$23.66 M	\$2,720.90	30 Days	30 Days	YES
Corporate Printing 5918 Pencay Oaks Houston, TX	\$25.57 M	\$2,940.55	3-4 Weeks	Not Stated	YES
Printers Touch, Inc. 14528 Hempstead Houston, TX	\$27.38 M	\$3,148.70	45 Days	60 Days	YES
Kwik-Kopy #115 722 Grillo Way Rosenberg, TX	\$49.09 M	\$5,645.00	30 Days	60 Days	YES

00268

#15

0029

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 4th day of November, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gulf Coast Cable T.V. dated 10/13/85, permit no. 80710 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 Commissioner Court of Fort Bend County, Texas, dated the 4th day of November, 19 85, 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 Denham, seconded by Commissioner Presley, 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 regulation order thereof.

BY Amby L. Kuder
 COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Eida Koster
 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.

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

TO COUNTY OF FORT BEND COMMISSIONERS COURT

Precinct No. 2 Key Map Ref. 611B Notification No. 80710 Grid No. 3245 Job # 131014

Formal notice is hereby given that Gulf Coast Cable TV. proposes to lay, construct, maintain and/or repair a cable, conduit, and/or pole line, under or 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)

Table with 4 columns: Road Name or Ditch Name, Distance & Direction From Nearest Intersection, Length of Crossing, Type of Construction (Bored, Jacked, Driven, Cased). Row 1: Village Trace Dr., 112' N. of Quail Village N. ROW at Village Trace Dr., 60', XX.

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

Table with 4 columns: Road Name or Ditch Name, Distance & Direction From Nearest Intersection, To, Distance. Row 1: Village Trace Dr. West ROW, 112' N. of Quail Village Dr., 142' N. of Quail Village Dr., 30'.

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, Under or Across 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 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners' Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.

Fort Bend County Engineering Dept. Post Office Box 1028 Rosenberg, Texas 77471 (713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: Gulf Coast Cable TV. AGENT and/or OWNER (accessible 24 hrs/day, 7 days/week) [Signature] (Signature) NAME & TITLE: Victor C. Vozzo, Jr., Manager (Please Print) DATE: 10/13/85 ADDRESS: 6015 Royalton (Street/P.O.Box) Houston Tx. 77081 City State Zip TELEPHONE NO. 662-7884

00270

#16

0029

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 4th day of November, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Warner Amex Cable Communications, Inc. dated 10/10/85, permit no. 80709 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 Commissioner Court of Fort Bend County, Texas, dated the 4th day of November, 19 85, 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 Pressley, seconded by Commissioner Denham, 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 regulation order thereof.

BY Amuly L. Kuch
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Koster
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.

00271

Appl. # EO 709

The following "Notice of Proposed Cable, Conduit and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioners' Court of Fort Bend County, Texas.

Karl E. Baker
Karl E. Baker, Assistant Engineer

Date

✓

(1) Complete Application Form

✓ a. Name of road, street and/or highway affected

✓ b. Map or plat showing course or direction

✓ c. Plans and specifications.

✓

(2) Bond

✓ Perpetual bond currently posted

-or-

Performance bond submitted in the amount of _____

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

TO COUNTY OF FORT BEND
 COMMISSIONERS COURT

Precinct No. 3
 Key Map Ref. 527M
 Notification No. 80709
 Map No. SW-D-34
 Job # 140026

Formal notice is hereby given that Warner Amex Cable Communications, Co. proposes to lay, construct, maintain and/or repair a cable, conduit, and/or pole line, under or 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 Name or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction			
			Bored	Jacked	Driven	Cased
Lindita Dr.	2' W. of Winkleman Rd. W. ROW at Lindita Dr.	60'	XX			

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

Road Name 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).

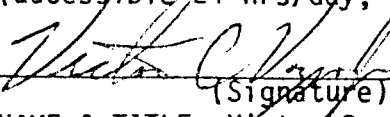
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, 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 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners' Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.

Fort Bend County Engineering Dept.
 Post Office Box 1028
 Rosenberg, Texas 77471
 (713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: Warner Amex Cable Communications Co.
 AGENT and/or OWNER
 (accessible 24 hrs/day, 7 days/week)

 (Signature)
 NAME & TITLE: Victor C. Vozzo, Jr., Manager
 (Please Print)
 DATE: 10/10/85
 ADDRESS: 6015 Royalton
 (Street/P.O.Box)
Houston Tx. 77081
 City State Zip
 TELEPHONE NO. 662-7884

17

00273

0029

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 4th day of November, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Entex, Inc. dated 10/22/85, permit no. 80711 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 Commissioner Court of Fort Bend County, Texas, dated the 4th day of November, 19 85, 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 Sutton, seconded by Commissioner Pressley, 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 regulation order thereof.

BY Amuly J. Kuchey
 COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
 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.

00274

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

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 80711
or Gas Distribution Line

Formal notice is hereby given that Entex, Inc., proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across the right of way of a County road or ditch within Fort Bend County, Texas as follows:
or Gas Distribution Line

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 Intersection	Length of : : Crossing	Type of Construction			
			Bored	Jacked	Driven	Cased
Maranatha Dr.	:218' West of the West :Property Line of Reserve "B1"	: 54'	: X	:	:	:

or Gas Distribution Line
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

A 3/4" gas distribution line with 36" cover to be operated at 20# psig.

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.) Entex drawing - UA-85175

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, Under, or Across 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 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.

Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: Entex, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week)

Arlen Williams
(Signature)

NAME & TITLE Arlen Williams - Dist. Manager
(Please Print)

DATE: October 22, 1985
ADDRESS 501 Morton St. - P. O. Box 319
(Street/P.O. Box)

Richmond, Tx. 77469
City State Zip

TELEPHONE NO: 342-6665

418

00275

0029

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 4th day of November, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Exxon Corp.

dated 10/21/85, permit no. 80708 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 Commissioner 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 Letts, seconded by Commissioner Pressley, 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 regulation order thereof.

BY Amely L. Kuchel
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
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.

00276

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. 4
PERMIT NO. 80708

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

Cable, ~~Cable~~ to Cross Following County Roads and/or Ditches
(Check Type of Construction)

Road or Ditch Name	Distance & Direction From : : Nearest Intersection	Length of : : Crossing	Type of Construction			Other : : XXX
			Bored	Jacked	Driven	
Oil Field Road	: 1.0 mile west of Thompson : Ferry Road	: 300'	: X	:	:	:
Steep Bank Creek	: Approximately 1 mile West : of intersection of Oil Field : Road and Thompson Ferry Road	: 496'	:	:	:	: Open : Cut
	:	:	:	:	:	:
	:	:	:	:	:	:

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 communications cable will be installed in a 2" conduit underneath the road and underneath the creek bottom. The road crossing will be bored and the creek crossing will be an open cut.

The location and description of the proposed installation and appurtenances is more fully show 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, Under, or Across 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 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

Trade
Approval
JA Form Approved

NOTICE

Written notice required 48 hours in advance of construction.

Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: EXXON CORPORATION
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week)

C. E. Fields, Jr.
(Signature)

NAME & TITLE C. E. Fields, Jr., Attorney and
(Please Print) Attorney-in-Fact

DATE: October 21, 1985
ADDRESS P. O. Box 4697,
(Street/P.O. Box)

Houston, Texas 77210-4697
City State Zip
TELEPHONE NO: 713/775-6942

00277

BID TABULATION ----- FORT BEND COUNTY PRECINCT 1 MAINTENANCE FACILITY --- CRABH, TEXAS ---- Monday, November 4, 1985 ---- 2:00 P.M.

(19)
11

CONTRACTOR	BASE BID	ALTERNATE				CALENDAR DAYS	BID BOND	ADDENDUM		
		#1-DEDUCT	#2-DEDUCT	#3-DEDUCT	#4-DEDUCT			#1	#2	#3
✓ AMISTAD CONSTRUCTION	942,000	-236,000	-17,000	-134,000	-65,000	200	yes	✓	✓	✓
✓ BAILER CONSTRUCTION	1,222,272	-180,456	-30,000	---	---	181	yes	✓	✓	✓
✓ DRYMALLA CONSTRUCTION	1,047,470	-262,850	-16,030	-206,471	-438,887	240	yes	✓	✓	Nb
✓ DYAD, INC.	908,000	-214,000	-18,300	-172,000	-46,800	150	yes	✓	✓	✓
ED NEYER CONSTRUCTION										
✓ FERRIER CONSTRUCTION	933,338.13	-161,216	-16,400	-94,000	-43,563	180	yes	✓	✓	✓
GASKY CONSTRUCTION										
✓ GENE D. LIGGIN, INC.	1,010,000	-203,000	-16,000	-182,000	-41,000	180	yes	✓	✓	✓
✓ JACO CONSTRUCTION	908,753	-213,000	-19,000	-178,000	-40,000	240	yes	✓	✓	✓
JAMAIL, INC.										
LOSCO, INC.										
✓ LYNN WATKINS CONST.	1,049,000	-240,000	-18,000	-202,000	-64,000	240	yes	✓	✓	✓
✓ PINNACLE CONST.	1,000,000	-220,777	-18,747	-160,119	-82,445	220	yes	✓	✓	✓
✓ PYRAMID CONSTRUCTION	950,000	-218,000	-16,800	-228,000	-42,800	270	yes	✓	✓	✓
STEVE SEEGER BUILDER							No			
STONE BUILDING										
✓ STREET PETERS CONST.	884,500	-228,000	-19,000	-175,000	-62,000	195	yes	✓	✓	✓
THE RAMIREZ CO.										

ALT. #1: Omit Building "A"
ALT. #2: Omit all fencework

ALT. #3: Omit Buildings C & D
ALT. #4: Omit from Building "B" all equipment listed on Equipment Legend on Sheet A-5.

0029 Open bids for striping of County roads:

The following bids were presented to Commissioners' Court for review.

- A) H & T PAVEMENT MARKING, INC.
- B) STRIPPING UNLIMITED

Open bids for plain paper retrieval reader/printer:

The following bids were presented to Commissioners' Court for review.

- A) GLOBAL SERVICES

Open proposals for word processor:

The following bids were presented to Commissioners' Court for review.

- A) MEMOREX CORPORATION
- B) SPERRY CORP. INFO GROUP
- C) IBM

20. MEET IN CLOSED SESSION TO DISCUSS LITIGATION AS AUTHORIZED BY ART. 6252-17, SECTION 2 (E), V.T.C.S.:

Met in Closed Session.

21. TAKE ACTION ON ANY ITEMS DISCUSSED IN CLOSED SESSION:

No action taken.

22. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve all bills as presented by the County Auditor. (Recorded in minutes in full)

23. ADJOURNMENT:

Commissioners' Court adjourned at 4:00 p.m. Monday, November 4, 1985.

00279
2
0029

BID ITEM: PAVEMENT MARKING

BID NO: 85-59

VENDORS NOTIFIED BY LETTER

<u>COMPANY</u>	<u>SIGNATURE</u>	<u>BID PRICE</u>
A STRAIGHT STRIP	<i>Spec Mailed</i>	
ARRIOLA ASPHALT PAVING		
BATTERSONS, INC.		
B C STRIPING AND ASPHALT		
✓ H & T PAVEMENT MARKING, INC.		
PEEK PAVEMENT MARKING, INC.		
SAFETY LIGHTS CO.		
✓ STRIPPING UNLIMITED		
TIGER TRAFFIC CONTROL		
		<i>.0567 per foot</i>

00280

BID ITEM: ONE NEW PLAIN PAPER RETRIEVAL READER/PRINTER

19
3

~~0023~~
BID NO: 85-67

VENDORS NOTIFIED BY LETTER

<u>COMPANY</u>	<u>SIGNATURE</u>	<u>BID PRICE</u>
ALLIED TECHNOLOGY, INC.	<i>mailed 10-16</i>	
BELL AND HOWELL	<i>mailed 10-16</i>	
EASTMAN KODAK COMPANY	<i>mailed 10-16</i>	
GLOBAL SERVICES, INC.	<i>mailed 10-16</i>	<i>16,995</i>
MICROGRAPHIC PRODUCTS 3M	<i>mailed 10-16</i>	
MINO - MICROGRAPHICS	<i>mailed 10-16</i>	

00281 (19)
(4)

PROPOSAL ITEM: WORD PROCESSOR FOR COUNTY CLERK

PROPOSAL NO: 85-57

0029

VENDORS NOTIFIED BY LETTER

<u>COMPANY</u>	<u>SIGNATURE</u>	<u>BID PRICE</u>
✓ MEMOREX CORPORATION <i>No Bid #145</i>	<i>Spec Mailed</i>	<i>16,007.00</i> 4855.00
MICRO EXCHANGE		
CYPHER-TECH		
COMPUTER CRAFT		
✓ SPERRY CORP INFO GROUP <i>all items</i>		<i>36,422.00</i>
APPLICATION DEVELOPMENT		
CONTROL DATA		
ENTRE COMPUTER CENTER		
NCR CORPORATION		
✓ IBM <i>all items</i>	<i>Carrie E. Hicks</i>	<i>28,734.50</i>

0029

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 4th day of November, 1985 at a Special Session of the Commissioners Court with the following present:

County Judge

Judi E. Stovinec

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

W. B. P. [Signature]
[Signature]

Now, therefore, be it resolved upon the motion of Commissioner _____, Seconded by Commissioner _____, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

*****APPROVED*****

Joyce Tompkins
County Auditor

Date: 11/24/85

Time Reconvened: _____

Time Adjourned or Recessed: _____

AGENDA
 FORT BEND COUNTY COMMISSIONERS COURT
 COURTHOUSE ANNEX, RICHMOND, TEXAS
 REGULAR SESSION
 TUESDAY, NOVEMBER 12, 1985
 9:00 O'CLOCK A.M.

- ✓ 1. Approve minutes of meeting of November 4, 1985.
- ✓ 2. Approve changes in depository pledge contracts.
- ✓ 3. Approve line item transfers in budgets.
- ✓ 4. Approve out-of-town travel requests for County personnel.
- ✓ 5. Canvass election results for special election on constitutional amendments; and approve payroll for election workers.
- ✓ 6. Consider adopting an Order canvassing returns & declaring results of Fort Bend County Levee Improvement District No. 7 Bond & Maintenance Tax election; providing details relating thereto; and containing other provisions relating to said election.
- ✓ 7. Consider adopting an Order on petition for permission to select and appoint a Treasurer and a Tax Assessor/Collector for Fort Bend County Levee Improvement District No. 7.
8. Adopt resolution casting ballot for the election of Central Appraisal District Board of Directors.
- ✓ 9. Consider 1986 contract between Fort Bend County Health Dept. and Texas Dept. of Health.
- ✓ 10. Consider resolution to Texas Water Commission urging that rules be established requiring proof of ownership or option on property prior to applications for solid waste or injection well applications being considered.
- ✓ 11. Consider approval of invoice in the amount of \$6,797.16 to Hall Sprinkler Co. as partial payment on new library irrigation system.
- ✓ 12. Consider temporary closing of a section of Harlem Rd. between Hwy. 90A and Oyster Creek for construction from November 18-29.
- ✓ 13. Consider application from Southwestern Bell Telephone to lay cable along & under Jones River Rd. in Precinct 1.
- ✓ 14. Consider application to cancel & vacate Riverwood Village, Section 2 and Riverwood Village, Section 3 in Precinct 1 by Todd Development Co.
- ✓ 15. Award bids on striping of county roads (#85-59) & plain paper retrieval reader/printer (#85-67).
16. Meet in Closed Session to discuss litigation & land matters as authorized by Article 6252-17, Section 2 (e) & (), V.T.C.S.
17. Take action on any items discussed in Closed Session.
18. 11:00 a.m. - Drainage District Board will convene. (Separate agenda filed and posted)
19. Adjournment

FILED FOR RECORD

NOV 12 1985 TIME 2:25 PM

NOV 8 1985

Jodie E. Stavinocha

County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinocha
 Jodie E. Stavinocha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Friday, November 8, 1985 at 2:35 p.m. by D. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 12TH day of NOVEMBER, 1985 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

Jodie Stavinoha	County Judge
Johnnie Pustka	Commissioner Precinct 1
Ben Denham	Commissioner Precinct 2
Alton Pressley	Commissioner Precinct 3
Bob Lutts	Commissioner Precinct 4

When the following were had and the following orders were passed to wit:

1. APPROVE MINUTES OF MEETING OF NOVEMBER 4, 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of meeting of November 4, 1985 with correction.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve line item transfers in budget for the following department:

Administrative Coordinator/Personnel
County Engineering
Drainage District
Constable Precinct #2
Sheriff
Emergency Medical Service

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out-of-town travel request for the following departments:

Constable, Precinct 2
Sheriff

5. CANVASS ELECTION RESULTS FOR SPECIAL ELECTION ON CONSTITUTIONAL AMENDMENTS; AND APPROVE PAYROLL FOR ELECTION WORKERS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve canvass election results for special election on constitutional amendments as presented.

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve payroll for November 5 election at a salary not exceed \$5.00 per hour as per CC order.

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____
Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

Sheriff	0027	DEPT.	FROM	TO	INCREASE (DECREASE)
4011	Uniforms		40,000.00	55,00.00	15,000.00

DATE: November 5, 1985

DEPARTMENT HEAD: [Signature]

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha, County Judge Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

	Sheriff	0027	DEPT.	FROM	TO	INCREASE (DECREASE)
6028	Machinery & Equipment			7,350.00	2,350.00	(5,000.00)
2050	Medicine & Medical Services			35,805.00	40,805.00	5,000.00
6027	Office Machines & Furnishings			7,250.00	2,250.00	(5,000.00)
5026	Radios			13,600.00	8,600.00	(5,000.00)
4012	Special Criminal Investigation			5,000.00	2,000.00	(3,000.00)
4017	Crime Prevention			4,000.00	2,000.00	(2,000.00)

DATE: November 5, 1985

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1984

On this the _____ day of _____, 1984, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1983, the Court heard and approved a budget for the year 1984 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1984, adopted November 14, 1983.

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:

ADMINISTRATIVE COORDINATOR/ PERSONNEL	Dept.	FROM	TO	INCREASE (DECREASE)
10 50 0007 4010				
FEES AND SERVICES		7,950.00	7,300.00	-650.00
10 50 0007 1062				
OFFICE SUPPLIES		3,000.00	3,650.00	650.00
10 50 0007 0701				
CONFERENCES/SEMINARS		1,500.00	1,300.00	-200.00
10 50 0007 0700				
TRANSPORTATION		2,450.00	2,650.00	200.00

DATE: November 7, 1985

DEPARTMENT HEAD: Richard Seller

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner, Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 12th day of November, 1985, at a Special Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

Engineering	DEPT.	FROM	TO	INCREASE (DECREASE)
1050 0043 1062	Office Supplies	2,000.00	3,000.00	1,000.00
1050 0043 2000	Utilities	7,320.00	6,320.00	(1,000.00)

DATE: 11-7-85

DEPARTMENT HEAD: Stanley L. Kucherka, Jr., P. E.
THE COUNTY OF FORT BEND

BY: J. Stavinoha Jodie Stavinoha, County Judge Ben Denham Ben Denham, Commissioner Pct. #2

Johnnie Pustka Johnnie Pustka, Commissioner Pct. #1 Alton Pressley Alton Pressley, Commissioner Pct. #3

Bob Lutts Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 12th day of November, 1985, at a Special Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

Drainage Dist.	DEPT.	FROM	TO	INCREASE (DECREASE)
3450 0051 7021	Repairs & Parts	387,463.86	424,283.86	30,000.00
3450 0051 9001	Shop Supplies	100,000.00	70,000.00	(30,000.00)
3450 0051 9020	Weed & Tree Killer	150,000.00	140,000.00	(10,000.00)
3450 0051 7005	Gas & Oil	160,000.00	170,000.00	10,000.00

DATE: 11-17-85

DEPARTMENT HEAD: Stanley L. Kucherka, Jr., P. E.

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>Constable Pct. #2</u> DEPT.	FROM	TO	INCREASE (DECREASE)
1050-0024-1010 Prop. & Equip.	\$13,300.00	\$13,100.00	(- 200.00)
1050-0024-1062 Office supplies	\$ 1,950.00	2,150.00	(+ 200.00)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: November 4, 1985

DEPARTMENT HEAD: W.C. Todd

THE COUNTY OF FORT BEND

BY: J. Stavinoha Jodie Stavinoha, County Judge Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

			FROM	TO	INCREASE (DECREASE)
	<u>10500034</u>	<u>Amb/EMS</u>			
		<u>DEPT.</u>			
SALARIES	"	0200	1,086,943.00	1,058,943.00	(28,000.00)
EXTRA HELP	"	0201	144,363.00	172,363.00	28,000.00

DATE: 11/7/85
DEPARTMENT HEAD: [Signature]

THE COUNTY OF FORT BEND
BY: [Signature]
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

00232

4

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Charles Tesch

Melody Krejci

Period: 11/15 & 16 Date of Departure November 15, 1985

Date of Return November 16, 1985

Purpose of Trip: Advanced Civil Process School (TCLEOSE approved-16 hours)

Seminar Instructor: Bill Childers, Sponsored by: Matagorda Co. S.O.

Places to be Visited: Matagorda County

Mode of Transportation
(State whether by personal
auto, airline, etc.) Constable's car

W.C. Zapp
Name

November 4, 1985
Date

Constable, Precinct #2
Title

Approved: Commissioners' Court
J. Starnes
County Judge

Date

4

00293

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

one person - Lieutenant Larry Spillers

Period: Date of Departure 11/15/85

Date of Return 11/16/85

Purpose of Trip: attend meeting of Texas Int'l Assoc. for Identification

Places to be Visited: Ft. Worth, Texas

Mode of Transportation (State whether by personal auto, airline, etc.)

county car

[Signature] Name

11/4/85 Date

Sheriff Title

Approved: Commissioners' Court

[Signature] County Judge

Date

00294

#5

PRECINCT STATUS REPORT

	TOTAL	-1-	-2-	-3-	-4-	-5-
Absentee Ballots	64	64	0	0	0	0
PRECINCT 1	118	118	0	0	0	0
PRECINCT 2	67	67	0	0	0	0
PRECINCT 3	92	92	0	0	0	0
PRECINCT 4	282	282	0	0	0	0
PRECINCT 5	49	49	0	0	0	0
PRECINCT 6	43	43	0	0	0	0
PRECINCT 7	90	90	0	0	0	0
PRECINCT 8	43	43	0	0	0	0
PRECINCT 9	181	181	0	0	0	0
PRECINCT 10	121	121	0	0	0	0
PRECINCT 11	263	263	0	0	0	0
PRECINCT 12	117	117	0	0	0	0
PRECINCT 13	80	80	0	0	0	0
PRECINCT 14	36	36	0	0	0	0
PRECINCT 15	52	52	0	0	0	0
PRECINCT 16	150	150	0	0	0	0
PRECINCT 17	735	735	0	0	0	0
PRECINCT 18	42	42	0	0	0	0
PRECINCT 19	68	68	0	0	0	0
PRECINCT 20	137	137	0	0	0	0
PRECINCT 21	34	34	0	0	0	0
PRECINCT 22	211	211	0	0	0	0
PRECINCT 23	939	939	0	0	0	0
PRECINCT 24	16	16	0	0	0	0
PRECINCT 25	94	94	0	0	0	0

PRECINCT 26	11	11	0	0	0	0
PRECINCT 27	133	133	0	0	0	0
PRECINCT 28	188	188	0	0	0	0
PRECINCT 29	153	153	0	0	0	0
PRECINCT 30	184	184	0	0	0	0
PRECINCT 31	627	627	0	0	0	0
PRECINCT 32	140	140	0	0	0	0
PRECINCT 33	181	181	0	0	0	0
PRECINCT 34	0	0	0	0	0	0
PRECINCT 35	517	517	0	0	0	0
PRECINCT 36	5	5	0	0	0	0
PRECINCT 37	140	140	0	0	0	0
PRECINCT 38	36	36	0	0	0	0
PRECINCT 39	10	10	0	0	0	0
PRECINCT 40	121	121	0	0	0	0
PRECINCT 41	157	157	0	0	0	0
PRECINCT 42	92	92	0	0	0	0
PRECINCT 43	109	109	0	0	0	0
PRECINCT 44	9	9	0	0	0	0
PRECINCT 45	113	113	0	0	0	0
PRECINCT 46	48	48	0	0	0	0
PRECINCT 48	51	51	0	0	0	0
PRECINCT 49	69	69	0	0	0	0
PRECINCT 50	50	50	0	0	0	0
PRECINCT 51	568	568	0	0	0	0
PRECINCT 52	466	466	0	0	0	0
PRECINCT 53	18	18	0	0	0	0
PRECINCT 54	22	22	0	0	0	0
PRECINCT 55	33	33	0	0	0	0
PRECINCT 56	217	217	0	0	0	0
PRECINCT 57	16	16	0	0	0	0
PRECINCT 58	170	170	0	0	0	0
PRECINCT 59	56	56	0	0	0	0

00295

PRECINCT 60	0	0	0	0	0	0
TOTAL OF ALL PRECINCTS 00236	8834	8834	0	0	0	0

**FORT BEND COUNTY, TX
AMENDMENT ELECTION NOVEMBER 5, 1985**

	Total Number Voting Precincts Reporting		
	59 57 of	8834 59	100.00 96.61%
CONSTITUTIONAL AMENDMENT No. 1			
FOR		6327	74.33%
AGAINST		2184	25.66%
CONSTITUTIONAL AMENDMENT No. 2			
FOR		5490	65.71%
AGAINST		2864	34.28%
CONSTITUTIONAL AMENDMENT No. 3			
FOR		4069	49.23%
AGAINST		4195	50.76%
CONSTITUTIONAL AMENDMENT No. 4			
FOR		5601	69.13%
AGAINST		2500	30.86%
CONSTITUTIONAL AMENDMENT No. 5			
FOR		5044	62.32%
AGAINST		3049	37.67%
CONSTITUTIONAL AMENDMENT No. 6			
FOR		5805	69.84%
AGAINST		2506	30.15%
CONSTITUTIONAL AMENDMENT No. 7			
FOR		4813	61.34%
AGAINST		3033	38.65%
CONSTITUTIONAL AMENDMENT No. 8			
FOR		5779	69.24%
AGAINST		2567	30.75%
CONSTITUTIONAL AMENDMENT No. 9			
FOR		4972	60.50%
AGAINST		3245	39.49%
CONSTITUTIONAL AMENDMENT No. 10			
FOR		4141	52.06%
AGAINST		3812	47.93%

CONSTITUTIONAL AMENDMENT No. 11
FOR
AGAINST

5425 70.28%
2294 29.71%

00297

CONSTITUTIONAL AMENDMENT No. 12
FOR
AGAINST

5719 73.46%
2066 26.53%

CONSTITUTIONAL AMENDMENT No. 13
FOR
AGAINST

4322 56.17%
3372 43.82%

CONSTITUTIONAL AMENDMENT No. 14
FOR
AGAINST

4757 62.96%
2798 37.03%

6. CONSIDER ADOPTING AN ORDER CANVASSING RETURNS & DECLARING RESULTS OF FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7 BOND & MAINTENANCE TAX ELECTION; PROVIDING DETAILS RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO SAID ELECTION:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to adopt an order canvassing returns & declaring results of Fort Bend County Levee Improvement District No. 7 Bond & Maintenance Tax election as presented. (Recorded in minutes in full)

7. CONSIDER ADOPTING AN ORDER ON PETITION FOR PERMISSION TO SELECT AND APPOINT A TREASURER AND TAX ACCESSOR/COLLECTOR FOR FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to adopt an Order on petition for permission to select and appoint a Treasurer and a Tax Accessor/Collector for Fort Bend County Levee Improvement District No. 7 under Senate Bill #957 accept assessment of the Southwest, Inc. as Treasurer & Tax Accessor/Collector of record for Fort Bend LID #7.

Tim Green representing Fort Bend County LID #7 request appointing a Treasurer & Tax Accessor/Collector for Fort Bend LID #7 as recommended by the MUD board.

8. ADOPT RESOLUTION CASTING BALLOT FOR THE ELECTION OF CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pressley voting no, it is ordered to postpone casting of ballot for the election of Central Appraisal District Board of Directors until November 15 at 11:30 a.m.

9. CONSIDER 1986 CONTRACT BETWEEN FORT BEND COUNTY HEALTH DEPT. AND TEXAS DEPT. OF HEALTH:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve contract between Fort Bend County Health Department and Texas Department of Health. (Recorded in minutes in full)

10. CONSIDER RESOLUTION OF TEXAS WATER COMMISSION URGING THAT RULES BE ESTABLISHED REQUIRING PROOF OF OWNERSHIP OR OPTION ON PROPERTY PRIOR TO APPLICATIONS FOR SOLID WASTE OR INJECTION WELL APPLICATIONS BEING CONSIDERED:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to adopt resolution of Texas Water Commission urging that rules be established requiring proof of ownership or option on property prior to application for solid waste or injection well applications being considered. (Recorded in minutes in full)

11. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$6,797.16 TO HALL SPRINKLER CO. AS PARTIAL PAYMENT ON NEW LIBRARY IRRIGATION SYSTEM:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve invoice in the amount of \$6,797.16 to Hall Sprinkler Co. as partial payment on new library irrigation system. (Recorded in minutes in full)

NO. 1

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7
DISTRITO DE MAJORAS DE DIQUES NO. 7
DEL CONDADO DE FORT BEND

BOND AND MAINTENANCE TAX ELECTION
ELECCION DE BONOS E IMPUESTO DE MANTENIMIENTO

November 5, 1985
5 de noviembre de 1985

OFFICIAL BALLOT
PAPELETA OFICIAL

PROPOSITION I
PROPOSICION I

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

Margue con una "X" la casilla junto a la declaracion que indica la manera en que usted desea votar.

FOR THE ISSUANCE OF BONDS AND THE LEVY
 AGAINST OF TAXES TO PAY FOR THE BONDS

EN FAVOR DE LA EMISION DE BONOS Y EL GRAVAMEN
 EN CONTRA DE DE IMPUESTOS PARA PAGAR LOS BONOS

PROPOSITION II
PROPOSICION II

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

Margue con una "X" la casilla junto a la declaracion que indica la manera en que usted desea votar.

FOR A MAINTENANCE TAX OF NOT TO EXCEED
 AGAINST TWENTY-FIVE CENT (\$0.25) PER ONE
HUNDRED DOLLARS (\$100.00) VALUATION

EN FAVOR DE UN IMPUESTO DE MANTENIMIENTO A NO
 EN CONTRA DE EXCEDER VEINTICINCO CENTAVOS
(\$0.25) POR CADA CIEN DOLARES
(\$100.00) DE VALUACION

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

The Commissioners' Court of Fort Bend County, Texas, convened in SPECIAL SESSION AT A REGULAR TERM OF SAID COURT, open to the public, on the 11th day of November, 1985, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners' Court and officer of the County, to-wit:

Jodie Stavinoha	-	County Judge
Johnnie Pustka	-	Commissioner, Precinct No. 1
Ben Denham	-	Commissioner, Precinct No. 2
Alton Pressley	-	Commissioner, Precinct No. 3
Bob Lutts	-	Commissioner, Precinct No. 4
Dianne Wilson	-	County Clerk

and all of said persons were present except _____
 _____ . Whereupon, among other business the following was transacted at said meeting: a written order entitled:

ORDER CANVASSING RETURNS AND DECLARING RESULTS OF FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7 BOND AND MAINTENANCE TAX ELECTION; PROVIDING DETAILS RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO SAID ELECTION

(the "Order") was duly introduced for the consideration of the Commissioners' Court and reviewed in full. It was then duly moved and seconded that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES: _____ NOES: _____

The County Judge thereupon announced that the Order had been duly and lawfully adopted. The Order thus adopted follows:

ORDER CANVASSING RETURNS AND DECLARING
RESULTS OF FORT BEND COUNTY
LEVEE IMPROVEMENT DISTRICT NO. 7
BOND AND MAINTENANCE TAX ELECTION;
PROVIDING DETAILS RELATING THERETO; AND
CONTAINING OTHER PROVISIONS RELATING TO SAID ELECTION

WHEREAS, there was held within the boundaries of Fort Bend County Improvement District No. 7 on the 5th day of November, 1985, a Bond and Maintenance Tax Election at which was submitted to the duly qualified resident electors of said District the propositions specified below; and

WHEREAS, the returns of said election have been certified to this Court by the appropriate election officials; and

WHEREAS, the returns state that the duly qualified electors of the District cast at said election _____ ballot for each proposition, as follows:

PROPOSITION NO. I

FOR	THE ISSUANCE OF BONDS AND THE LEVY OF TAXES TO PAY FOR THE BONDS	_____ votes
AGAINST	THE ISSUANCE OF BONDS AND THE LEVY OF TAXES TO PAY FOR THE BONDS	_____ votes
MAJORITY	_____ (For or Against)	
	THE ISSUANCE OF BONDS AND THE LEVY OF TAXES TO PAY FOR THE BONDS	_____ votes

PROPOSITION NO. II

FOR	A MAINTENANCE TAX OF NOT TO EXCEED TWENTY-FIVE CENTS (\$0.25) PER ONE HUNDRED DOLLARS (\$100.00) VALUATION	_____ votes
AGAINST	A MAINTENANCE TAX OF NOT TO EXCEED TWENTY-FIVE CENTS (\$0.25) PER ONE HUNDRED DOLLARS (\$100.00) VALUATION	_____ votes
MAJORITY	_____ (For or Against)	
and	A MAINTENANCE TAX OF NOT TO EXCEED TWENTY-FIVE CENTS (\$0.25) PER ONE HUNDRED DOLLARS (\$100.00) VALUATION	_____ votes

WHEREAS, the election was called and held in all respects under and in strict conformity with the Constitution and laws of the State of Texas and the United States of America; and

WHEREAS, this meeting of the Court is the first session after said election; Now, Therefore

BE IT ORDERED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, THAT:

Section 1: The matters and facts recited in the preamble hereto are hereby found to be true and correct.

Section 2: The election was duly called and notice thereof given in accordance with law; said election was held in the manner required by law; due returns of said election have been made by the proper officers; only duly qualified resident electors of Fort Bend County Levee Improvement District No. 7 were permitted to vote at said election; said election has resulted favorably to the issuance of the bonds and the levy of taxes to pay for the bonds and to the levy of a maintenance tax, all as described in the preamble hereof; and a majority of the qualified voters voting at said election have voted in favor of the issuance of said bonds and the levy of taxes to pay for the bonds and for the levy of a maintenance tax.

Section 3: The District is now authorized to issue all of said bonds and levy and collect taxes in payment of the bonds, and to levy the maintenance tax and do all other things necessary and convenient in connection therewith.

PASSED AND APPROVED this 11th day of November, 1985.

Jodie E. Stavinoha, County Judge
Fort Bend County, Texas

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

(SEAL)

00303

ROSE & RYMAN
ATTORNEYS AND COUNSELORS AT LAW
SUITE 500
6671 SOUTHWEST FREEWAY
HOUSTON, TEXAS 77074

0029

JOHN G. CANNON
TIMOTHY G. GREEN
NANCY J. HESSE
RICHARD H. MARTIN
RICHARD L. ROSE
CHRIS E. RYMAN
STEPHEN P. WRIGHT

TELEPHONE
(713) 776-3487

October 24, 1985

Ms. Dianne Wilson
Fort Bend County Clerk
P. O. Box 520
Richmond, Texas 77469

RE: Fort Bend County Levee Improvement District No. 7

Dear Dianne:

Enclosed herein please find the following items:

1. Original Petition For Permission to Select and Appoint a Treasurer and Tax Assessor and Collector as executed by the Board of Directors of Fort Bend County Levee Improvement District No. 7 and Lexington Development Company.
2. Draft of the Order Canvassing Returns and Declaring Results of Fort Bend County Levee Improvement District No. 7 Bond and Maintenance Tax Election; Providing Details Relating Thereto and Containing Other Provisions Relating to Said Election; and
3. Draft of the Order on Petition For Permission to Select and Appoint a Treasurer and a Tax Assessor/Collector for Fort Bend County Levee Improvement District No. 7.

At the meeting of the County Commissioners' Court for Monday, November 11, 1985, I would request that you put the following two items on your agenda.

1. Consider Adopting an Order Canvassing Returns and Declaring Results of Fort Bend County Levee Improvement District No. 7 Bond and Maintenance Tax Election; Providing Details Relating Thereto;

Dianne Wilson
COUNTY CLERK

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FILED

00304

Ms. Dianne Wilson
October 24, 1985
Page 2

and Containing Other Provisions Relating to Said
Election; and

2. Consider Adopting an Order on Petition For
Permission to Select and Appoint a Treasurer and a
Tax Assessor/Collector for Fort Bend County Levee
Improvement District No. 7.

By this letter I also am forwarding to Mr. Larry
Waggenbach copies of such documents for his review. I look
forward to seeing you on Monday, November 11, 1985. In the
event you should have any questions before then, please feel
free to contact me.

Very truly yours,



Timothy G. Green

TGG:sm
TG12.FB7/02
Enclosures

cc: Commissioner Bob Lutts

Mr. Larry Waggenbach
(with enclosures)

PETITION FOR PERMISSION TO
SELECT AND APPOINT A TREASURER AND
A TAX ASSESSOR AND COLLECTOR

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

The undersigned (herein the "Petitioners") being Fort Bend County Levee Improvement District No. 7 (the "District") and Lexington Development Company, the owner of a majority of the acreage included in the District (the "Landowner"), acting pursuant to the provisions of Chapter 57, Title 4, Texas Water Code, as amended, respectfully petition the County Judge and Commissioners' Court of Fort Bend County, Texas, for permission for the District to select and appoint its own treasurer and tax collector.

Petitioners would respectfully show the following:

I.

The District was created by the Commissioners' Court of Fort Bend County, Texas, by order dated November 5, 1984, acting under the authority of Article XVI, Section 59, Texas Constitution and Chapter 57, Title 4, Texas Water Code, as amended.

II.

The undersigned are Chairman and Secretary of the Board of Directors of the District and the owner of a majority of the acreage included in the District, respectfully.

III.

Chapter 57, Texas Water Code, presently provides that the county treasurer and the county assessor and collector shall act as the treasurer and the assessor and collector for the District.

IV.

Senate Bill 957, Acts of the 65th Legislature, Regular Session, 1977 (codified as Article 57.178, Texas Water Code) permits the Commissioners' Court of Fort Bend County to adopt an order permitting a levee improvement district within Fort Bend

0029

County, Texas to select and appoint a treasurer and tax assessor and collector for the District.

V.

The Petitioners have determined that a burden will be imposed upon the County Officials if they are obligated to perform these functions for the District and that the District's financing could be done more expeditiously and at lower rates if the District were authorized to select and appoint its own treasurer and tax assessor and collector.

WHEREFORE, the undersigned respectfully pray for the following: that this petition be properly filed as provided by law; that upon filing of this petition, the Honorable Commissioners' Court of Fort Bend County, Texas, adopt an order pursuant to the provisions of Section 57.178, Texas Water Code, Vernon's Texas Codes Annotated, permitting the Board of Directors of the District to select and appoint a treasurer and a tax assessor and collector; and that such order be entered in the minutes of the Commissioners' Court of Fort Bend County, Texas.

RESPECTFULLY SUBMITTED this 21st day of January, 1985.

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7

Jim E. King
Chairman, Board of Directors

ATTEST:

Chas King Hummel
Secretary, Board of Directors

[SEAL]

LEXINGTON DEVELOPMENT COMPANY,
a Texas Limited Partnership

By: *C. Robert Woolsey* *AR*
C. Robert Woolsey
Its: Attorney-in-Fact

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The Commissioners' Court of the County of Fort Bend Texas, convened in Special session at a regular term of said Court, open to the public, on Monday, November 11, 1985, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners' Court and officer of the County, to-wit:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner, Precinct No. 1
- Ben Denham - Commissioner, Precinct No. 2
- Alton Pressley - Commissioner, Precinct No. 3
- Bob Lutts - Commissioner, Precinct No. 4
- Dianne Wilson - County Clerk

and all of said persons were present, except _____
Whereupon, among other business the following was transacted at said meeting: a written order entitled:

ORDER ON PETITION FOR PERMISSION TO SELECT AND APPOINT
A TREASURER AND A TAX ASSESSOR AND COLLECTOR

(the "Order") was duly introduced for the consideration of the Commissioners' Court and reviewed in full. It was then duly moved and seconded that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES: _____ NOES: _____

The County Judge thereupon announced that the Order had been duly and lawfully adopted. The Order thus adopted follows:

ORDER ON PETITION FOR PERMISSION TO SELECT AND
APPOINT A TREASURER AND A TAX ASSESSOR AND COLLECTOR

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS, by Order duly adopted by the Commissioners' Court of Fort Bend County, Texas, on the 5th day of November, 1984, the Commissioners' Court of Fort Bend County, Texas, acting under the authority of Article XVI, Section 59, Texas Constitution and Title 4, Chapter 57, Texas Water Code, as amended, created Fort Bend County Levee Improvement District No. 7 (the "District"); and

WHEREAS, on the 17th day of November, 1985, there was presented to the County Judge and Commissioners' Court of Fort Bend County, Texas, a petition (the "Petition") requesting the following:

(1) That the Clerk of the Commissioners' Court of Fort Bend County file the Petition, and

(2) That the Commissioners' Court of Fort Bend County adopt an order pursuant to the provisions of Section 57.178, Texas Water Code, Vernon's Texas Codes Annotated, permitting the Board of Directors of the District to select and appoint a treasurer and a tax assessor and collector; and

WHEREAS, the Petition, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is in proper form and has been properly executed by the Chairman and Secretary of the Board of Directors of the District and the owner of a majority of the acreage in the District; and

WHEREAS, Title 4, Chapter 57 of the Texas Water Code, as amended, confers jurisdiction on the Commissioners' Court of Fort Bend County, Texas, to grant all that is prayed for in the Petition.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the County Judge and Commissioners' Court of Fort Bend County, Texas:

Section 1: That the foregoing recitals be and the same are hereby found to be true and correct.

Section 2: That the Petition be and the same is hereby in all respects granted.

Section 3: That the Clerk of the Commissioners' Court file the Petition.

Section 4: That the Board of Directors of Fort Bend County Levee Improvement District No. 7, be and hereby is authorized to select and appoint a treasurer and a tax assessor and collector for the District as provided in Section 57.178, Texas Water Code, Vernon's Texas Codes Annotated, as amended.

Section 5: That a copy of this Order shall be recorded in the minutes of this Court.

PASSES AND APPROVED this ¹²th day of November, 1985.

Jodie Stavinoha, County Judge

Johnnie Pustka
Commissioner, Precinct No. 1

Ben Denham
Commissioner, Precinct No. 2

Alton Pressley
Commissioner, Precinct No. 3

Bob Lutts
Commissioner, Precinct No. 4

ATTEST:

Dianne Wilson, County Clerk
and Ex-Officio
Clerk of the Commissioners'
Court of Fort Bend County,
Texas

00310

ROSE & RYMAN
ATTORNEYS AND COUNSELORS AT LAW
SUITE 500
6671 SOUTHWEST FREEWAY
HOUSTON, TEXAS 77074

JOHN G. CANNON
TIMOTHY G. GREEN
NANCY J. HESSE
RICHARD H. MARTIN
RICHARD L. ROSE
CHRIS E. RYMAN
STEPHEN P. WRIGHT

TELEPHONE
(713) 776-3487

November 12, 1985

Ms. Dianne Wilson
Fort Bend County Clerk
301 Jackson
Richmond, Texas 77469

85 NOV 13 12:22
FILED
Dianne Wilson
FORT BEND COUNTY CLERK
301 JACKSON
RICHMOND, TEXAS 77469
HAND DELIVERED

RE: Fort Bend County Levee Improvement District No. 7

Dear Dianne:

Enclosed herein please find the following items:

1. Order Canvassing Returns and Declaring Results of Fort Bend County Levee Improvement District No. 7 Bond and Maintenance Tax Election; Providing Details Relating Thereto and Containing Other Provisions Relating to Said Election;
2. Seven (7) Certificates for Order for execution by yourself and Judge Stavinoha;
3. Order on Petition For Permission to Select and Appoint a Treasurer and a Tax Assessor and Collector;
4. Seven (7) Certificates of Order for execution by yourself and Judge Stavinoha.

Please have each of the two original Orders executed by the Judge and the Fort Bend County Commissioners and return a xerox copy of such Orders to me along with the executed Certificates for Order. In the event you should have any questions, please feel free to contact me.

Very truly yours,


Timothy G. Green

TGG:sm
TG14.FB7/03
Enclosures

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

The Commissioners' Court of Fort Bend County, Texas, convened in SPECIAL SESSION AT A REGULAR TERM OF SAID COURT, open to the public, on the 12th day of November, 1985, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners' Court and officer of the County, to-wit:

Jodie Stavinoha	-	County Judge
Johnnie Pustka	-	Commissioner, Precinct No. 1
Ben Denham	-	Commissioner, Precinct No. 2
Alton Pressley	-	Commissioner, Precinct No. 3
Bob Lutts	-	Commissioner, Precinct No. 4
Dianne Wilson	-	County Clerk

and all of said persons were present. Whereupon, among other business the following was transacted at said meeting: a written order entitled:

ORDER CANVASSING RETURNS AND DECLARING RESULTS OF FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 7 BOND AND MAINTENANCE TAX ELECTION; PROVIDING DETAILS RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO SAID ELECTION

(the "Order") was duly introduced for the consideration of the Commissioners' Court and reviewed in full. It was then duly moved and seconded that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES: ALL NOES: NONE

The County Judge thereupon announced that the Order had been duly and lawfully adopted. The Order thus adopted follows:

ORDER CANVASSING RETURNS AND DECLARING
RESULTS OF FORT BEND COUNTY
LEVEE IMPROVEMENT DISTRICT NO. 7
BOND AND MAINTENANCE TAX ELECTION;
PROVIDING DETAILS RELATING THERETO; AND
CONTAINING OTHER PROVISIONS RELATING TO SAID ELECTION

WHEREAS, there was held within the boundaries of Fort Bend County Improvement District No. 7 on the 5th day of November, 1985, a Bond and Maintenance Tax Election at which was submitted to the duly qualified resident electors of said District the propositions specified below; and

WHEREAS, the returns of said election have been certified to this Court by the appropriate election officials; and

WHEREAS, the returns state that the duly qualified electors of the District cast at said election 1 ballot for each proposition, as follows:

PROPOSITION NO. I

FOR	THE ISSUANCE OF BONDS AND THE LEVY OF TAXES TO PAY FOR THE BONDS	<u>1</u> votes		
AGAINST	THE ISSUANCE OF BONDS AND THE LEVY OF TAXES TO PAY FOR THE BONDS	<u>0</u> votes		
MAJORITY	<table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">FOR</td> </tr> <tr> <td style="text-align: center;">(For or Against)</td> </tr> </table>	FOR	(For or Against)	
FOR				
(For or Against)				

THE ISSUANCE OF BONDS AND THE LEVY OF TAXES TO PAY FOR THE BONDS

PROPOSITION NO. II

FOR	A MAINTENANCE TAX OF NOT TO EXCEED TWENTY-FIVE CENTS (\$0.25) PER ONE HUNDRED DOLLARS (\$100.00) VALUATION	<u>1</u> votes		
AGAINST	A MAINTENANCE TAX OF NOT TO EXCEED TWENTY-FIVE CENTS (\$0.25) PER ONE HUNDRED DOLLARS (\$100.00) VALUATION	<u>0</u> votes		
MAJORITY	<table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">FOR</td> </tr> <tr> <td style="text-align: center;">(For or Against)</td> </tr> </table>	FOR	(For or Against)	
FOR				
(For or Against)				

A MAINTENANCE TAX OF NOT TO EXCEED TWENTY-FIVE CENTS (\$0.25) PER ONE HUNDRED DOLLARS (\$100.00) VALUATION

and

WHEREAS, the election was called and held in all respects under and in strict conformity with the Constitution and laws of the State of Texas and the United States of America; and

WHEREAS, this meeting of the Court is the first session after said election; Now, Therefore

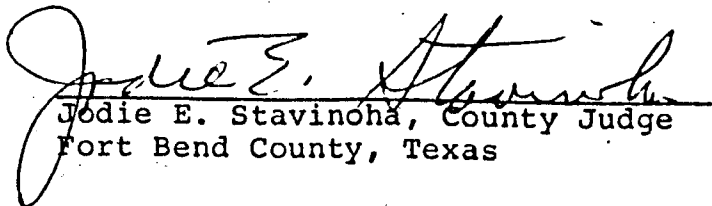
BE IT ORDERED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, THAT:

Section 1: The matters and facts recited in the preamble hereto are hereby found to be true and correct.

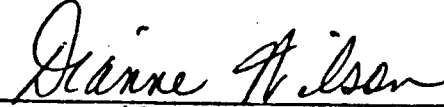
Section 2: The election was duly called and notice thereof given in accordance with law; said election was held in the manner required by law; due returns of said election have been made by the proper officers; only duly qualified resident electors of Fort Bend County Levee Improvement District No. 7 were permitted to vote at said election; said election has resulted favorably to the issuance of the bonds and the levy of taxes to pay for the bonds and to the levy of a maintenance tax, all as described in the preamble hereof; and a majority of the qualified voters voting at said election have voted in favor of the issuance of said bonds and the levy of taxes to pay for the bonds and for the levy of a maintenance tax.

Section 3: The District is now authorized to issue all of said bonds and levy and collect taxes in payment of the bonds, and to levy the maintenance tax and do all other things necessary and convenient in connection therewith.

PASSED AND APPROVED this 12th day of November, 1985.


 Jodie E. Stavinoha, County Judge
 Fort Bend County, Texas

ATTEST:


 Dianne Wilson, County Clerk

(SEAL)

TG11.FB7/07

00314

THE STATE OF TEXAS §
 § CERTIFICATE FOR ORDER
COUNTY OF FORT BEND §

We, the undersigned officers of the Commissioners' Court (the "Court") of Fort Bend County, Texas (the "County"), do hereby certify as follows:

1. That we are the duly chosen, qualified and acting officers of the Court for the offices shown below our signatures and that as such we are familiar with the facts herein certified.

2. That there is attached to and follows this certificate an excerpt of proceedings from the minutes of a meeting of the Court which is a true, full and complete excerpt of all proceedings from the minutes of the Court pertaining to the adoption of the order described therein; and that the persons named in such excerpt as the officers and members of the Court or as officers of the County are the duly chosen, qualified and acting officers and members as indicated therein.

3. That a true and complete copy of the order (the "Order"), as adopted at the meeting described in such excerpt from the minutes, is attached to and follows such excerpt.

4. That the Order has been duly and lawfully adopted by the Court and that the County Judge of the County has approved, and hereby approves, the Order; that the County Judge and the County Clerk of the County have duly signed and attested the Order and each, respectively, hereby declares that the signing of this certificate shall also constitute the signing of the Order for all purposes; and that the Order, as signed, has been duly recorded in the minutes of the Court for such meeting.

5. That each of the officers and members of the Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of such meeting of the Court, and that the Order would be introduced and considered for passage at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting to consider and act upon such subject.

6. That written notice of the date, hour, place and subject of the meeting of the Court described in the excerpt from the minutes was posted on a bulletin board located at a place convenient to the public in the County Courthouse of the County; and that such meeting was open to the public as required by law at all times during which the Order and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Article 6252-17, Vernon's Texas Civil Statutes, as amended.

SIGNED AND SEALED the 12 day of November, 1985.

Dianne Wilson
Dianne Wilson
County Clerk

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

(COMM. CT. SEAL)

17

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

The Commissioners' Court of the County of Fort Bend Texas, convened in Special session at a regular term of said Court, open to the public, on Tuesday, November 12, 1985, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners' Court and officer of the County, to-wit:

Jodie Stavinoha	-	County Judge
Johnnie Pustka	-	Commissioner, Precinct No. 1
Ben Denham	-	Commissioner, Precinct No. 2
Alton Pressley	-	Commissioner, Precinct No. 3
Bob Lutts	-	Commissioner, Precinct No. 4
Dianne Wilson	-	County Clerk

and all of said persons were present. Whereupon, among other business the following was transacted at said meeting: a written order entitled:

ORDER ON PETITION FOR PERMISSION TO SELECT AND APPOINT
 A TREASURER AND A TAX ASSESSOR AND COLLECTOR

(the "Order") was duly introduced for the consideration of the Commissioners' Court and reviewed in full. It was then duly moved and seconded that the Order be passed; and, after due discussion, the motion, carrying with it the passage of the Order, prevailed and carried by the following vote:

AYES: ALL NOES: NONE

The County Judge thereupon announced that the Order had been duly and lawfully adopted. The Order thus adopted follows:

ORDER ON PETITION FOR PERMISSION TO SELECT AND APPOINT A TREASURER AND A TAX ASSESSOR AND COLLECTOR

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

WHEREAS, by Order duly adopted by the Commissioners' Court of Fort Bend County, Texas, on the 5th day of November, 1984, the Commissioners' Court of Fort Bend County, Texas, acting under the authority of Article XVI, Section 59, Texas Constitution and Title 4, Chapter 57, Texas Water Code, as amended, created Fort Bend County Levee Improvement District No. 7 (the "District"); and

WHEREAS, on the 12th day of November, 1985, there was presented to the County Judge and Commissioners' Court of Fort Bend County, Texas, a petition (the "Petition") requesting the following:

(1) That the Clerk of the Commissioners' Court of Fort Bend County file the Petition, and

(2) That the Commissioners' Court of Fort Bend County adopt an order pursuant to the provisions of Section 57.178, Texas Water Code, Vernon's Texas Codes Annotated, permitting the Board of Directors of the District to select and appoint a treasurer and a tax assessor and collector; and

WHEREAS, the Petition, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is in proper form and has been properly executed by the Chairman and Secretary of the Board of Directors of the District and the owner of a majority of the acreage in the District; and

WHEREAS, Title 4, Chapter 57 of the Texas Water Code, as amended, confers jurisdiction on the Commissioners' Court of Fort Bend County, Texas, to grant all that is prayed for in the Petition.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED by the County Judge and Commissioners' Court of Fort Bend County, Texas:

1 7

Section 1: That the foregoing recitals be and the same are hereby found to be true and correct.

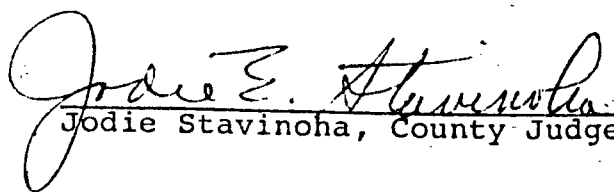
Section 2: That the Petition be and the same is hereby in all respects granted.

Section 3: That the Clerk of the Commissioners' Court file the Petition.

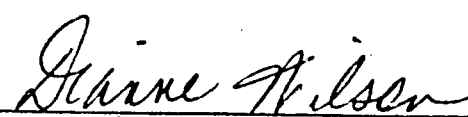
Section 4: That the Board of Directors of Fort Bend County Levee Improvement District No. 7, be and hereby is authorized to select and appoint a treasurer and a tax assessor and collector for the District as provided in Section 57.178, Texas Water Code, Vernon's Texas Codes Annotated, as amended.

Section 5: That a copy of this Order shall be recorded in the minutes of this Court.

PASSED AND APPROVED this 12th day of November, 1985.


Jodie Stavinoha, County Judge

ATTEST:


Dianne Wilson
County Clerk and
Ex-Officio Clerk of the
Commissioners' Court of
Fort Bend County, Texas

PETITION FOR PERMISSION TO
SELECT AND APPOINT A TREASURER AND
A TAX ASSESSOR AND COLLECTOR

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND § .

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

The undersigned (herein the "Petitioners") being Fort Bend County Levee Improvement District No. 7 (the "District") and Lexington Development Company, the owner of a majority of the acreage included in the District (the "Landowner"), acting pursuant to the provisions of Chapter 57, Title 4, Texas Water Code, as amended, respectfully petition the County Judge and Commissioners' Court of Fort Bend County, Texas, for permission for the District to select and appoint its own treasurer and tax collector.

Petitioners would respectfully show the following:

I.

The District was created by the Commissioners' Court of Fort Bend County, Texas, by order dated November 5, 1984, acting under the authority of Article XVI, Section 59, Texas Constitution and Chapter 57, Title 4, Texas Water Code, as amended.

II.

The undersigned are Chairman and Secretary of the Board of Directors of the District and the owner of a majority of the acreage included in the District, respectfully.

III.

Chapter 57, Texas Water Code, presently provides that the county treasurer and the county assessor and collector shall act as the treasurer and the assessor and collector for the District.

IV.

Senate Bill 957, Acts of the 65th Legislature, Regular Session, 1977 (codified as Article 57.178, Texas Water Code) permits the Commissioners' Court of Fort Bend County to adopt an order permitting a levee improvement district within Fort Bend

County, Texas to select and appoint a treasurer and tax assessor and collector for the District.

V.

The Petitioners have determined that a burden will be imposed upon the County Officials if they are obligated to perform these functions for the District and that the District's financing could be done more expeditiously and at lower rates if the District were authorized to select and appoint its own treasurer and tax assessor and collector.

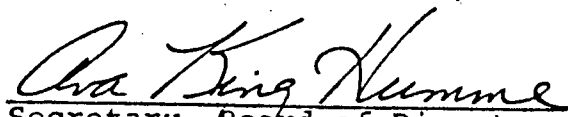
WHEREFORE, the undersigned respectfully pray for the following: that this petition be properly filed as provided by law; that upon filing of this petition, the Honorable Commissioners' Court of Fort Bend County, Texas, adopt an order pursuant to the provisions of Section 57.178, Texas Water Code, Vernon's Texas Codes Annotated, permitting the Board of Directors of the District to select and appoint a treasurer and a tax assessor and collector; and that such order be entered in the minutes of the Commissioners' Court of Fort Bend County, Texas.

RESPECTFULLY SUBMITTED this 21st day of January, 1985.

FORT BEND COUNTY LEVEE IMPROVEMENT
DISTRICT NO. 7


Chairman, Board of Directors

ATTEST:


Secretary, Board of Directors

[SEAL]

LEXINGTON DEVELOPMENT COMPANY,
a Texas Limited Partnership

By:  AB
C. Robert Woolsey

Its: Attorney-in-Fact

TGG3
FB7/001

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

CERTIFICATE FOR ORDER

We, the undersigned officers of the Commissioners' Court (the "Court") of Fort Bend County, Texas (the "County"), do hereby certify as follows:

1. That we are the duly chosen, qualified and acting officers of the Court for the offices shown below our signatures and that as such we are familiar with the facts herein certified.

2. That there is attached to and follows this certificate an excerpt of proceedings from the minutes of a meeting of the Court which is a true, full and complete excerpt of all proceedings from the minutes of the Court pertaining to the adoption of the order described therein; and that the persons named in such excerpt as the officers and members of the Court or as officers of the County are the duly chosen, qualified and acting officers and members as indicated therein.

3. That a true and complete copy of the order (the "Order"), as adopted at the meeting described in such excerpt from the minutes, is attached to and follows such excerpt.

4. That the Order has been duly and lawfully adopted by the Court and that the County Judge of the County has approved, and hereby approves, the Order; that the County Judge and the County Clerk of the County have duly signed and attested the Order and each, respectively, hereby declares that the signing of this certificate shall also constitute the signing of the Order for all purposes; and that the Order, as signed, has been duly recorded in the minutes of the Court for such meeting.

5. That each of the officers and members of the Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and subject of such meeting of the Court, and that the Order would be introduced and considered for passage at such meeting, and each of such officers and members consented, in advance, to the holding of such meeting to consider and act upon such subject.

6. That written notice of the date, hour, place and subject of the meeting of the Court described in the excerpt from the minutes was posted on a bulletin board located at a place convenient to the public in the County Courthouse of the County; and that such meeting was open to the public as required by law at all times during which the Order and the subject matter thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Article 6252-17, Vernon's Texas Civil Statutes, as amended.

SIGNED AND SEALED the 12 day of November, 1985.

Dianne Wilson
Dianne Wilson
County Clerk

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

(COMM. CT. SEAL)

STATE OF TEXAS
COUNTY OF TRAVIS

LOCAL HEALTH SERVICES
C O N T R A C T

The Texas Department of Health, hereinafter referred to as RECEIVING AGENCY,
acting through its Deputy Commissioner for Management and Administration,
and FORT BEND COUNTY
(Authorized Contracting Entity)

acting through FORT BEND COUNTY HEALTH DEPARTMENT
(Name of PERFORMING AGENCY)

hereinafter referred to as PERFORMING AGENCY, acting through
Jodie E. Stavinoha
(Name of Person Authorized to Sign Contracts)

its County Judge
(Title of Person Authorized to Sign Contracts)

mutually agree as follows:

ARTICLE 1. Scope of Work

PERFORMING AGENCY shall perform the work outlined in the Scope(s) of Work which is/are hereby incorporated and made a part of this contract as Attachment(s) 1, plus amendments which may be added by additional Attachment(s) from time to time as hereinafter provided.

ARTICLE 2. Terms

The term of this contract shall be governed by the time period on the Attachment(s). No commitment of contract funds is permitted prior to the first day of the Attachment term nor subsequent to the last day of the Attachment term. The term may be extended by amendment(s).

ARTICLE 3. Applicable Laws and Standards

This contract shall be governed by the laws of the State of Texas.

PERFORMING AGENCY agrees that the Uniform Grant and Contract Management Standards (UGCMS), Article 4413, Section 32g, V.A.C.S., will apply as terms and conditions of this contract, and the standards are adopted by reference in their entirety. If there is a conflict between the provisions of this contract and UGCMS, the provisions of UGCMS will prevail unless expressly stated otherwise. A copy of this manual and its references are provided to PERFORMING AGENCY by RECEIVING AGENCY upon request.

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UGCHS contains requirements in OMB Circulars No. A-102 and A-87 that pass-through with State and Federal monies including but not limited to:

1. allowable costs in applicable Cost Principles, A-87;
2. financial management standards, A-102, Attachment G;
3. procurement, A-102, Attachment O; and
4. audit requirements, A-102, Attachment P.

In addition, A-102, Attachment O, sets out provisions that must be in all contracts. Those provisions are hereby adopted when applicable, and include but are not limited to: audit and record access and retention; Equal Employment Opportunity; environmental and energy protection laws and regulations.

PERFORMING AGENCY will comply with the requirements set forth in the enabling Federal legislation, as set out in the Attachment(s) hereto, Treasury Circular 1075 (31 CFR Part 205) and all other Federal laws and regulations applicable to Federal funding source(s) in this contract.

PERFORMING AGENCY will utilize RECEIVING AGENCY policies and procedures for hiring and promoting individuals into state budgeted positions funded by this contract. Qualifications of any individuals filling these positions will be subject to approval of RECEIVING AGENCY Bureau of Personnel Management. The purpose of the approval is to insure that individuals occupying these state budgeted positions meet minimum educational and experience requirements.

PERFORMING AGENCY shall have in place legally sufficient Due Process Hearing Procedures for all of its state budgeted employees.

The Director of PERFORMING AGENCY shall have full authority to employ, promote, suspend, demote, discharge, and transfer any and all state budgeted personnel funded by Attachment(s) to this contract; provided, however, that any demotions, suspension, or discharge of such state budgeted employees shall be in accordance with the Due Process Hearing Procedures as set out above. All personnel funded by Attachment(s) to this contract are employees of PERFORMING AGENCY which shall be responsible for their direction and control and liable for any of their acts or omissions. The only distinction between state budgeted and local paid employees is that employees on state budgeted positions receive state benefits, and are subject to certain obligations as state employees, as contained in state law. These obligations include provisions that no employee paid on a State budgeted position may receive a salary supplement from any other source. PERFORMING AGENCY agrees to defend and indemnify RECEIVING AGENCY for any and all claims and/or judgements taken against any employees, state or local, or against said RECEIVING AGENCY, arising out of any claims or cause of action against any such employees.

ARTICLE 4. Compensation and Payment

For services satisfactorily performed pursuant to the Scope(s) of Work, PERFORMING AGENCY shall have furnished or be reimbursed by RECEIVING AGENCY an amount not to exceed the total of all Attachment(s) which are attached hereto. Allowable costs shall be only as outlined in the Attachment(s).

RECEIVING AGENCY policy interpreting UGCMS, a copy of which is provided as supplementary material to the UGCMS manual.

PERFORMING AGENCY shall develop a fee for service system and a schedule of fees for personal health services in accordance with the provisions of Article 4414c, V.C.S., and the Texas Board of Health rules covering Fees for Clinical Health Services (25 TAC, Sec. 1.19) and other applicable laws; provided, however, that a patient may not be denied a service due to inability to pay.

ARTICLE 7. Records

PERFORMING AGENCY will have a system in effect to protect from inappropriate disclosure of patient records maintained in connection with the activities funded under this contract.

ARTICLE 8. Reports and Inspections

PERFORMING AGENCY shall make financial, program, progress, and other reports as requested by RECEIVING AGENCY in the format agreed to by the parties hereto and will arrange for onsite inspections by RECEIVING AGENCY. PERFORMING AGENCY shall participate fully in any required evaluation study.

PERFORMING AGENCY will furnish RECEIVING AGENCY an annual budget of PERFORMING AGENCY on forms provided by RECEIVING AGENCY. The budget shall be for PERFORMING AGENCY current fiscal year ending 12-31-86. The budget shall be shown by object of expense category and include all funding sources. The personnel category shall include position classification and gross salary for all employees.

ARTICLE 9. Amendments

This contract may be amended as provided in Article 4, or by the addition of Attachments(s) containing additional Scope(s) of Work and Budget(s) related to same, or by revision of existing Attachment(s) and the Scope(s) of Work and/or Budget(s); such Attachment(s) to be duly executed by the parties as hereinabove provided.

This contract shall not be altered, changed, or amended except by instrument in writing executed by authorized officials of the parties hereto.

ARTICLE 10. Property and Supplies

Subject to the obligations and conditions set forth in this contract and UGCMS, title to all property purchased from funds provided herein shall vest upon acquisition with PERFORMING AGENCY. PERFORMING AGENCY shall maintain a property and supplies inventory and administer a program of maintenance, repair, and protection of assets provided under this contract so as to assure their full availability and usefulness for performance under this contract.

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PERFORMING AGENCY will not bill RECEIVING AGENCY for any costs under this contract which have also been billed or should have been billed to any other funding source.

Costs claimed for reimbursement must be substantiated. With proper justification, and concurrence of RECEIVING AGENCY, PERFORMING AGENCY may request advance payment under this contract in accordance with the applicable provisions of this contract.

PERFORMING AGENCY may be reimbursed for local personnel costs or other categories of expense used to fulfill the scope of work of an Attachment in lieu of being furnished state payroll warrants after a state budgeted position becomes vacant. Reimbursement shall not exceed the balance of funds on the state budgeted position after all benefits, obligations, and/or other entitlements are met. County Health Director, Dr. Walter Culpepper, (title and name of person) is authorized to request such transfer for PERFORMING AGENCY, the method and format of which shall be prescribed by RECEIVING AGENCY.

PERFORMING AGENCY shall submit certified vouchers according to the procedures set out in this contract. At the close of each quarter, a signed financial report, the format of which is in the UGCMS, must be submitted.

ARTICLE 5. Funding

PERFORMING AGENCY shall use funds from this contract to supplement its budget. These funds will in no event supplant existing funds currently available to PERFORMING AGENCY.

PERFORMING AGENCY agrees to assign to RECEIVING AGENCY expenditures of local funds for public health services as matching for Federal funds. Such assigned local matching funds shall be reported to RECEIVING AGENCY on the annual final report (Form 270). In the event such assigned funds are required by PERFORMING AGENCY to match other Federal funds, prior written approval must be obtained from RECEIVING AGENCY to withdraw the assigned funds from RECEIVING AGENCY.

This contract is contingent upon funding being available for the term of the Attachment(s) and PERFORMING AGENCY shall have no right of action against RECEIVING AGENCY in the event that RECEIVING AGENCY is unable to perform its obligations under this contract as a result of the suspension, termination, withdrawal, or failure of funding to RECEIVING AGENCY or lack of sufficient funding of RECEIVING AGENCY for any Attachment(s) to this contract. If funds become unavailable, provisions of the Termination Article in this contract shall apply.

ARTICLE 6. Program Income

All revenues received from the delivery of contract services shall be identified and reported and shall be utilized as provided in this article. Such program income shall be retained by PERFORMING AGENCY and; (1) be used by PERFORMING AGENCY for any purposes which further the objectives of legislation under which the contract was made and be deducted from total project costs, or (2) be deducted from total project costs, according to

RECEIVING AGENCY retains the option to recover all unused supplies and useable equipment furnished under this contract upon the termination of relationship of the parties hereto. This also includes acquisitions through lease-purchase agreements with funds provided under this contract or with funds provided by program income attributable to the programs provided for under this contract.

In the event PERFORMING AGENCY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to, the assets provided under this contract during the period of this contract, it shall use the proceeds to repair or replace said assets.

ARTICLE 11. Discrimination Prohibited

No person in the United States shall on the grounds of race, creed, color, handicap, age, ability to pay, sex, or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. The parties will comply with the regulations promulgated by the Secretary of DHHS, with the approval of the President of the United States, pursuant to Title VI of the Civil Rights Act of 1964 (45 CFR Part 80).

In addition, PERFORMING AGENCY shall comply with the provisions of the Rehabilitation Act of 1973, Public Law 93-112, Section 504, which ensures that no individual "shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination in this program."

ARTICLE 12. Severability

If any provision(s) of this contract shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof, and the illegal or invalid provision(s) shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions shall continue.

ARTICLE 13. Scope of Agreement

This contract incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the Attachment(s) and all such covenants, agreements, and understandings have been merged into this written contract. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this contract.

ARTICLE 14. Termination

This contract or any Attachment(s) hereto may be terminated by either of the parties hereto for noncompliance by the other party. A party intending to terminate for noncompliance by the other party shall provide written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall include the reasons for the

termination and shall provide the other party an opportunity to rebut the reasons in writing. A hearing may be requested on the proposed termination if such request is made in writing within ten (10) days from any final notification of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law or under this contract.

This contract or any Attachment(s) hereto may be terminated in whole, or in part, when both parties agree that continuation would not produce results commensurate with further expenditure of funds. Both parties shall agree on the effective date and, in the case of partial termination, the portion to be terminated. RECEIVING AGENCY shall immediately send PERFORMING AGENCY written notice of the terms agreed to and such notice shall become a part of the contract. PERFORMING AGENCY shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. RECEIVING AGENCY shall allow full credit to PERFORMING AGENCY for noncancelable obligations which were properly incurred prior to the termination date.

This contract or any Attachment(s) hereto may be terminated if funds allocated for any Attachment(s) hereto should become reduced, depleted, or unavailable during any Attachment(s) budget period, and RECEIVING AGENCY is unable to obtain additional funds for such purposes. RECEIVING AGENCY shall immediately provide written notification to PERFORMING AGENCY of such fact and such Attachment(s) to this contract is/are terminated upon receipt of that notification. PERFORMING AGENCY shall not incur new obligations after the effective date and shall cancel as many outstanding obligations as possible. RECEIVING AGENCY shall allow full credit to PERFORMING AGENCY for noncancelable obligations which were properly incurred prior to the termination date.

This contract or any Attachment(s) hereto may be terminated in the event that Federal or state laws or other requirements should be amended or judicially interpreted so as to render continued fulfillment of this contract, on the part of either party, unreasonable or impossible. If the parties should be unable to agree upon amendment which would therefore be needed to enable the substantial continuation of the services contemplated herein, then, upon written notification by RECEIVING AGENCY to PERFORMING AGENCY, the parties shall be discharged from any further obligations created under the terms of this contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

ARTICLE 15. Financial Reporting Requirements

The following prescribes uniform procedures and the standard forms for PERFORMING AGENCY to:

1. request reimbursements and/or advance payment, and
2. summarize and report expenditures and unexpended funds.

Reimbursements

Monthly, or as needed, PERFORMING AGENCY shall submit a State of Texas Purchase Voucher (TDH Form #AG-37).

Advance Payment

PERFORMING AGENCY may request an advance with proper justification and concurrence of RECEIVING AGENCY. Amount of the advance shall be determined by the amount and term of the Attachment(s); however, for each Attachment, the amount of the advance shall not exceed one-sixth (1/6th) of the Attachment amount. The advance will be requested on a State of Texas Purchase Voucher at the beginning of the Attachment period or at a single later time in the Attachment period if circumstances so warrant and the request is approved. Advance funds will be liquidated in the final months of the Attachment period so that, after final monthly billing, PERFORMING AGENCY will not have advance funds on hand. Advance funds may be drawn only to meet immediate cash needs for disbursement (UGCMS and Federal Circulars).

Reports

Quarterly - PERFORMING AGENCY shall submit a Financial Status Report State Supplemental Form 269a (TDH Form #GC-4) by the twentieth (20th) of the month following a quarter. Reporting requirements apply regardless of whether or not costs have been incurred.

Annual/Final - PERFORMING AGENCY shall submit no later than 90 days after the end of the Attachment period final quarterly Financial Status Report State Supplemental Form 269a and Request for Advance or Reimbursement Form 270. If necessary, a State of Texas Purchase Voucher will also be submitted if all costs have not been recovered or a refund will be made of excess monies if costs incurred were less than funds received.

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EXECUTED IN TRIPLICATE ORIGINALS ON THE DATES INDICATED.

CONTRACTING ENTITY
FOR AND IN BEHALF OF
PERFORMING AGENCY

RECEIVING AGENCY

By *J. E. Stavino*
(Signature of Person Authorized
to Sign Contracts)

By _____
Hermas L. Miller
Deputy Commissioner
Management and Administration

Title County Judge

Date _____

Date 11-12-85

Recommended:

Recommended:

By Dr. Walter Culpepper
(PERFORMING AGENCY Director,
if different from above)

By *C. C. Eaves M.D.*
C. C. Eaves, M.D.
Associate Commissioner
Community and Rural Health

Print or Type
PERFORMING AGENCY Address:

Approved as to Form:

(Mailing Address)

By _____
Office of General Counsel

3409 Avenue F
(Street Address, if different)

Rosenberg, Texas 77471
(City, Zip Code)

PERFORMING AGENCY: FORT BEND COUNTY HEALTH DEPARTMENT

PROGRAM WITHIN RECEIVING AGENCY (TDH): COMMUNITY AND RURAL HEALTH

TERM: September 1, 1985 through August 31, 1986

SCOPE OF WORK:

The state direct assistance and other funds to health departments are intended to supplement in the delivery of comprehensive public health services to protect the health of all citizens in the department's jurisdiction. Personal health services may include, but are not limited to, immunizations, maternal and child health, crippled children, adult health, tuberculosis control, chronic disease, dental health, public health education, and venereal disease control. Environmental health services may include, but are not limited to, food inspections, wastewater control, vector control, premise inspections, swimming pool inspections, and other services as related to the particular problems of the jurisdiction.

Required personnel, payroll, and time records on state budgeted personnel as the basis for issuance of state payroll warrants shall be submitted to RECEIVING AGENCY.

Reports of services performed under this attachment shall be submitted to the Office of Community and Rural Health. Also, evidence that a public hearing was held on expenditure of health block grant funds and an annual audit report shall be submitted.

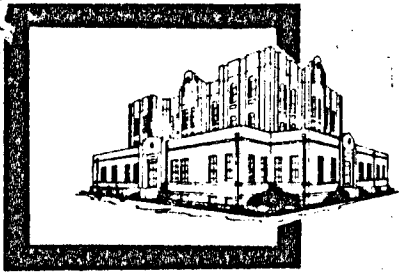
LEGAL AUTHORITY:

Current Appropriations Bill.

BUDGET:

The attached list of positions and budgetary amounts, exclusive of category 41 if applicable, is an integral part of Attachment 1. A state warrant will be issued for each filled position in the amount of monthly net salary earnings.

Total amount of this Attachment shall not exceed \$32,791.56.



Comm. Istka
Comm. Denham
Comm. Pressley
Comm. Lutts
Agenda/Nov. 12
Dianne Wilson

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0029

THE COUNTY OF WHARTON
WHARTON, TEXAS 77488

I. J. IRVIN, JR.
COUNTY JUDGE

100 COURTHOUSE BUILDING
409/532-4612

November 1, 1985

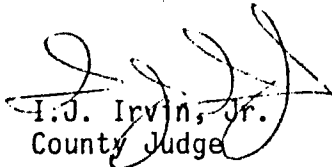
The Honorable Jodie E. Stavinoha
County Judge, Fort Bend County
P.O. Box 368
Richmond, Texas 77469

Dear Judge Stavinoha:

Enclosed is a letter and petition prepared by Mr. Hill, Attorney for Wharton and Fort Bend County. It is self explanatory and I respectfully request that your Court consider acting on the petition as indicated.

Thank you for your support.

Yours Truly,


I. J. Irvin, Jr.
County Judge

IJI, JR:fe

Enclosure

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KLEBERG, DYER, REDFORD & WEIL

ATTORNEYS AT LAW
380-W EXCHANGE PARK
7800 SHOAL CREEK BLVD
AUSTIN, TEXAS 78757
(512) 458-6231

JEPHTHA P. HILL
PARTNER

CORPUS CHRISTI,
TEXAS OFFICE
(512) 884 3551

October 28, 1985

Honorable I. J. Irvin, Jr.
County Judge
100 Courthouse Building
Wharton, Texas 77488

Re: Texas Water Commission
Rulemaking

Dear Judge Irvin:

I enclose for your consideration a draft Petition for Rulemaking by the Texas Water Commission. The gist of this Petition is to establish a rule that would keep the Commission from processing or holding hearings on solid waste or injection well applications in which the applicant does not own either the real property required for the project or an option to acquire the real property and does not have the power of eminent domain to acquire the property needed.

As you will see from the contents of the Petition, the problem with not requiring the applicant to show that he owns or can acquire the necessary real property rights is that such an applicant may force the Commission and protestants to go to full evidentiary hearing on the application and even to decide the application before the applicant has even gone to the trouble of acquiring the property. A more prudent rule would be to reserve the use of the Commission's adjudicative resources (and protestant's resources, too) for those applications in which the applicant has power of eminent domain or already holds the real property rights or options necessary for the project.

The Commission is now in the process of reviewing all of its procedural rules and would, I believe, give serious thought to this draft rule if it were broadly supported. As the rule is drawn, I can foresee no objection by any good faith applicant to its adoption. I think it would certainly have no impact whatsoever on legitimate industrial applications or applications by local governments. All it does is weed out the rare one that has not finished his homework.

BEFORE THE
TEXAS WATER COMMISSION

§
§
§ Rulemaking Petition
§
§
§

PETITION FOR THE ADOPTION
OF A RULE

TO THE HONORABLE TEXAS WATER COMMISSION:

NOW COMES the Commissioners' Court of Fort Bend County, whose address is set out at the end of this petition, requesting this Honorable Commission under §11 of art. 6252-13a and Rule 301.59 of the Commission, to adopt the rule set out herein.

I. The Proposed Rule

Petitioner requests adoption of the following rule which could be codified as a new subsection (12) to rule 338.153 (pertaining to the contents of applications) or could be codified at one or more other locations in the Commission's rules.

Prima Facie Showing of Standing

(a) Each application for one or more permits under either chapter 27 of the Texas Water Code or art. 4477-7 shall include each of the following:

(1) A sworn statement by the applicant, making particular reference to each parcel of

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real property on which any proposed injection well or surface treatment facility or any part of such a surface treatment facility is proposed to be located, that the applicant either (i) owns or has a valid option to acquire all real property rights needed to conduct the proposed activities and to construct the proposed facilities at the proposed site or sites, or (ii) has the right of eminent domain to acquire the rights in real property needed to conduct the proposed activities or construct the proposed facilities at the proposed site or sites, or (iii) through a combination of owning the necessary real property rights or options or exercising its power of eminent domain that the applicant does own or hold an option upon or can exercise its right of eminent domain to acquire the necessary rights in real property to conduct the proposed activities and to construct the proposed facilities as the proposed site or sites;

(2) An opinion letter signed by an attorney licensed to practice law in Texas stating his or her opinion that the applicant has (or has options to acquire) the real property rights, or power of eminent domain to acquire such

rights, or a combination of the foregoing as claimed in the applicant's sworn statement provided pursuant to (a)(1) above; and,

(3) As consistent with the statement given in response to paragraph (a)(1) above, a true copy of each deed, lease, easement, option, or other document evidencing real property rights or the right to acquire such rights by which applicant claims to own or hold an option on the real property rights needed to conduct the proposed activities and to construct the proposed facilities upon the proposed site or sites.

(b) Until the prima facie showing of standing required by this paragraph (12) has been provided, no action other than the initial determination of administrative completeness of the application or applications in question and notice to the applicant of deficiencies shall be taken. If on the motion of the Texas Water Commission (made by either the Public Interest Advocate, the Executive Director's counsel, or a hearing examiner or commission) or of any party the Commission shall determine that the standing requirement of subparagraph (a) is not satisfied, then the applicant shall have 10 days to correct the deficiency. For the duration of the said 10-day period, all schedules set in proceedings on the application as to which the deficiency has been found

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and proceedings on all applications consolidated therewith shall be suspended. If the deficiency is not remedied within the said 10-day period, at the end of that 10-day period, the application in question shall be dismissed without prejudice.

II.
EXPLANATION OF THE RULE

First, this proposed rule does not involve the Commission in adjudicating property rights. This is only a rule of pleading, not of proof; it calls only for the applicant to plead (and provide its attorney's opinion letter) that the applicant is in a position to act on the permit if one is granted. An applicant who passes this pleading requirement may still lack the necessary real property rights, but that is a matter for a court of proper jurisdiction. However, an applicant who cannot pass this simple pleading requirement should not be allowed to proceed further because doing so will commit and consume agency resources.

This proposed rule of standing would simply require an applicant seeking a permit under either Chapter 27 of the Texas Water Code (pertaining to injection wells) or Article 4477-7 (the Texas Solid Waste Disposal Act) to provide three things (1) a short sworn statement that the applicant either owns or holds an option on or has eminent domain power to acquire the real property on which the proposed facility will be located; (2) an opinion letter from a Texas lawyer that the applicant does hold the property rights or option or power of eminent domain which the applicant claims; and (3) copies of the deeds, leases,

options, or other legal instruments by which the applicant has acquired or expects to acquire the real property rights needed for the project.

Part (b) of the Rule provides that until the showing required by part (a) of the Rule has been given, no agency action other than the initial determination of the completeness of the application shall be taken. Part (b) of the Rule further provides that in the event the requirement of part (a) has been overlooked, but is noticed at a later point in the proceeding, the applicant shall be given ten days to cure the defect. For the duration of the ten-day period the applicant is given to cure the deficiency, all schedules for discovery, hearing, briefing, or other action by the Commission or its Hearing Examiner are suspended. If the deficiency is not remedied within the ten-day period, the application is to be dismissed, but may be re-filed at a later date.

III.

AUTHORITY TO PROMULGATE THE PROPOSED RULE

The Texas Water Commission is given authority by Section 27.019 of the Texas Water Code to adopt rules and procedures reasonably required for the performance of its powers, duties, and functions under Chapter 27 of the Texas Water Code. Likewise, the Texas Water Commission is authorized by Section 4(c) of Article 4477-7 to adopt and promulgate rules consistent with the general intent and purposes of that Act and to establish minimum standards of operation for all aspects of the management and control of the solid waste over which it is given

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jurisdiction under that Act.

The essential function of the proposed rule is to avoid the waste of the staff time and adjudicatory resources of the Texas Water Commission on consideration of projects which the applicant may be unable to complete for want of necessary real property rights (or the enforceable right to acquire them). The time of the technical staff of the Texas Water Commission and the adjudicatory resources of that Commission are essential to the conduct of its operations as a licensing and enforcement agency under the provisions of the Texas Water Code and the Texas Solid Waste Disposal Act. Therefore, where an opportunity arises reasonably to limit the diversion of staff time and agency dollars from licensing and enforcement activities of major importance to the consideration of permit applications which are so speculative that this pleading rule cannot be satisfied, it advances state's administration of its injection well and solid waste programs to focus agency resources on those activities which have the greater effect.

IV.
WHY THE RULE IS NEEDED

The proposed rule is needed to conserve and focus the resources of the state and the resources of parties appearing before the Commission upon the most important applications brought before the Commission, rather than to have those resources committed by applicants without regard to whether the application being brought is even plausible or creditable on its

face. The technical staff resources and the adjudicatory resources of the Texas Water Commission are indispensable to the functioning of the Texas Water Commission and are in limited supply. Without a rule of standing, such as has been proposed herein, an application for a project involving waste disposal wells or a hazardous waste facility may be proposed in an application before the Texas Water Commission and may consume inordinate quantities of staff time, expense, and adjudicatory time only to result in a Texas Water Commission order which is wholly declaratory and speculative because the applicant lacks the necessary real property rights or options or power of eminent domain to construct the proposed facility or conduct the proposed activity at the indicated site or sites. Given the limitation of staff and adjudicatory resources at the Texas Water Commission, there is no reason why such a commitment of resources, triggered by parties outside the Commission, need be tolerated; and there is every reason to believe that a Commission policy which refused to entertain such speculative applications would free-up an additional quantum of staff and adjudicatory resources for better use.

The rule would likewise protect the resources of local governments and other potential intervenors in proceedings before the Texas Water Commission. Effective intervention in Texas Water Commission proceedings under Chapter 27 of the Texas Water Code (the Injection Well Act) or art. 4477-7 (The Texas Solid Waste Disposal Act) is expensive; it requires a protestant to engage technical experts and lawyers to review and develop issues

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in the proceeding. Furthermore, effective intervention by protestants is indispensable to the judicious exercise of Texas Water Commission jurisdiction in such matters because:

1. Despite the very considerable technical expertise of the Texas Water Commission, the Commission and its predecessor, the TDWR, have not historically played an active part in discovering or offering evidence as to the legal adequacy of published or mailed notice, a jurisdictional issue in such proceedings.

2. Historically, neither the Commission nor the TDWR has played an active role in discovering or offering evidence as to the need for proposed waste facilities or whether they serve the public interest.

3. Historically, neither the Commission nor the TDWR has played an active role in discovering or offering evidence as to the social or economic impacts (including safety, health, land use, transportation, and economic impacts and alternatives to the project) of proposed facilities, leaving these matters to be developed by intervenors, to the extent such intervenors are willing and able to undertake the considerable financial burdens of intervention on such issues.

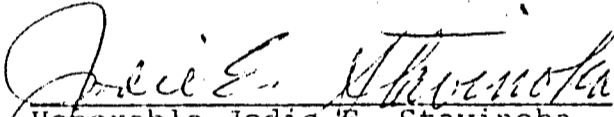
The funds with which intervenors purchase the services of expert witnesses and attorneys are limited, and if the Commission values the role these intervenors can play, the Commission must

likewise favor a rule which would screen from the hearing process applications which are speculative by virtue of the fact that the applicant does not own (or own the right to acquire by option or eminent domain) the necessary real property rights. Unless the Commission adopts such a rule, intervenors such as local governments cannot afford to ignore any application which is set for hearing. Thus, the purely speculative application works as a "decoy" to attract a commitment of intervenor resources and thus divert those resources from proceedings in which they are more likely to be productive.

WHEREFORE, PREMISES CONSIDERED, Petitioner requests the Texas Water Commission to adopt the rule set out herein.

Respectfully submitted,

COMMISSIONERS' COURT OF
FORT BEND COUNTY


Honorable Jodie E. Stavinoha
County Judge
P. O. Box 368
Richmond, Texas 77469



00342

#11

HALL SPRINKLER COMPANY

INVOICE# 822

DATE: 10/31/85

NAME: Fort Bend County

ADDRESS: P. O. Box 368

CITY: Richmond, Texas 77469

ATTN: Jodie E. Stavinoha

JOB: Fort Bend County Central Library - Irrigation system.

P.O.# _____

CONTRACT PRICE-----\$18,881.00

CHANGE ORDER-----#1---\$ _____

#2---\$ _____

#3---\$ _____

ADJUSTED CONTRACT PRICE-----\$18,881.00

40 % OF CONTRACT COMPLETE-----\$ 7,552.40

LESS 10 % RETENTION-----\$ 755.24

METER CHARGES-----\$ _____

TOTAL-----\$6,797.16

LESS AMOUNT PREVIOUSLY PAID-----\$ -0-

AMOUNT NOW DUE-----\$6,797.16

COMPANY OFFICIAL

[Signature]
President

DATE

11-11-85

Approved
11/12/85
[Signature]

12. CONSIDER TEMPORARY CLOSING OF A SECTION OF HARLEM RD. BETWEEN HWY. 90A AND OYSTER CREEK FOR CONSTRUCTION FROM NOVEMBER 18-29:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve temporary closing and provide a detour section of Harlem Rd. between Hwy. 90A and Oyster Creek for construction from November 18-29.

13. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE ALONG & UNDER JONES RIVER RD. IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve application from Southwestern Bell Telephone to lay cable along & under Jones River Rd. in Precinct 1. (Recorded in minutes in full)

14. CONSIDER APPLICATION TO CANCEL & VACATE RIVERWOOD VILLAGE, SECTION 2 RIVERWOOD VILLAGE, SECTION 3 IN PRECINCT 1 BY TODD DEVELOPMENT CO.:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to set public hearing for December 16 at 10:00 a.m. for the purpose to hear application to cancel and vacate Riverwood Village, Section 2 and 3 Subdivision. (Recorded in Minutes in full)

Charles Stiles representing Todd Development Company was present in Court.

15. AWARD BIDS ON STRIPING OF COUNTY ROADS (#85-59) & PLAIN PAPER RETRIEVAL READER/PRINTER (#85-67):

Award bid on striping of county roads:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Denham voting no, Commissioners' Court finds that the lowest and best bid be awarded to STRIPING UNLIMITED CORP. in the amount of \$.0567 linear foot of paint, and the Court further finds that said bid meets all specifications. (Recorded in minutes in full)

Award bid on plain paper retrieval reader/printer:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting no, Commissioners' Court finds that the lowest and best bid be awarded to GLOBAL SERVICES in the amount of \$16,995.00 subject to a 90 day equipment warranty, the Court further finds that said bid meets all specifications. Funds to come from County Clerk's 1986 Budget. (Recorded in minutes in full)

16. MEET IN CLOSED SESSION TO DISCUSS LITIGATION & LAND MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (E) & (F), V.T.C.S.:

Met in Closed Session.

17. TAKE ACTION ON ANY ITEMS DISCUSSED IN CLOSED SESSION:

No action taken.

RECESS:

Commissioners' Court recessed at 11:15 a.m.

RECONVENE:

Commissioners' Court reconvened at 12:10 p.m.

0029

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 12 day of November, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Company dated November 1, 1985, permit no. 80712 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 Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 82, 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 Austka, seconded by Commissioner Benham, 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 regulation order thereof.

BY Stanley L. Kucharski
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
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.

NOTICE OF PROPOSED CABLE AND/OR POLE LINE ACTIVITY IN
FORT BEND COUNTY ROAD OR DITCH RIGHT-OF-WAY

00345

To be Submitted in Quintuplicate----5

COUNTY OF FORT BEND
COMMISSIONER'S COURT

Precinct No. 1
Key Map Ref. _____
Notification No. 80712

Formal notice is hereby given that Southwestern Bell Telephone Company proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or 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 Intersection	Length of Crossing	Type of Construction		
			Bored	Jacked	Cased
Jones River Road	@ Jones River Loop	30'	XXXXX		XXXXX

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

Road or Ditch Name	Distance & Direction		Distance
	From Nearest Intersection	To	
Jones River Road	@ Jones River Loop	north	2220'

GENERAL DESCRIPTION

Proposed buried cable will begin in the east right of way of Jones River Road at the south right of way of Jones River Loop, and will extend west to the west right of way of Jones River Road through a 30' bore, and will extend north for a distance of 2220'.

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, Under or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioner's Court of Fort Bend County, Texas," as passed by Commissioner's Court of Fort Bend County, Texas, dated the 17th day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioner's Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes.

NOTICE

Written notice required 48 hours in advance of construction.

Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

COMPANY NAME: SOUTHWESTERN BELL TELEPHONE
AGENT AND/OR OWNER: M. S. Neace
(signature)
TITLE: Network Services Supervisor-
Engineering (Design)
ADDRESS: 16225 Park Ten Place, Suite 240
Houston, Texas 77034

Violation of this requirement shall constitute grounds for job shut-down.

Telephone No.: 578-8781 Date: 11-1-85
Log No.: RR*41

0029

THE STATE OF TEXAS §
 § COMMISSIONER'S COURT OF
 § FORT BEND COUNTY, TEXAS
 COUNTY OF FORT BEND §

APPLICATION TO CANCEL AND VACATE
RIVERWOOD VILLAGE, SECTION THREE

NOW COMES TODD DEVELOPMENT COMPANY, a Texas corporation, (hereinafter referred to as "Applicant") representing to said Court the following:

1. On August 24, 1981, the plat of that certain subdivision known as RIVERWOOD VILLAGE, SECTION THREE, in the J. W. Moore $\frac{1}{4}$ League, Abstract No. 61, (hereinafter referred to as the "Subdivision") was filed in Volume 28 at Page 12 of the Map Records of Fort Bend County, Texas. Applicant is the sole owner of legal title to all of the real property situated in the Subdivision, with the exception of Lots 54, 55, 56 and 57, all in Block Two (2) of said Subdivision.

2. Pursuant to Article 6626d, of the Texas Revised Civil Statutes, Applicant desires to have the Subdivision cancelled and vacated and any easements and the rights-of-way to any streets or roads, as may have been dedicated on the plat of the Subdivision, to be abandoned and vacated.

3. Applicant would show that the owners of Lots 54, 55, 56, and 57, all in Block Two (2), of said Subdivision consent to the cancellation and vacation of said Subdivision and join in this Application.

WHEREFORE, the Applicant prays that the Commissioner's Court of Fort Bend County, Texas approve and grant this Application; that the Commissioner's Court of Fort Bend County declare Riverwood Village, Section Three to be cancelled and the plat thereof vacated; that the Commissioner's Court of Fort Bend County declare any easements, streets or roads, lying within the said Subdivision to be abandoned and vacated; and that the Commissioner's Court of Fort Bend County request the County Clerk of Fort Bend County, Texas to write in plain, legible letters across the plat of the Subdivision the word

"Vacated" and also to make reference on the same to the volume and page in which this instrument of vacation is recorded.

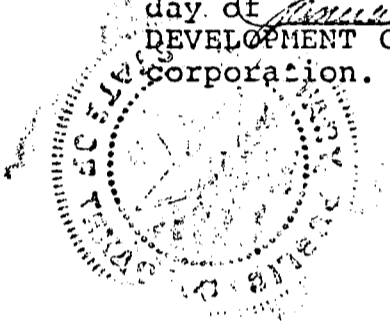
DATED as of January 15, 1985.

TODD DEVELOPMENT COMPANY

By: [Signature]
Tyler D. Todd, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 15th day of January, 1985, by TYLER D. TODD, President of TODD DEVELOPMENT COMPANY, a Texas corporation, on behalf of said corporation.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Notary's Printed Name:
JEAN EYLER

My Commission Expires:
April 5, 1988

JOINDER OF LIENHOLDER:

MBank Houston, being the owner and holder of certain existing liens against the property described in the foregoing Application to Cancel and Vacate Riverwood Village, Section Three, hereby consents to and joins in said Application.

MBANK HOUSTON

By: [Signature]
LOAN OFFICER

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14 day of March, 1985, by DAVID W. VIMBERSON, LOAN OFFICER of MBank Houston, a Texas corporation on behalf of said corporation.

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Notary's Printed Name:
CERALDINE A. REIHER

My Commission Expires:
6-17-88

0029

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

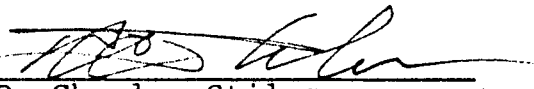
NOTICE OF PUBLIC HEARING

Notice is hereby given that Application has been made to the Commissioners' Court of Fort Bend County, Texas, for the cancellation of Riverwood Village, Section Three Subdivision, a subdivision according to the plat thereof recorded in Volume 28, Page 12 of the Map Records of Fort Bend County, Texas, and for the abandonment of the easements, streets and roads shown on the plat of the said subdivision, all as set forth in the Application of Todd Development Company, a copy of which is set forth below and incorporated in this Notice for all purposes; and that Public Hearing on the said Application is set before the Commissioners' Court of Fort Bend County, Texas, on Monday, ^{Dec} the ^{16th} day of DECEMBER, 1985, at 10:00 o'clock a.m.

All persons interested in such lands are directed to appear at the time specified in this Notice to protest, if so desired, any of the action requested by the said Application.

Dated Nov. 12, 1985.

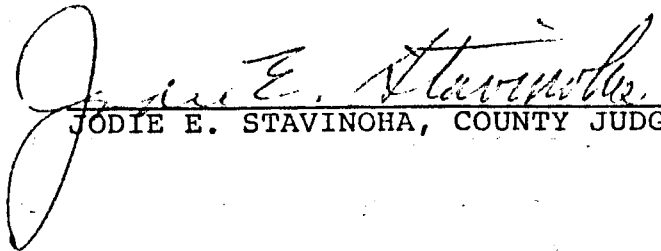
EIKENBURG & STILES

By: 
 R. Charles Stiles
 Attorneys for Applicant
 Todd Development Company
 1600 First City National
 Bank Building
 Houston, Texas 77002
 (713) 652-2144

IN THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS:

ORDER FOR HEARING

It is hereby ORDERED that the Application of TODD DEVELOPMENT COMPANY, filed herein on the 12 day of Nov, 1985, for the cancellation of the Riverwood Village, Section Three Subdivision in the J. W. Moore $\frac{1}{4}$ League, Abstract No. 61, shall be heard on MON, the 16th day of Dec, 1985, at 10 o'clock A.m., in the Commissioners' Courtroom, Fort Bend County Courthouse, Richmond, Texas. *JS*


JODIE E. STAVINOKA, COUNTY JUDGE

0023

THE STATE OF TEXAS §
 § COMMISSIONER'S COURT OF
 § FORT BEND COUNTY, TEXAS
 COUNTY OF FORT BEND §

APPLICATION TO CANCEL AND VACATE
RIVERWOOD VILLAGE, SECTION TWO

NOW COMES TODD DEVELOPMENT COMPANY, a Texas corporation, (hereinafter referred to as "Applicant") representing to said Court the following:

1. On August 24, 1981, the plat of that certain subdivision known as RIVERWOOD VILLAGE, SECTION TWO, in the J. W. Moore ¼ League, Abstract No. 61, (hereinafter referred to as the "Subdivision") was filed in Volume 28 at Page 11 of the Map Records of Fort Bend County, Texas. Applicant is the sole owner of legal title to all of the real property situated in the Subdivision.

2. Pursuant to Article 6626d, of the Texas Revised Civil Statutes, Applicant desires to have the Subdivision cancelled and vacated and any easements and the rights-of-way to any streets or roads, as may have been dedicated on the plat of the Subdivision, to be abandoned and vacated.

WHEREFORE, the Applicant prays that the Commissioner's Court of Fort Bend County, Texas approve and grant this Application; that the Commissioner's Court of Fort Bend County declare Riverwood Village, Section Two to be cancelled and the plat thereof vacated; that the Commissioner's Court of Fort Bend County declare any easements, streets or roads, lying within the said Subdivision to be abandoned and vacated; and that the Commissioner's Court of Fort Bend County request the County Clerk of Fort Bend County, Texas to write in plain, legible letters across the plat of the Subdivision the word "Vacated" and also to make reference on the same to the

volume and page in which this instrument of vacation is recorded.

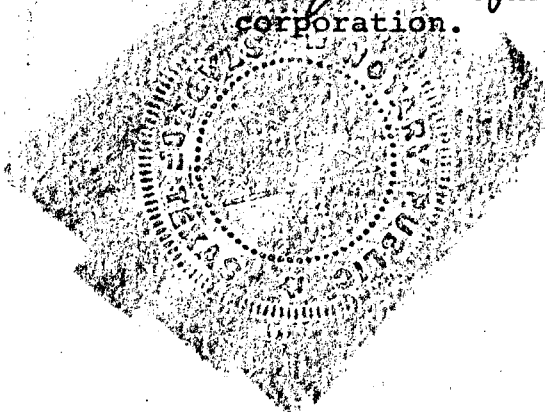
DATED as of January 15, 1985.

TODD DEVELOPMENT COMPANY

By: [Signature]
Tyler D. Todd, President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 15th day of January, 1985, by TYLER D. TODD, President of TODD DEVELOPMENT COMPANY, a Texas corporation, on behalf of said corporation.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Notary's Printed Name:
JEAN EYER

My Commission Expires:
April 5, 1988

JOINDER OF LIENHOLDER:

MBank Houston, being the owner and holder of the existing liens against the property described in the foregoing Application to Cancel and Vacate Riverwood Village, Section Two, hereby consents to and joins in said Application.

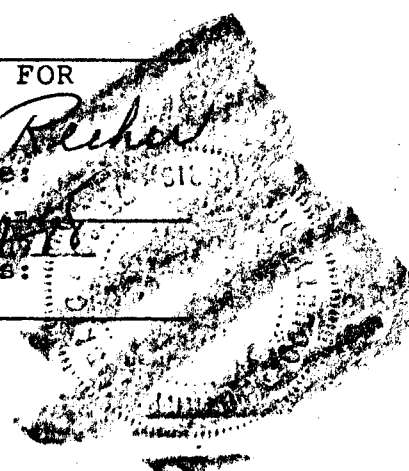
MBANK HOUSTON

By: David W. Umberson
LOAN OFFICER

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14 day of March, 1985, by DAVID W. UMBERSON, LOAN OFFICER of MBank Houston, a Texas corporation on behalf of said corporation.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Geraldine A. Reiber
Notary's Printed Name:
GERALDINE A. REIBER
Notary Public in and for the State of Texas
My Commission Expires: 6-10-86



0023

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

NOTICE OF PUBLIC HEARING

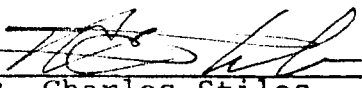
Notice is hereby given that Application has been made to the Commissioners' Court of Fort Bend County, Texas, for the cancellation of Riverwood Village, Section Two Subdivision, a subdivision according to the plat thereof recorded in Volume 28, Page 11 of the Map Records of Fort Bend County, Texas, and for the abandonment of the easements, streets and roads shown on the plat of the said subdivision, all as set forth in the Application of Todd Development Company, a copy of which is set forth below and incorporated in this Notice for all purposes; and that Public Hearing on the said Application is set before the Commissioners' Court of Fort Bend County, Texas, on ~~Monday~~ ^{du}

^{du} the 16th day of DECEMBER, 1985, at 10:00 o'clock a.m.

All persons interested in such lands are directed to appear at the time specified in this Notice to protest, if so desired, any of the action requested by the said Application.

Dated Nov. 12, 1985.

EIKENBURG & STILES

By: 
R. Charles Stiles
Attorneys for Applicant
Todd Development Company
1600 First City National
Bank Building
Houston, Texas 77002
(713) 652-2144

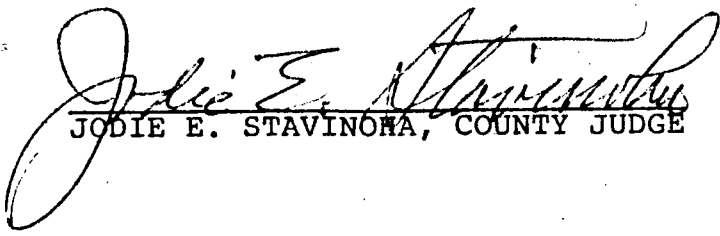
00353

0029

IN THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS:

ORDER FOR HEARING

It is hereby ORDERED that the Application of TODD DEVELOPMENT COMPANY, filed herein on the 12 day of Nov, 1985, for the cancellation of the Riverwood Village, Section Two Subdivision in the J. W. Moore $\frac{1}{4}$ League, Abstract No. 61, shall be heard on MONDAY, the 16th day of Dec. 1985, at 10 o'clock A.m., in the Commissioners' Courtroom, Fort Bend County Courthouse, Richmond, Texas. *Sw*



JODIE E. STAVINOKA, COUNTY JUDGE

00354

Issued By: Fort Bend County Purchasing Department	Bid I.D. No. 85-67	Date Issued: Oct. 21, 1985	Page No. 1	No. of Pages 1 (5)
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INVITATION FOR BIDS
(EXPIRES: 31 Dec 85)

Sealed bids, in duplicate, subject to the Terms and Conditions of this Invitation For Bids and the accompanying Schedule, such other contract provisions, specifications, drawings, or other data as are attached or incorporated by reference in the Schedule, will be received at the County Judge's Office, Fort Bend County Courthouse Annex, P. O. Box 368, Richmond, Texas 77469 until 1:30 P.M., November 4, 1985, for furnishing the supplies or services described in the accompanying schedule, at which time they shall be opened and publicly read.

ONE (1) NEW PLAIN PAPER RETRIEVAL READER/PRINTER

Equipment, supplies or services to be furnished must meet or exceed each and every one of the following specifications:

1. Must print from film into plain paper up to 11 X 17 size printer.
2. Must use single-component dry toner.
3. Must use interchangeably open spools, M style cartridge film.
4. Must have capability to down loading 400 look-ups.

No proposal may be withdrawn for a period of sixty (60) days after receipt of bids except with approval of the Fort Bend County Purchasing Agent.

Do not include sales tax in bid price, Fort Bend County is tax exempt.

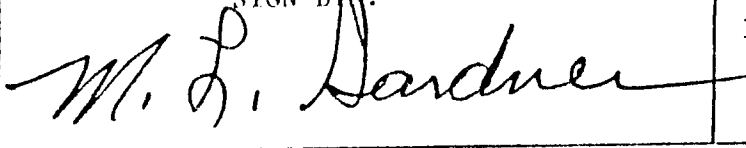
Fort Bend County Commissioners Court reserves the right to reject all bids.

Point of contact will be: Dianne Wilson
County Clerk
713-342-3411

By my signature hereon I certify, that this bid does DOES meet or DOES NOT exceed each and every one of the specifications listed.

PLEASE COMPLETE THE FOLLOWING:

Unit Price \$ 16,995.00 F.O.B. Fort Bend County Courthouse, Richmond, Texas.
Delivery will be completed within 15 calendar days after acceptance by the Fort Bend County Commissioners' Court (Delivery time must be shown or bids will be rejected).
Bidder guaranties price for 60 days.

NAME AND ADDRESS OF BIDDER GLOBAL SERVICES, INC. 4545 Groveway Houston, TX 77087	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: 	DATE OF BID: 10/28/85
TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER: M. L. GARDNER, C.E.O. (713) 645-4545	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER: RON M. MILLER Division Mgr. (713) 645-4545	

DO NOT SUBMIT BID IF ANY ONE SPECIFICATION IS NOT MET.

PAVEMENT MARKINGS FOR COUNTY ROADS

00385
19

<u>COMPANY</u>	<u>BID PRICE</u>	<u>PRICE GUARANTEE</u>
Striping Unlimited Corp. 6223 Theall Rd Houston, TX 77066	\$.0567 Linear Foot	15 Days
H & T Pavement Marking, Inc. P.O. Box 36728 Houston, TX 77236	\$.06 Linear Foot	365 Days

ONE (1) NEW PLAIN PAPER RETRIEVAL READER/PRINTER

<u>COMPANY</u>	<u>BID PRICE</u>	<u>DELIVERY WITHIN</u>	<u>PRICE GUARANTEE</u>
Global Services, Inc.	\$16,995.00	15 Days	60 Days

- 18. 11:00 A.M.- DRAINAGE DISTRICT BOARD WILL CONVENE: (SEPARATE AGENDA FILED AND POSTED):

0023

See attached Drainage District Board minutes.

RECESS:

Commissioners' Court recessed at 12:20 until Friday, November 15 at 11:30 a.m.

CONTINUATION OF COMMISSIONERS' COURT
NOVEMBER 15, 1985

RECONVENE:

Commissioners' Court reconvened at 11:45 p.m. Friday, November 15.

ADOPT RESOLUTION CASTING BALLOT FOR THE ELECTION OF CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS:

The following votes were casted for the Central Appraisal District Board of Directors:

- Commissioner Pustka - 295 votes to Mike Scherer
- Commissioner Lutts - 295 votes to Dennis Schroder
- Commissioner Pressley - 295 votes to Dennis Schroder
- Commissioner Denham - 78 votes to Tony Cangelosi
63 votes to Dennis Schroder
154 votes to Mike Scherer
- Judge Stavinoha - 1 vote to Tony Cangelosi

- 19. ADJOURNMENT:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that Commissioners' Court be adjourned at 11:50 a.m. Friday, November 15, 1985.

00357

OFFICIAL BALLOT

ISSUED TO:

FOR: BOARD OF DIRECTORS, FORT BEND COUNTY
COUNTY TAX APPRAISAL DISTRICT

0029

BLISSARD, E.V.	RECEIVED _____	VOTES
BROWN, DR. LEROY	RECEIVED _____	VOTES
CANGELOSI, TONY	RECEIVED <u>79</u>	VOTES
CARBONE, MIKE	RECEIVED _____	VOTES
CASTENEDA, G.F., JR.	RECEIVED _____	VOTES
DAVIDSON, JAMES	RECEIVED _____	VOTES
DZIERZANOWSKI, FRANK	RECEIVED _____	VOTES
GOFF, LEN	RECEIVED _____	VOTES
HARNER, DAVID A.	RECEIVED _____	VOTES
KNOX, JOHN B.	RECEIVED _____	VOTES
ORDENEALUX, GREG	RECEIVED _____	VOTES
REESE, DR. TRAVIS B.	RECEIVED _____	VOTES
SCARCELLA, LEONARD	RECEIVED _____	VOTES
SCHERER, MIKE	RECEIVED <u>449</u>	VOTES
SCHRODER, DENNIS	RECEIVED <u>653</u>	VOTES
SUKUP, MARINA	RECEIVED _____	VOTES
WYATT, JERRY	RECEIVED _____	VOTES

ISSUED UNDER MY HAND AND SEAL OF OFFICE THIS 28TH DAY OF OCTOBER, 1985.

Dianne Wilson
 DIANNE WILSON
 COUNTY CLERK
 FORT BEND COUNTY

1181

S.B. 621, Section 6.03 (g) requires the above action be taken by RESOLUTION, therefore, please attach a copy of the resolution to this ballot and return to the County Clerk, P.O. Box 520, Richmond, Texas, 77469, no later than NOVEMBER 15, 1985.

00358

0029

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
TUESDAY, NOVEMBER 12, 1985
11:00 O'CLOCK A.M.

1. Consider exchange of easements between Fort Bend County Drainage District and Sugarland Properties Inc.
2. Authorize funding a study of the effects of subsidence on flooding.
3. Stanley Kucherka, re: present study and suggested action to be taken on inadequate drainage situation on Clear Creek Watershed; and consider authorizing funding of additional engineering studies on Clear Creek Watershed.
4. Present and discuss monthly Drainage District report for October.
5. Adjournment.

FILED FOR RECORD
NOV 8 1985
Diane Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that the above agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas, on Friday, November 8, 1985 at 2:35 p.m. by D. Lindsey.

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 12th day of NOVEMBER, 1985 Drainage District Board of Fort Bend County, Texas met with the following present:

Jodie Stavinoha	County Judge
Johnnie Pustka	Commissioner Precinct 1
Ben Denham	Commissioner Precinct 2
Alton Pressley	Commissioner Precinct 3
Bob Lutts	Commissioner Precinct 4
Stanley Kucherka	County Engineer

When the following were had and the following orders were passed to wit:

1. CONSIDER EXCHANGE OF EASEMENTS BETWEEN FORT BEND COUNTY DRAINAGE DISTRICT AND SUGARLAND PROPERTIES INC.:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept exchange of easement between Fort Bend County Drainage District and Sugarland Properties Inc. (Recorded in minutes in full)

Holly Hubenak discussed exchange of easements between Fort Bend County Drainage District and Sugarland Properties Inc.

2. AUTHORIZE FUNDING A STUDY OF THE EFFECTS OF SUBSIDENCE ON FLOODING:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting no, it is ordered to authorize funding a study of the effects of subsidence on flooding. County portion not to exceed \$100,000 and funds to come from County Drainage 1986 budget.

3. STANLEY KUCHERKA, RE: PRESENT STUDY AND SUGGESTED ACTION TO BE TAKEN ON INADEQUATE DRAINAGE SITUATION ON CLEAR CREEK WATERSHED; AND CONSIDER AUTHORIZING FUNDING OF ADDITIONAL ENGINEERING STUDIES ON CLEAR CREEK WATERSHED:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting no, it is ordered to contract with Van Sickel, Mikleson & Klein for additional engineering studies on Clear Creek Watershed not to exceed \$30,000. Funds to come from County Drainage 1985 budget. (Record in minutes in full)

Stanley Kucherka discussed drainage situation on Clear Creek Watershed and requested additional engineering studies.

4. PRESENT AND DISCUSS MONTHLY DRAINAGE DISTRICT REPORT FOR OCTOBER:

October Monthly Report was presented for review by County Engineer and discussed drainage problems from November 10 & 11 rains. (Recorded in minutes in full)

4. ADJOURNMENT:

Drainage District adjourned at 12:10 p.m..

0029

EXCHANGE OF EASEMENTS

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS, Fort Bend County Drainage District, a corporation (herein called the "District") of Fort Bend County, Texas, has been granted a Right-of-Way Easement for drainage purposes upon, over, through and across that tract of land situated in Fort Bend County, Texas, as described in such Right-of-Way Easement and recorded in Volume 435, Page 185, of the Fort Bend County Deed Records (herein called "Right-of-Way Easement 435"); and

WHEREAS, Sugarland Properties Incorporated, a Texas corporation (herein called "SPI") owns that 8.0 acre tract of land, more or less, out of the Alexander Hodge League in Fort Bend County, described in Exhibit "A" attached hereto and made a part hereof for all purposes (herein called the "Subject Tract"); and

WHEREAS, approximately 1.8 acres of the Subject Tract is encumbered by a portion of the Right-of-Way Easement 435; and

WHEREAS, SPI is the owner of that particular 4.702 acre tract of land, more or less, out of the William Stafford League in Fort Bend County, Texas, described in Exhibit "B" attached hereto and made a part hereof for all purposes (herein called the "Exchange Tract"); and

WHEREAS, the District desires and agrees to convey all of its right, title and interest to that particular portion of the Right-of-Way Easement recorded in Volume 435, Page 185 of the Fort Bend County Deed Records that is across and encumbers the Subject Tract to SPI in exchange for a non-exclusive right-of-way easement for drainage purposes over, through, under and across that Exchange Tract being the

4.702 acre tract of land, more or less, described in Exhibit "B"; and

WHEREAS, the District no longer requires that particular portion of the easement described in Right-of-Way Easement 435 upon, over, through and across the Subject Tract of land; and

WHEREAS, the District and SPI have determined it to be beneficial and in their best interests to exchange such easements; and

WHEREAS, such exchange of easements is authorized by Article 5421C-12, Section 2(d), Vernon's Texas Statutes and, in accordance therewith, bid procedures and publication are not applicable to this exchange; and

WHEREAS, the District has determined by an appraisal obtained by the District that the interest being conveyed by the District to SPI is equal or less than the fair market value of the interest being conveyed by SPI to the District:

Conveyance 1: NOW, THEREFORE, Fort Bend County Drainage District, for and in consideration of the exchange of the Right-of-Way Easement conveyed in Conveyance 2 hereof, being of at least equal value to the above-described Right-of-Way Easement, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY, unto Sugarland Properties Incorporated, a Texas corporation, all of its right, title and interest to that certain Right-of-Way Easement recorded in Volume 435 Page 185 of the Fort Bend County Deed Records that is across that tract of land described in Exhibit "A", being a portion only of the Right-of-Way Easement recorded in Volume 435, Page 185 of the Fort Bend County Deed Records; and

To have and to hold unto SPI, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging unto District, its successors and assigns, until forever; and

Conveyance 2: NOW, THEREFORE, Sugarland Properties Incorporated, for and in consideration for the exchange of

the Right-of-Way Easement conveyed in Conveyance 1, being of at least equal value to the following described Right-of-Way Easement, has GRANTED, SOLD and CONVEYED and by these presents does hereby GRANT, SELL and CONVEY unto Fort Bend County Drainage District, its successors and assigns, a Right-of-Way Easement for the purpose of maintaining a drainage canal or ditch, including drains, ditches, laterals and levees, upon, over, through and across the particular 4.702 acre tract of land, more or less, situated in Fort Bend County, Texas, being more particularly described by metes and bounds in Exhibit "B" attached hereto; provided, however, that prior to any construction of improvements upon, over, through or across the 4.702 tract by the District, construction plans and specifications, including maintenance schedules, must be submitted to and approved by the Board of Directors of Fort Bend County Drainage District and Sugarland Properties Incorporated.

To have and to hold unto the District, its successors and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging unto the SPI, its successors and assigns for so long as the rights and easements herein granted, or any of them, shall be used by, or useful to, maintaining and inspecting the drainage facilities constructed on such Right-of-Way Easement by and for the District;

AND, the District and SPI do hereby waive any liens, express or implied, with respect to the interest in the property conveyed herein;

AND, the District and SPI do hereby bind themselves, their successors and assigns, to warrant and forever defend all and singular the said premises, respectively, each to the other, its successors and assigns, respectively, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

These conveyances are subject to all easements and restrictions of record.

WITNESS THE EXECUTION HEREOF, this 12 day of November 1985.

FORT BEND COUNTY DRAINAGE DISTRICT

By: *Joseph E. Stawinski*
County Judge

ATTEST:

By: *Glenn Wilson*
County Clerk

SUGARLAND PROPERTIES INCORPORATED

Charles F. Howard (K)
By: *Charles F. Howard*
Title: *Exec. Vice Pres.*

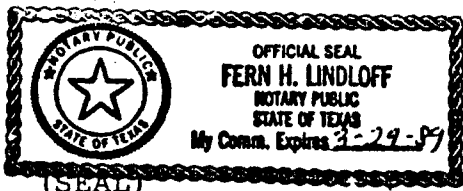
ATTEST:

[Signature]
By: GARY R. HORNING
Title: VICE PRESIDENT

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

Before me, the undersigned authority, on this day personally appeared *Charles F. Howard*, known to me to be the person whose name is subscribed to the foregoing instrument, as *Executive Vice President* of Sugarland Properties Incorporated and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of November, 1985.



Fern H. Lindloff
Notary Public, State of Texas
My Commission Expires: _____

00364

STATE OF TEXAS

§
§
§

COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, as the County Judge for Fort Bend County, Texas, a political subdivision of the State of Texas, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1985.

Notary Public, State of Texas

My Commission Expires: _____

(SEAL)

FN35700365

eh

ESPEY, HUSTON & ASSOCIATES, INC.

0029

METES AND BOUNDS DESCRIPTION
8.0000-Acre Tract

October 2, 1985
EH&A Job No. 6389-01

Being a 8.0000-acre tract out of a 379.134-acre tract designated as First Colony Municipal Utility District No. 2, and also being out of the Sugarland Properties Incorporated Tracts 9 and 10, as recorded in Volume 607, Page 101 of the Fort Bend County Deed Records, also located in the Alexander Hodge League, A-32, Fort Bend County, Texas. Said 8.0000-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the southwest right-of-way line of State Highway 6 (right-of-way varies), and the east line of the Fort Bend County Levee Improvement District No. 2 drainage easement, as recorded in Volume 841, Page 90, of the Fort Bend County Deed Records, said point also being the northwest corner of the 379.134-acre First Colony Municipal Utility District No. 2;

THENCE, South $37^{\circ}15'14''$ West, 291.20 feet along the west line of the 379.134-acre tract and the east line of the Fort Bend County Levee Improvement District No. 2 drainage easement to a point;

THENCE, South $01^{\circ}50'27''$ East, 1421.46 feet along the west line of the 379.134-acre tract and the east line of the Fort Bend County Levee Improvement District No. 2 drainage easement to a 5/8-inch iron rod found at the POINT OF BEGINNING of the tract herein described;

THENCE, North $88^{\circ}09'32''$ East, 302.84 feet to a 5/8-inch iron rod found at a corner;

THENCE, South $67^{\circ}29'02''$ East, 436.86 feet to a 5/8-inch iron rod set on the arc of a 1625.00-foot radius curve to the left, and being in the northwest right-of-way line of First Colony Boulevard (100-foot wide) as recorded in Volume 30, Page 4 of the Fort Bend County Plat Records;

THENCE, 393.40 feet along the northwest right-of-way line of First Colony Boulevard and the arc of the 1625.00-foot radius curve to the left, having a central angle of $13^{\circ}52'15''$, and a chord bearing South $06^{\circ}26'31''$ West, 392.44 feet to a 5/8-inch iron rod set at the southeast corner of the tract herein described;

Exhibit A

00366

FN357

eh

ESPEY, HUSTON & ASSOCIATES, INC.

THENCE, South $88^{\circ}09'33''$ West, 644.28 feet to a 5/8-inch iron rod set on the west line of the 379.134-acre tract and the east line of the Fort Bend Levee Improvement District No. 2 drainage easement, the same point being the southwest corner of the tract herein described;

THENCE, North $01^{\circ}50'27''$ West, 568.51 feet along the west line of the 379.134-acre tract and the east line of the Fort Bend County Improvement District No. 2 drainage easement to the POINT OF BEGINNING and containing 8.0000 acres.

00367



ESPEY, HUSTON & ASSOCIATES, INC.

FH316

0029

METES AND BOUNDS DESCRIPTION

4.702 Acres

March 27, 1985
EH&A Job No. 6168-01

Being 4.702 acres out of Steepbank Creek (Ditch A), (220-foot right-of-way), of the Fort Bend County Levee Improvement District No. 2 as recorded in Volume 841, Page 90 of the Fort Bend County Deed Records, and being situated in the William Stafford League, A-89, Fort Bend County, Texas, said 4.702 acres being more particularly described as follows:

BEGINNING at the intersection of the south right-of-way line of Steepbank Creek and the east right-of-way line of a 30.00-foot wide United Gas Pipeline Company easement as recorded in Volume 412, Page 93, of the Fort Bend County Deed Records;

THENCE, North $77^{\circ}10'59''$ West, 272.41 feet along the south right-of-way line of Steepbank Creek to a point at the beginning of a curve to the right;

THENCE, 785.43 feet continuing along the south right-of-way line of Steepbank Creek and the arc of the curve to the right, having a central angle of $14^{\circ}42'23''$, a radius of 3060.00 feet and a chord bearing North $69^{\circ}49'48''$ West, 783.27 feet to the end of said curve;

THENCE, North $62^{\circ}28'36''$ West, 833.19 feet continuing along the south right-of-way line of Steepbank Creek to a point for corner;

THENCE, North $27^{\circ}31'24''$ East, 110.00 feet to a point of the center line of Steepbank Creek same being the south boundary line of Austin Park Section Two as recorded on Slide No. 643B and 649A of the Plat Records of Fort Bend County;

THENCE, South $62^{\circ}28'36''$ East, 833.19 feet along the centerline of Steepbank Creek and the south line of Austin Park Section Two to the beginning of a curve to the left;

THENCE, 757.19 feet along the centerline of Steepbank Creek, the south line of Austin Park Section Two and the arc of the curve to the left having a central angle of $14^{\circ}42'23''$, a radius of 2950.00 feet and a chord bearing South $69^{\circ}49'48''$ East, 755.11 feet to the end of said curve;

THENCE, South $77^{\circ}10'59''$ East, 242.79 feet along the centerline of Steepbank Creek and the south line of Austin Park Section Two to a point at the southeast corner of said Austin Park Section Two, said point being in the east right-of-way line of the aforementioned 30-foot wide United Gas Pipeline Company easement;

1

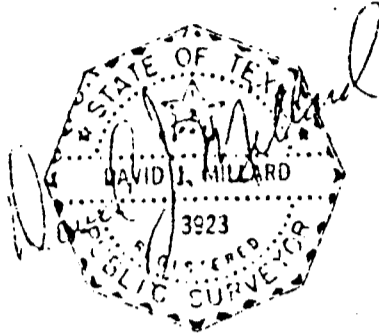
Exhibit B

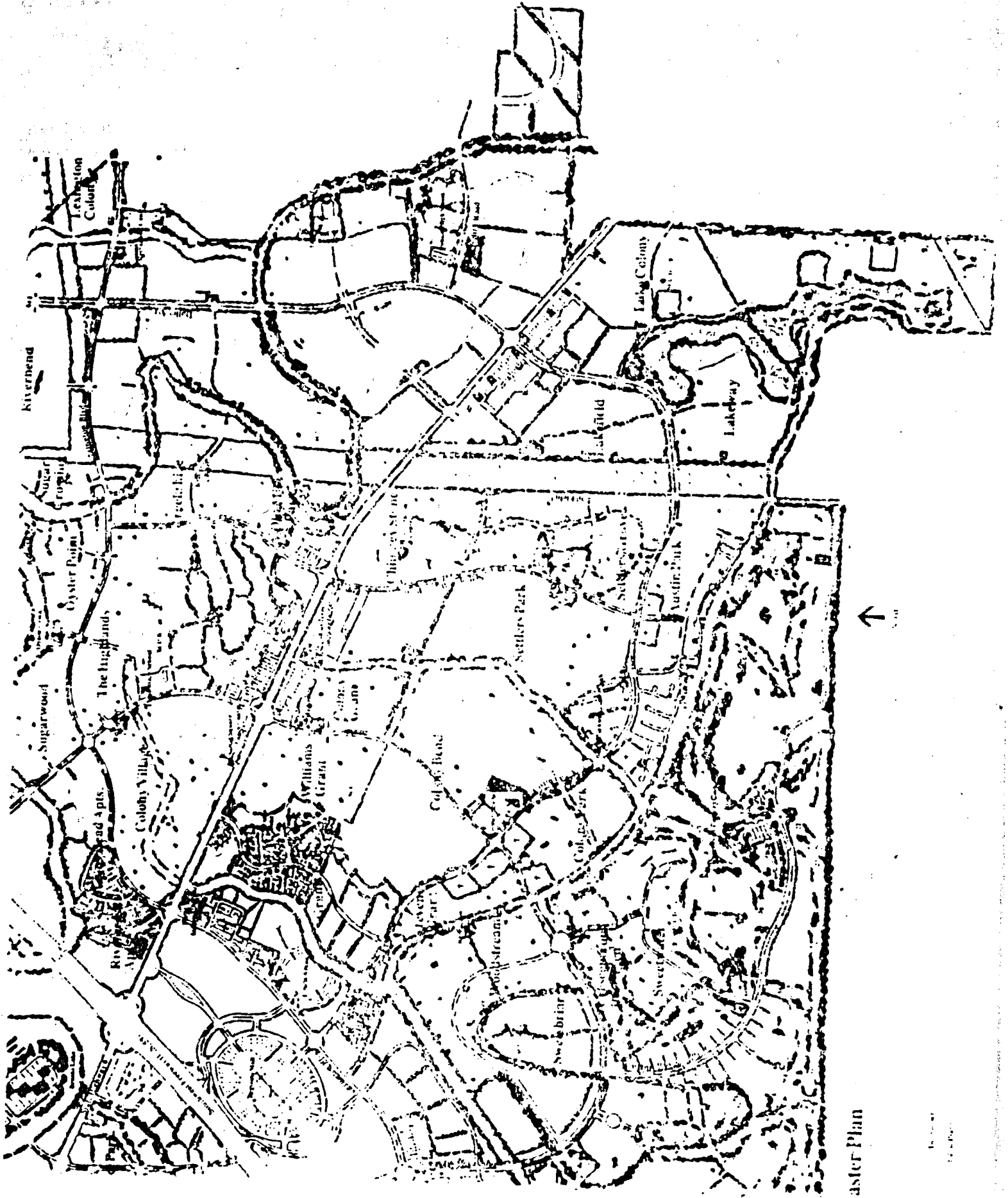
00368

eh ESPEY, HUSTON & ASSOCIATES, INC

FN316

THENCE, South $02^{\circ}15'12''$ East, 113.92 feet along the east right-of-way line of the 30-foot wide easement to the POINT OF BEGINNING and containing 4.702 acres.





Aster Plan

Drainage

COUNTY OF FORT BEND

Drainage District

00370

0029

Stanley L. Kucherka, Jr. P. E., Chief Eng. & Mgr.
Blaine Kinnebrew, Asst. Eng. - David W. Jalowy, Asst. to Eng.

P.O. Box 1028
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-2863

MONTHLY REPORT OCTOBER, 1985

The removal of vegetation from channels in October consisted entirely of shredding operations. A total of twenty-nine (29) streams were worked.

Some of the major streams were Turkey Creek II-A-2, Mound Creek I-A, Duvall Ditch and Ditch B-1-b. A summary of all the streams is included later in this report.

The District's bridge crew worked on several projects including the building of a thirty-nine (39) feet long bridge across Fairchilds Creek Lateral II-B-10-b and a one hundred thirty-five (135) feet long bridge across Lower Oyster Creek.

Several excavation projects continued in October. The District's Northwest 9570 dragline continued on Cow Creek and removed 15,100 cubic yards of material.

The Turkey Creek I-D project was completed on October 15 and 5,500 cubic yards of dirt had been removed in October by the Link Belt LS-98 dragline. The District's Caterpillar D-6 bulldozer spread the spoil dirt and also finished at the same time.

Work began on Ditch B-1 on October 21 with the Link Belt LS-98. This project consists of digging a small pilot channel on the North side of the channel in order to contain the low

flow waters. The bottom width of this channel is approximately seventy (70) feet and has been wet continuously so that mowing was impossible in many areas. With the pilot channel in place most of the bottom area will be dry during periods of low flow thereby allowing machinery access to those areas.

The Link Belt LS-128 dragline dug on Middle Bayou and removed 6,000 cubic yards.

The Dry Creek project continued with Rebel Contractors removing 96,500 cubic yards.

Rebel Contractors also dug on Lower Oyster Creek in Sienna Plantation and removed 65,500 cubic yards.

The following charts show where each piece of machinery worked in October.

00372

SHREDDER REPORT

Turkey Creek II-A-2

102	10/2-10/31
107	10/30-10/31
109	10/1-10/25
129	10/21-10/22
231	10/2, 10/14-10/31

Fairchilds Creek Lateral II-B-10-b

105	10/2-10/3
127	10/2-10/3
153	10/2-10/3

Seabourne Creek II-B-4

105	10/9-10/10
127	10/9-10/14
153	10/9-10/14

Big Creek Lateral II-B-6

105	10/3-10/9
127	10/3-10/9
153	10/4-10/8

Big Creek

105	10/16-10/30
127	10/15-10/31
154	10/15-10/31

Clear Creek VI

106	10/1-10/2
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Dry Creek II-B-5

106	10/3-10/30
122	10/1-10/30
142	10/4-10/25

Mound Creek I-A

108	10/1-10/23
110	10/1-10/4, 10/21-10/24
120	10/1-10/10
123	10/1-10/18
125	10/18-10/24
155	10/3-10/4, 10/15-10/24

Buffalo Creek I-B-3

108	10/30-10/31
110	10/30-10/31
125	10/25-10/31
155	10/25-10/31

Mound Creek Lateral I-A-2

110	10/7-10/10
130	10/7-10/10
144	10/7-10/10
155	10/7-10/10

Guy Creek I-A-1

110	10/11-10/18
130	10/11-10/18
144	10/11-10/18
155	10/11-10/14

City of Rosenberg Ditches

126	10/30-10/31
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Ditch B-1-b

111	10/1-10/4, 10/11
121	10/1-10/4, 10/10-10/11
230	10/1-10/11

Mayfair Park Ditch

111	10/7-10/10, 10/17-10/24
121	10/7-10/9, 10/17-10/24
230	10/21-10/24

00374

Ditch B-1-a

111	10/14-10/16, 10/25
121	10/14-10/16, 10/25
230	10/25

Robinowitz Ditch II-M

112	10/1-10/8
117	10/2
118	10/1-10/8
146	10/1-10/8

Duvall Ditch II-J

112	10/9-10/21
117	10/10-10/15
118	10/9-10/21
146	10/9-10/21

Bullhead Slough

112	10/22-10/31
117	10/23-10/31
118	10/23-10/31
146	10/22-10/31

Fulshear Creek II-F

115	10/1-10/25
143	10/4-10/24
158	10/1-10/25
243	10/1-10/25

Ditch B-1-c

119	10/1-10/8
124	10/1-10/8

Mustang Creek IV

119	10/9-10/15
124	10/9-10/15
157	10/9-10/15

Big Creek Lateral II-B-0

119	10/16-10/25
124	10/17-10/25
157	10/17-10/25

Turkey Creek Lateral II-A-2-a

129	10/2-10/18
231	10/3-10/4

Cow Creek Lateral II-A-5

129	10/23-10/30
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Snake Creek Lateral I-C-2

130	10/3-10/4
144	10/3-10/4

Turkey Creek Lateral I-D-11

130	10/21-10/23
144	10/21-10/23

Snake Creek Lateral I-C-13

130	10/23-10/24
144	10/23-10/24

Snake Creek Lateral I-C-10

130	10/24-10/31
144	10/24-10/31

Turkey Creek Lateral II-A-2-b

231	10/7-10/11
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00576

HEAVY EQUIPMENT

Lower Oyster Creek III

Northwest 41 Dragline	10/1-10/25
Fiat Allis FD-16 Bulldozer	10/1-10/18

Turkey Creek I-D

Link Belt LS-98A Dragline	10/2-10/14
Caterpillar D-6 Bulldozer	10/2-10/15

Buffalo Creek I-B-3

Link Belt LS-98A Dragline	10/15-10/17
Caterpillar D-6 Bulldozer	10/16-10/18

Dry Creek II-B-5

Link Belt LS-98A Dragline	10/18
Fiat Allis FD-20 Bulldozer	10/2-10/9
International TD-25 Bulldozer	10/3-10/23
Fiat Allis FD-20 Bulldozer	10/2-10/11
Fiat Allis FD-30 Bulldozer	10/1-10/25
Rapier NCK-305 Dragline	10/10-10/23

Ditch B-1

Link Belt LS-98A Dragline	10/21-10/31
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Cow Creek II-A

Northwest 9570 Dragline	10/1-10/31
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Middle Bayou II-D-1

Link Belt LS-128 Dragline	10/1-10/31
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Fulshear Creek II-F-1

Fiat Allis FD-20 Bulldozer	10/16-10/25
Fiat Allis FD-20 Bulldozer	10/14-10/18

00377

Rabbs Bayou II-D

International TD-25 Bulldozer 10/1-10/3

Mound Creek I-A

Fiat Allis FG-85 Motor Grader 10/2-10/4

Fairchilds Creek Lateral II-B-10-b

Rapier NCK-305 Dragline 10/1-10/9

00378

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, NOVEMBER 18, 1985
9:00 O'CLOCK A.M.

*General
Clerk
11-18-85*

0029

1. Approve minutes of meeting of November 12, 1985.
2. Approve changes in depository pledge contracts.
3. Approve line item transfers in budgets.
4. Approve out-of-town travel requests for County personnel.
5. ~~Rev. Clarence Albertson~~, re: request use of Courthouse grounds for M.A.D.D.'s Christmas Candlelight Vigil on December 9th.
6. Sheriff Gus George, re: accept check from Fort Bend County Adult Probation Dept. in the amount of \$240 for restitution and rebudget into General Fund.
7. Constable Robert Parker, Precinct 3, re: request to advertise for bids or purchase from existing bids a police patrol vehicle (funds not available).
8. Mr. John Hammett, Purchasing Agent, re: request revocation of bid awarded to Communications & Emergency Products Inc. because of failure to provide performance bond.
9. Approve staggered terms for Board of Directors of newly created Rural Fire Prevention District #1.
10. Consider approval of Fort Bend Community Hospital as an additional base station for Fort Bend County E.M.S. and funding for phone.
11. Consider approval of ^{OK} ~~microfilm~~ ~~equipment~~ of District Court records as recommended by District Judges and consider advertising for microfilm ~~equipment~~ ^{OR} equipment (funds not available).
12. Consider adopting the Optional Benefit Eligibility Retirement Plan for County employees.
13. Consider approval of plat for Weston Lakes Village, Section II in Precinct 4.
14. Consider approval of invoice in the amount of \$2,159.16 to Sanders & Sanders Assoc. Inc. for interior design work on new library.
15. Rebudget 1984 Precinct 1 ending balance.
16. Consider and approve additional personnel for Voter Registration at peak periods--salary not to exceed \$6 per hour, to be paid from Voter Registration Fund #74.
17. 10:30 a.m. - Hold public hearing on revised subdivision regulations for Fort Bend County and consider adoption of same.
18. Consider application from Hall Geophysical to lay cable crossing Duvall Ditch, Long Lane, Roper Rd. & Kibler in Precinct 4.
19. Consider elected officials' 1986 salaries; consider approval of 1986 budgets; and consider setting public hearing date on 1986 tax rate.
20. Discuss progress of County map.
21. Meet in Closed Session to discuss litigation and land matters as authorized by Article 6252-17, Section 2 (e) & (f), V.T.C.S.
22. Take action on any items discussed in Closed Session.
23. 1:30 p.m. - Open bids for the following items: (1) Cleaning supplies & paper products (2) Weed & brush control materials (3) Furniture for George Memorial Library

CONTINUED

24. 1:30 p.m. - Open proposals for the following services: A study on casualty/property insurance relating to self insurance for Fort Bend County.

~~25.26~~ Adjournment.

25 Bills.

FILED

NOV 14 1985

Gene Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas, on Thursday, November 14, 1985 at 2:00 p.m. by D. Landry.

0029

REGULAR SESSION

BE IT REMEMBERED That on this 18TH day of NOVEMBER, 1985 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

Jodie Stavinoha	County Judge
Johnnie Pustka	Commissioner Precinct 1
Ben Denham	Commissioner Precinct 2
Alton Pressley	Commissioner Precinct 3
Bob Lutts	Commissioner Precinct 4

When the following were had and the following orders were passed to wit:

1. APPROVE MINUTES OF MEETING OF NOVEMBER 12, 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of meeting of November 12, 1985 with correction.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve changes in Depository Pledge Contracts as follows:

Texas Capitol Richmond to release \$500,000, U.S. Treasury Note, receipt #912827RS3, due date 12/31/88

Texas Capitol Richmond to release \$500,000, Fd. Nat'l. Mortg. Assoc., receipt #31358S23, due date 7/10/90

Texas Capitol Richmond to Pledge \$100,000 Bay City ISD Bd., receipt #072149ER4, due date 8/15/97

Texas Capitol Richmond to pledge \$250,000, Travis Co. Jail Imp. Bd., receipt # 894384RC2, due date 9/1/97

Texas Capitol Richmond to pledge \$250,000 Fort Worth Gen. Purp. Bd. receipt #34924W23, due date 1/1/97

Texas Capitol Richmond to pledge \$250,000 Ft. Worth Gen. Purp. Bd., receipt #3429U90, due date 3/1/88

Texas Capitol Richmond to Pledge \$250,000.00 N. Tx. Municipal Waterworks, receipt #662837YK2, due date 9/1/90

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve line item transfers in budget for the following department:

Justice of Peace Precinct #2, Place 1
 Justice of Peace Precinct #3
 Emergency Medical Service
 Road & Bridge Precinct #3
 District Attorney
 328th District Court
 Sheriff
 Purchasing

00381

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Tx Cap. Richmond

Release \$ 500,000,

U.S. Treas Note

Receipt # 912827R53

Due Date 12/31/88

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

0029

WITH Texas Cap. Richmond

Pledged \$ 250,000,

Travis Co. Jail Imp. Bd

Receipt # 894384RC2

Due Date 9/1/97

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Tx Cap. Richmond

Release \$ 500,000,

Fd Natl Mortg Assoc.

Receipt # 31358523

Due Date 7/10/90

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Texas Cap. Richmond

Pledged \$ 250,000

Ft Worth Gen. Purp. Bd.

Receipt # 34924W23

Due Date 3/1/97

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release \$ _____

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Texas Cap. Richmond

Pledged \$ 250,000

Ft Worth Gen. Purp. Bd.

Receipt # 34924W90

Due Date 3/1/88

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Texas Cap. Richmond

Pledge
Release \$ 100,000

Bay City ISD-BL

Receipt # 072149ER4

Due Date 8/15/97

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Texas Cap. Richmond

Pledged \$ 250,000.00,

D. Tx Municipal Waterworks

Receipt # 662837YK2

Due Date 9/1/90

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 18th day of November, 1985, at a Special Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge
 Johnnie Pustka - Commissioner Precinct #1
 Ben Denham - Commissioner Precinct #2
 Alton Pressley - Commissioner Precinct #3
 Bob Lutts - Commissioner Precinct #4
 Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>Purchasing 0053</u>	<u>DEPT.</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
Social Security	0300	6,174.00	5,539.00	(635.00)
Retirement	0400	6,132.00	5,312.00	(820.00)
Group Insurance	0500	10,450.00	10,591.00	141.00
Prop. & Equip.	1010	5,000.00	6,034.00	1,034.00
Office Supplies	1062	4,100.00	4,380.00	280.00

DATE: November 13, 1985

DEPARTMENT HEAD: *Ben Denham*

THE COUNTY OF FORT BEND

BY: *Jodie Stavinoha*

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 *Alton Pressley*, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____
 Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

	Sheriff	DEPT.	FROM	TO	INCREASE (DECREASE)
7020	Repairs & Maint./Radio		30,000.00	25,000.00	(5,000.00)
0700	Transportation & Travel		20,000.00	25,000.00	5,000.00

DATE: November 13, 1985

DEPARTMENT HEAD: *Ben Denham*

THE COUNTY OF FORT BEND

BY: *J. Stavinoha*
 Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1983

On this the _____ day of _____, 198., at a Session of the Commissioners' Court the following members being present;

- Jodie Stavinoha----- COUNTY JUDGE
- Johnnie Pustka----- COMMISSIONER PRECINCT # 1
- Ben Denham----- COMMISSIONER PRECINCT # 2
- Alton Pressley----- COMMISSIONER PRECINCT # 3
- Bob Lutts----- COMMISSIONER PRECINCT # 4
- Diane Wilson----- COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on December , 198 , the Court heard and approved a budget for the year 198. , for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 198 , adopted December , 198 .

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:

328th District Court	DEPT.	FROM	TO	INCREASE (DECREASE)
4010 Fees and Services		4,214.10	3,864.10	(350.00)
0201 Temporary or Extra Help		422.00	522.00	100.00
0701 Conferences/Seminars		82.30	232.30	150.00
1062 Office Supplies		148.10	248.10	100.00

DATE: 11/14/85
DEPT. HEAD [Signature]

THE COUNTY OF FORT BEND
BY: [Signature]
JODIE STAVINOKA, COUNTY JUDGE

[Signature]
BEN. DENHAM, COMMISSIONER PCT. # 2

[Signature]
JOHNNIE PUSTKA, COMMISSIONER PCT.#1

[Signature]
ALTON PRESSLEY, COMMISSIONER PCT # 3

[Signature]
BOB LUTTS, COMMISSIONER PCT. # 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 18th day of November, 1985, at a Special Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge
 Johnnie Pustka - Commissioner Precinct #1
 Ben Denham - Commissioner Precinct #2
 Alton Pressley - Commissioner Precinct #3
 Bob Lutts - Commissioner Precinct #4
 Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

District Attorney 0012	DEPT.	FROM	TO	INCREASE (DECREASE)
Office Supplies		19,000.00	20,000.00	\$1,000.00
Fees and Services		17,989.53	16,989.53	(\$1,000.00)
Law Books		2,194.75	2,394.75	200.00
Repairs & Maint./Mtr Equip.		500.00	550.00	50.00
Special Criminal Investigation		2,600.00	2,350.00	(\$250.00)

DATE: Nov 18, 1985

DEPARTMENT HEAD: [Signature]

THE COUNTY OF FORT BEND

BY: [Signature]
 Jodie Stavinoha, County Judge

[Signature]
 Ben Denham, Commissioner Pct. #2

[Signature] Johnnie Pustka, Commissioner Pct. #1 [Signature] Alton Pressley, Commissioner Pct. #3

[Signature]
 Bob Lutts, Commissioner Pct. #4

1250.00
 + 1000.00
 + 200.00
 + 50.00
 +

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 18th day of November, 1985, at a Special Session of the Commissioners' Court of the following members being present:

- Jodie Stavinoha ----- COUNTY JUDGE
- Johnnie Pustka ----- COMMISSIONER PRECINCT # 1
- Ben Denham ----- COMMISSIONER PRECINCT # 2
- Alton Pressley ----- COMMISSIONER PRECINCT # 3
- Bob Lutts ----- COMMISSIONER PRECINCT # 4
- Dianne Wilson ----- COUNTY CLERK

The following proceedings were had, to wit:
THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985, for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

R & B	DEPT.	FROM	TO	INCREASE (DECREASE)
#3 Office Supplies	1062	4,000.00	4,500.00	500.00
Rentals	3020	3,000.00	1,000.00	(2,000.00)
Unclassified	5000	1,000.00	-0-	(1,000.00)
Road Material	5031	555,002.80	570,002.80	15,000.00
Lumber & Hardware	7003	4,000.00	2,000.00	(2,000.00)
Gas & Oil	7005	36,000.00	31,000.00	(5,000.00)
Repair & Parts	7007	65,000.00	59,500.00	(5,500.00)

DATE: 11-18-85

DEPT. HEAD _____

THE COUNTY OF FORT BEND

BY: _____

JODIE STAVINOKA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. #2

JOHNNIE PUSTKA, COMMISSIONER PCT. #1

ALTON PRESSLEY, COMMISSIONER PCT. #3

BOB LUTTS, COMMISSIONER PCT. #4

Handwritten calculations:
- 15,500
- 15,000
+ 500

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____
 Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

		DEPT.	FROM	TO	INCREASE (DECREASE)
0034	EMS				
Prop/Equip		1010	82345.	80345.	(2000)
Tire/Tubes		7006	3000.	3250.	250.00
Rep. Maint. Mtr Equip		7019	34000.	35750.	1750.

DATE: 11/12/85

DEPARTMENT HEAD: Dem V Koon

THE COUNTY OF FORT BEND

BY: J. Stavinoha
 Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____
 Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

	DEPT.	FROM	TO	INCREASE (DECREASE)
0021 JP 3				
10 50 00 21 1062	Office Supplies	3,484.65	3,384.65	(\$100)
10 50 00 21 4010	Feest Services	165.	265	\$100.

DATE: 11-13-85
 DEPARTMENT HEAD: [Signature]

THE COUNTY OF FORT BEND

BY: [Signature]
 Jodie Stavinoha, County Judge Ben Denham, Commissioner Pct. #2

[Signature] Johnnie Pustka, Commissioner Pct. #1 [Signature] Alton Pressley, Commissioner Pct. #3

[Signature] Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____
 Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>J. P. Pct. #2 Place 1</u> DEPT.	FROM	TO	INCREASE (DECREASE)
Utilities	3600.00	2550.00	(1050.00)
Fees & Services	1500.00	2400.00	900.00
Conferances/Seminars	750.00	900.00	150.00

DATE: 11/13/85
 DEPARTMENT HEAD: [Signature]
 THE COUNTY OF FORT BEND

BY: [Signature] Jodie Stavinoha, County Judge
[Signature] Ben Denham, Commissioner Pct. #2

[Signature] Johnnie Pustka, Commissioner Pct. #1 [Signature] Alton Pressley, Commissioner Pct. #3

[Signature] Bob Lutts, Commissioner Pct. #4

0029

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve out-of-town travel request for the following departments:

Emergency Management
Justice of Peace Precinct #2 Place #2
Justice of Peace Precinct #2 Place #1
Commissioner Precinct #2
Commissioner Precinct #3

5. REV. CLARENCE ALBERTSON, RE: REQUEST USE OF COURTHOUSE GROUNDS FOR M.A.D.D.'S CHRISTMAS CANDLELIGHT VIGIL ON DECEMBER 9TH:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Pressley voting no, it is ordered to approve use of courthouse grounds for M.A.D.D.'s Christmas Candlelight Vigil on December 9th at 8:00 p.m.. (Recorded in minutes in full)

Ruth Parker request use of Courthouse lawn for December 9th.

6. SHERIFF GUS GEORGE, RE: ACCEPT CHECK FROM FORT BEND COUNTY ADULT PROBATION DEPT. IN THE AMOUNT OF \$240 FOR RESTITUTION AND REBUDGET INTO GENERAL FUND:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept check from Fort Bend County Adult Probation Dept. in the amount of \$240 for restitution and rebudget into General Fund. (Recorded in minutes in full)

7. CONSTABLE ROBERT PARKER, PRECINCT 3, RE: REQUEST TO ADVERTISE FOR BIDS OR PURCHASE FROM EXISTING BIDS A POLICE PATROL VEHICLE (FUNDS NOT AVAILABLE):

Cancel

8. MR. JOHN HAMMETT, PURCHASING AGENT, RE: REQUEST REVOCATION OF BID AWARDED TO COMMUNICATION & EMERGENCY PRODUCTS INC. BECAUSE OF FAILURE TO PROVIDE PERFORMANCE BOND:

Postponed

9. APPROVE STAGGERED TERMS FOR BOARD OF DIRECTORS OF NEWLY CREATED RURAL FIRE PREVENTION DISTRICT #1:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve staggered terms for Board of Directors of newly created Rural Fire Prevention District #1 as follows, effective January 1, 1986. (Recorded in minutes in full)

Robert Gacke	1 year
Mike Crim	1 year
Flo Berkman	2 years
Betty Pawelek	2 years
Earl Vondergoltz	2 years

10. CONSIDER APPROVAL OF FORT BEND COMMUNITY HOSPITAL AS AN ADDITIONAL BASE STATION FOR FORT BEND COUNTY E.M.S. AND FUNDING FOR PHONE:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve request of Fort Bend

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Melvin L. Speed

Period: 11/19+20 Date of Departure 11/19/85
Date of Return 11/20/85

Purpose of Trip: Attend confernce on railroads and hazardous materials. What the response taems can do till the railroads arrive on the scene.

Places to be Visited: University of Tulsa, Tulsa, Okalhoma

Mode of Transportation
(State whether by personal auto, airline, etc.) Air line

11-18-85 Melvin L Speed
Date Name
Coordinator
Title

Approved: Commissioners' Court
[Signature]
County Judge Date

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Clerk - Dorothy Money

Period: Date of Departure November 20, 1985

Date of Return November 21, 1985

Purpose of Trip: IN SERVICE TRAINING SCHOOL

(Issuance of Writs and Civil)

Places to be Visited: Colmesneil, Texas

Mode of Transportation (State whether by personal auto, airline, etc.)

PERSONAL CAR

George Madena
Name

November 13, 1985
Date

JUSTICE OF THE PEACE, PRCT 2-1
Title

Approved: Commissioners' Court

J. Stovall
County Judge

Date

00593 4
FUNDS ARE AVAILABLE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Judge Gary Zuehlke
Clerk / Sara Giles

Period: Date of Departure 11-20-85

Date of Return 11-21-85

Purpose of Trip: meeting of East Texas Justice
of the Peace & Constable Assoc.

Places to be Visited: Colmesneil, Texas

Mode of Transportation
(State whether by personal auto, airline, etc.) auto

Gary Zuehlke
Name

11-13-85
Date

Justice Peace Pct 2, A2
Title

Approved: Commissioners' Court
[Signature]
County Judge

Date

00394

4

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

[Handwritten signature]

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Ben G. Denham + Alton Pressley

Period: Date of Departure November 19, 1985

Date of Return November 20, 1985

Purpose of Trip: 1985 County Insurance Conference

Places to be Visited: Corpus Christi Austin

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

11-08-85 Date *[Signature]* Name Alton Pressley Title Commissioner, Pct. 2+3

Approved: Commissioners' Court
[Signature]
County Judge

11-18-85
Date

60395

Approval
cc

Fort Bend County Mothers
Against Drunk Driving
P. O. Box 1787
Rosenberg, Texas 77471

November 15, 1985

The Honorable Judge Jodie Stavinoha
Fort Bend County Courthouse
Richmond, Texas 77469

Dear Judge Stavinoha:

We would like to thank you and the Fort Bend County Commissioners for approving the lawn of the courthouse for our use in December of 1983 and 1984 for the Mothers Against Drunk Driving Candlelight Vigil Service. We were also very appreciative of the attendance of some of the commissioners at these services. We feel the service both years has been very dignified, well attended by our community, very meaningful to the members of families and friends of those injured or killed by drunk drivers in our county and has truly increased the public's awareness of this serious health and safety crisis.

The Fort Bend County Chapter of MADD is planning to hold a similar service this year on December 9, 1985 at 8:00 pm. We are coordinating our Candlelight Vigil Service once again with other MADD Chapters across the nation. President Reagan has declared the week following as National Drunk and Drugged Driving Awareness Week and December 9th was chosen to compliment this declaration.

The program will follow a similar format to the program we held last year. We would like to again request permission from you and the Fort Bend County Commissioners to use the lawn in front of the Fort Bend County Courthouse for this short memorial service.

The program will basically include concerned citizens, members of MADD and families of victims of drunk drivings assembling and participating in a short memorial service. The program will include Presentation of Colors by a local high school ROTC, lighting of candles by all assembled, a musical solo, the playing of Taps by a Terry High School and Lamar High School trumpet soloist, a brief synopsis of the DWI situation in Fort Bend County, and a closing prayer led by a local minister.

We would appreciate the approval of the Fort Bend County Commissioners for the use of the Fort Bend County Courthouse lawn at your November 18th Commissioners Meeting. Thank you for your consideration and please let us know if you have any questions concerning this service.

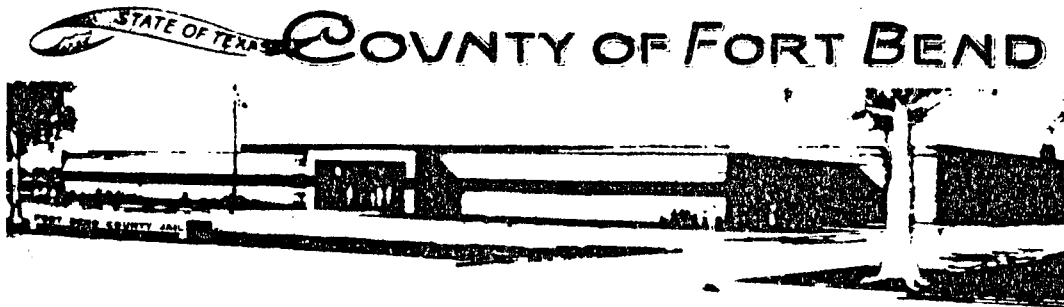
Sincerely,

Ruth Parker

Ruth Parker, Committee Person
Fort Bend County MADD Candlelight
Vigil Service

00396

6



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

November 6, 1985

Hon. Jodie E. Stavinoha, County Judge
Hon. Johnnie Pustka, Commissioner Prct.1
Hon. Ben Denham, Commissioner Prct.2
Hon. Alton Pressley, Commissioner Prct.3
Hon. Bob Lutts, Commissioner Prct.4

Gentlemen:

I would request the following item be included on
the Commissioners' Court Agenda for Monday, November 18, 1985.

Accept check from Fort Bend County Adult
Probation Dept. in the amount of \$240.00
restitution from Stefan Schweyer and
rebudget into General Fund.

Your favorable consideration of this request will be
appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Gus George". The signature is written in dark ink and is positioned above the typed name and title.

Gus George
Sheriff

GG/en

cc: Mrs. Kathy Hynson, County Treasurer
Mrs. Dianne Wilson, County Clerk

00397

FT. BEND COUNTY JUDICIAL DIST.
ADULT PROBATION DEPARTMENT
RESTITUTION ACCOUNT

RepublicBank
Richmond
(National Association)
P.O. Box 878 - Richmond, Texas 77488

3478

88-1552
1131

Two Hundred Forty Dollars & No Cents

PAY

TO THE ORDER OF
Fort Bend County Sheriff's Dept.
1410 Ransom Rd.
Richmond, Texas 77469

DATE AMOUNT
10-24-85 \$ 240.00

RESTITUTION ACCOUNT 0681

VOID AFTER 60 DAYS

[Signature]
[Signature]

⑈003478⑈ ⑆113115523⑆ 90⑈0146⑈8⑈

FT. BEND COUNTY JUDICIAL DIST.
ADULT PROBATION DEPT.
RESTITUTION ACCOUNT

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DELUXE FORM TWC-2 V-2

DATE	DESCRIPTION	AMOUNT
10-24-85	RE: Stefan Schweyer Cause # 30,160	\$ 240.00
		Bal. Due
		\$ 123.93

00398

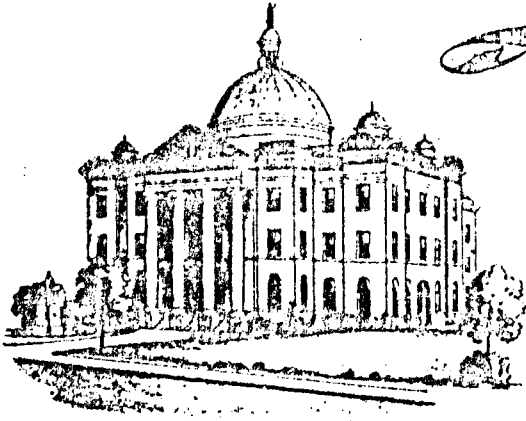
9

0023
Fulshear-Simonton Rural Fire District

Proposed Staggered Terms:

Robert Gacke	1 Year
Mike Crim	1 Year
Flo Berkman	2 Years
Betty Pawelek	2 Years
Earl Vondergoltz	2 Years

(Betty Pawelek called to say they had selected their staggered terms.
It is to be effective January 1st.)



10

00399

STATE OF TEXAS COUNTY OF FORT BEND

Emergency Medical Services

Rt. 2, Box 643-C
Rosenberg, Texas 77471

Emergency (713) 342-2100

Office (713) 342-7233

DANIEL KOSLER
Director

JOE KACAL
Assistant Director

November 5, 1985

Mr. Jodie Stavinoha
Honorable Judge of Fort Bend County
Fort Bend County Courthouse Annex
Richmond, Texas 77469

Re: Fort Bend Community Hospital Base Station

Dear Judge,

Our department has been expeditiously completing each phase necessary to create an additional base station facility utilizing Fort Bend Community Hospital's resources.

In order to duplicate what we find to work extremely well at Polly Ryon, we need to gain your approval for the telephone equipment that will enable the field personnel to converse with the physician when ground line communication is practical or necessary.

The required equipment includes:

1. One telephone with an unlisted number at the emergency room desk.
2. One extension in the physician quarters.
3. A foreign exchange line from the telephone company's stafford operating center to our 4336 hwy 36 location. This will allow us the necessary recording capabilities.

The approximate monthly charges for this have been quoted as \$295. to \$315. with a installation charge of approximately \$280.

I look forward to your response.

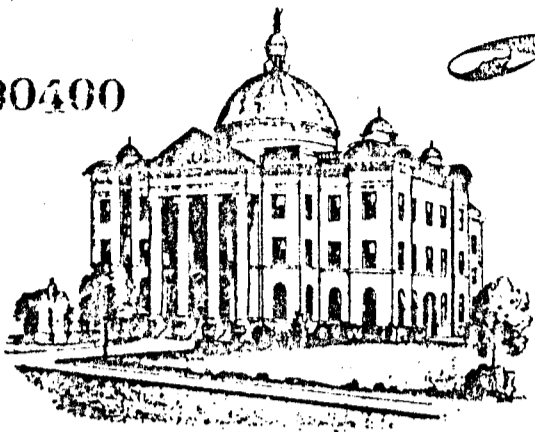
Very Truly Yours,


Joe Kacal

10

00400

STATE OF TEXAS COUNTY OF FORT BEND



Emergency Medical Services

Rt. 2, Box 643-C
Rosenberg, Texas 77471

Emergency (713) 342-2100

Office (713) 342-7233

DANIEL KOSLER
Director

JOE KACAL
Assistant Director

November 12, 1985

The Honorable County Judge
and Commissioners' Court
Fort Bend County, Texas

Re: Establishing Fort Bend Community Hospital as a east side base station for medical orders

Dear Sirs,

I would like to propose for your consideration the establishing of a east side base station for medical orders.

Presently, Fort Bend County's Emergency Medical Service only utilizes Polly Ryon Hospital for medical orders. This is usually done by phone or radio communications with the physician on duty.

The role that Polly Ryon Hospital actively engages in, would be duplicated by the physicians at Fort Bend Community Hospital. That is, their physicians would utilize the protocol and standing orders that have been established by Fort Bend County's Emergency Medical Service's Medical Director, Dr. David Prentice.

The only noticeable change that would occur will be the County's east side medic units 3,4 and 5 calling of Fort Bend Community Hospital for orders instead of Polly Ryon Memorial.

- The benefits are:
- a) Whatever facility the patient is being transported to, the physician working the emergency room will have initiated the medical orders, (applies to patients being transported to Fort Bend Community or Polly Ryon Hospitals) medic units transporting a patient outside of the county will contact the closest medical facility to them.
 - b) Should either hospital suffer total communications failure, and there is need for physician intervening, our units could call the base station that is working.

00401

The only set back with establishing Fort Bend Community as the east side base station are funds to be used for the phone lines. These phone lines will be from the hospital to our office at the fairgrounds for recording purposes. The one time setup cost is approximately \$270.00, with an estimated monthly charge of \$290.00. Total charges for the remainder of this year is \$560.00. The amount needed for fiscal year 1986 is \$3,480.00.

I thank you in advance for your time and consideration.

Sincerely,



Daniel Kosler

DK:lar

0029

Community Hospital as an additional base station for Fort Bend County E.M.S. and adjust 1986 Budget Utility line item \$3,480.00 and increase 1985 utility line item to \$560.00. Funds to come from EP-15. (Recorded in minutes in full)

11. CONSIDER APPROVAL OF MICROFILMING OF DISTRICT COURT RECORDS AS RECOMMENDED BY DISTRICT JUDGES AND CONSIDER ADVERTISING FOR MICROFILM EQUIPMENT (FUNDS NOT AVAILABLE):

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve microfilming equipment for District Court records as recommended by District Judges at approximate cost of \$31,499 and advertise for bid. Funds to come from 1985 revenue sharing EP-15 subject to specifications approved by District Judges.

Irene Wleczyk request purchase of microfische equipment.

12. CONSIDER ADOPTING THE OPTIONAL BENEFIT ELIGIBILITY RETIREMENT PLAN FOR COUNTY EMPLOYEES:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to adopt the optional benefit eligibility Retirement Plan for County employees. (Recorded in minutes in full)

13. CONSIDER APPROVAL OF PLAT FOR WESTON LAKES VILLAGE, SECTION II IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting no, it is ordered to approve plat for Weston Lakes Village, Section II in Precinct 4. Plat, Tax Statement and Bond were presented to Commissioners' Court. (Recorded in minutes in full)

14. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$2,159.16 TO SANDERS & SANDERS ASSOC. INC. FOR INTERIOR DESIGN WORK ON NEW LIBRARY:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve invoice in the amount of \$2,159.16 to Sanders & Sanders Assoc. Inc. for Interior Design work on new library (this is a portion of the \$75,000 fee). (Recorded in minutes in full)

15. REBUDGET 1985 PRECINCT 1 ENDING BALANCE:

Postponed

16. CONSIDER AND APPROVE ADDITIONAL PERSONNEL FOR VOTER REGISTRATION AT PEAK PERIODS--SALARY NOT TO EXCEED \$6 PER HOUR, TO BE PAID FROM VOTER REGISTRATION FUND #74:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve additional personnel for Voter Registration at peak periods with salary not to exceed \$6 per hour, to be paid from Voter Registration Fund #74.

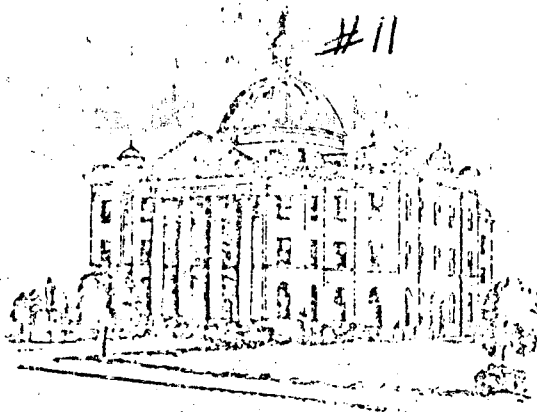
17. 10:30 A.M.- HOLD PUBLIC HEARING ON REVISED SUBDIVISION REGULATIONS FOR FORT BEND COUNTY AND CONSIDER ADOPTION OF SAME:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept the Fort Bend County Subdivision Platting policy as presented dated November 18, 1985 to become effective January 1, 1986. (Recorded in minutes in full)

#11
00463

0029

Office of
IRENE WLECZYK
District Clerk



P. O. Drawer "E"
Richmond, Texas 77469
(713) 342-3411

STATE OF TEXAS
COUNTY OF FORT BEND

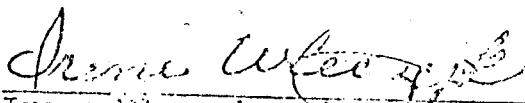
November 18, 1985

TO: Hon. County Judge Jodie Stavinoha
Johnnie Pustka, Commissioner Precinct #1
Ben Denham, Commissioner, Precinct #2
Alton Pressley, Commissioner, Precinct #3
Bob Lutts, Commissioner, Precinct #4

Please consider approval of Plan, signed by District Judges, for Fort Bend County District Court Records to be kept on microfilm, as set forth in Art. 1899(a), Section 2, V.A.T.S.; approval of funds and advertising for bids on microfilm equipment for District Clerk (funds not available in budget).

This Plan has been discussed with the District Judges and they are all in favor of the records to be on microfilm. This is the first time in the history of Fort Bend County the District Clerks Office would be on microfilm and I am looking forward for your approval. Not only am I looking forward to it, but am very excited after looking at many ideas as to microfilming, that this system is the best. (per enclosure).

Thank you!


Irene Wleczyk, District Clerk

PLAN FOR FORT BEND COUNTY DISTRICT COURT RECORDS
TO BE KEPT ON MICROFILM JACKETS/FICHE

TO THE HONORABLE: C. A. DICKERSON, DISTRICT JUDGE
240TH JUDICIAL DISTRICT, FORT BEND COUNTY, TEXAS

A. REAGAN CLARK, DISTRICT JUDGE
268TH JUDICIAL DISTRICT, FORT BEND COUNTY, TEXAS

THOMAS O. STANSBURY, DISTRICT JUDGE
328TH JUDICIAL DISTRICT, FORT BEND COUNTY, TEXAS

In accordance with Article 1899(a) V.A.T.S. I, Irene Wleczyk, District Clerk in and for Fort Bend County, Texas, pursuant to my duty to keep a fair record of acts and proceedings, hereby submit a plan for the reproduction by microfiche of all records, acts, proceedings held, minutes of the court or courts and including all registers, records, and instruments for which the District Clerk of Fort Bend County, Texas is or may become responsible by law. This plan will correctly and legibly reproduce and form a medium of copying or reproducing all records.

The proposed guidelines of said plan are as follows:

- 1) Original paper records will be used during the pendency of any legal proceeding.
- 2)
 - (a) Only at the time of disposition of any case will all the records in the case jacket be microfilmed, including, but not limited to all petitions, motions, orders, citations and returns, letters, notes, final judgments and docket sheets.
 - (b) Each case will be filmed, one case per jacket(s). The jacket will be given the number and style of the case and will be color coded to denote civil, criminal, adoption, divorce.
 - (c) One duplicate microfiche will be made of each original jacket. The original jacket will be filed numerically in an appropriate file box and placed in the vault of the county depository. The duplicate of the jacket will be filed numerically and kept in file boxes in the office of the District Clerk for use by the office personnel and the public.
 - (d) The Clerk's File Docket will act as an alphabetical index to the jacket and each case style will be entered into the index both direct and reverse.
- 3)
 - (a) The disposing instrument in any case, with any exhibits thereto, various court orders and any other documents required to be placed in the Minutes of the District Court will be numbered consecutively with volume number and page number.

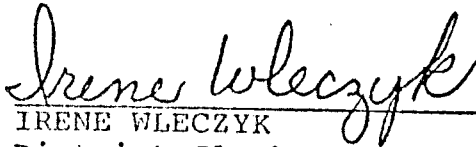
The beginning volume will be Number 1 and each volume will contain approximately 500 pages. A Title Page will be placed at the beginning of each 6" film strip and a Certificate of Legality and Authenticity will be placed at the end of 6" film strip, as attached hereto as Exhibit "A", will be placed at the beginning and ending of each jacket filmed.

- 3) (b) One duplicate will be made of each original jacket. The original of the District Court Minutes filmed will be filed in numerical order in an appropriate file box and placed in the vault of the county depository. The duplicate of the jacket will be filed numerically and kept in file boxes in office of the District Clerk for use by office personnel and the public.
 - (c) An index to the District Court Minutes will be kept showing the following information:
 - 1) case number;
 - 2) style (direct and reverse);
 - 3) name of instrument;
 - 4) date of instrument.
- 4) All juvenile, adoption or any other record required by law or by order of the court to be sealed shall be filmed, sealed, and kept in a separate index.
- 5) Each microfilm jacket/fiche will contain 70 images. The original jacket and all processes of development, fixations, and washing will be of quality approved for permanent photographic records by the United States Bureau of Standards.
- 6) Other microfilmed records may be kept from time to time by the District Clerk, including, but not limited to, indexes, clerk's docket and fee books, fine ledgers, and any other records, lists or papers, registers or minutes required to be kept by the District Clerk.
- 7) Upon certification of the District Clerk to the Librarian of the State that all requirements have been met and are on record as provided by this plan, the Clerk may destroy, by burning or shredding, any records and instruments she is so authorized to destroy after one year has elapsed following the time at which the judgment has become final and times for appeal, writ of error, bill of review under Rule 329, Texas Rules of Civil Procedure and certiorari has expired without having been perfected, or mandate which is finally decisive of such matters has been issued, further providing, that after these requirements are reached and prior to the actual destruction of the instruments and records by the clerk, any party or parties or the State Librarian by petitioning the court may move for the return of such instruments and records.

00406

- 8) All original judge's docket sheets will be removed from any case jacket before destruction and placed in numerical order in a bound book.
- 9) Microfiche readers will be available in the office of the District Clerk for viewing of the fiche by the public. A reader/printer will be available for making "hard" paper copies of any instrument or film.

Respectfully submitted,



IRENE WLECZYK
District Clerk, Fort Bend
County, Texas


ORDER


ON THIS THE 24th DAY OF October, 1985, came to be considered the proposed PLAN FOR FORT BEND COUNTY DISTRICT COURT RECORDS TO BE KEPT ON MICROFILM.

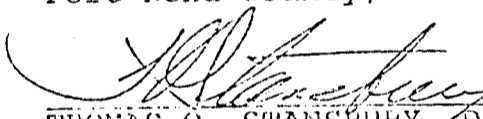
The Court finds that said Plan meets the requirements set forth in Article 1899(a), Section 2, V.A.T.S.

It is therefore ORDERED that the PLAN FOR FORT BEND COUNTY DISTRICT COURT RECORDS TO BE KEPT ON MICROFILM be immediately effective and adopted for use by the Office of the District Clerk of Fort Bend County, Texas.

SIGNED AND ENTERED on this the 24th day of October, 1985.


C. A. DICKERSON, District Judge
240th Judicial District
Fort Bend County, Texas


A. REAGAN CLARK, District Judge
268th Judicial District
Fort Bend County, Texas


THOMAS O. STANSBURY, District Judge
328th Judicial District
Fort Bend County, Texas

FILED

OCT 24 1985

AT 1:30 P M.
Jane Williams
Clark District Court, Fort Bend Co., Tx.
REC. VOL. 28, PG. _____
REC. VOL. 60, PG. _____
REC. VOL. 2, PG. _____

00408

THE STATE OF TEXAS X TITLE PAGE
OFFICIAL PUBLIC RECORDS OF DISTRICT COURTS
COUNTY OF FORT BEND X

I, Irene Wleczyk, District Clerk of Fort Bend County, Texas, do hereby certify that the following images are part of the Official Public Records of District Courts of Fort Bend County, Texas.

Witness my hand and seal of office, this the _____ day of _____, 1985.

IRENE WLECZYK, DISTRICT CLERK
Fort Bend County, Texas

By: _____
Deputy

THE STATE OF TEXAS X CERTIFICATE OF LEGALITY AND AUTHENTICITY
OFFICIAL PUBLIC RECORDS OF DISTRICT COURTS
COUNTY OF FORT BEND X

I, Irene Wleczyk, District Clerk of Fort Bend County, Texas, do hereby certify that the microfilming of the images between the Title Page and the Certificate of Legality and Authenticity, has been in strict accordance with Article 1899(a), Vernon's Texas Civil Statutes, and that each image is a true, correct and exact copy of the page or pages of the identified instrument of writing, legal document, paper, or record which has been filed for record on the date and at the time stamped on each; that no splice was made in the original negative film between the Title Page and this Certificate.

I do further certify that the preceding images are part of the Official Public Records of District Courts of Fort Bend County, Texas.

Witness my hand and seal of office, this the _____ day of _____, 1985.

IRENE WLECZYK, DISTRICT CLERK
Fort Bend County, Texas

By: _____
Deputy

Quotation

00409

From Business Products
Sales Center/3M



To
The Honorable Irene Wleczyk
Fort Bend County District Clerk
Fort Bend County Courthouse
400 Jackson
Richmond, TX 77469

Inquiry Number	1762
Date	November 1, 1985
Terms	Net Thirty (30) Days
Prices quoted are F.O.B.	Fort Bend County
Delivery	Within Thirty (30) Days
Prices quoted are firm for thirty (30) days.	

We are pleased to quote as follows:

Quantity	Description	Price	Amount
	<u>Equipment</u>		
2	3M FS-6 Camera Processors	\$7,560.00	\$15,120.00
2	3M FS-6 Workstations	576.00	1,152.00
1	3M 261/262 Fiche Duplicator		3,415.00
2	3M 5 Drawer Fiche Cabinet with Locks	1,044.00	2,088.00
1	3M MFB-1100 Micro Fiche Reader Printer (Bond) with Lens and Stand		4,150.00
1	3M 222 Densitometer		1,075.00
1	3M FS-60 Jacket Loader		1,800.00
	TOTAL		\$28,800.00
	<u>Annual Maintenance</u>		
2	3M FS-6 Camera Processor	\$ 536.25/Yr	\$ 1,072.50/Yr
1	3M 261/262 Fiche Duplicator		367.50/Yr
1	3M MFB-1100 Microfiche Reader Printer		324.00/Yr
1	3M FS-60 Jacket Loader		190.00/Yr
	TOTAL		\$ 1,954.00

R.A. Weaver
R. A. Weaver



NO: County Auditor Richard Sevel
415- of Commission
County Clerk 00411

Texas County and District Retirement System

400 WEST 14TH STREET • AUSTIN, TEXAS 78701
PHONE 512/476-6651

September 4, 1985

MEMO TO: Corresponding Officials and County Judges of TCDRS
Subdivisions Eligible to Adopt Optional Benefit
Eligibility Plan

FROM: J. Robert Brown, Director

RE: Optional Benefit Eligibility Plan

The Texas County and District Retirement System Act was amended this spring by the 69th Legislature through Board-sponsored legislation. One of the amendments is a new section in the Act entitled "Optional Benefit Eligibility Plan". This plan can be adopted by a TCDRS subdivision to be effective January 1, 1986, if the Actuary determines that the implementation of the plan would not impair the ability of the subdivision to fund all the obligations of its plan before the 30th anniversary of the most recent valuation date, December 31, 1984.

According to calculations of the Actuary, your county or district meets the actuarial requirement to be eligible to adopt the Optional Benefit Eligibility Plan. The Optional Benefit Eligibility Plan includes:

1. service retirement eligibility with at least 10 years of service at ages 60 and above,
2. vesting with at least 10 years of service,
3. deferred service retirement (pre-retirement death benefit protection) eligibility with at least 10 years of service at ages 60 and above,
4. nonoccupational disability retirement eligibility with at least 10 years of service, and
5. early service retirement eligibility with the sum of service and age greater than or equal to 80 years (e.g., age 55 with 25 years of service, age 58 with 22 years, age 52 with 28 years, etc.)

00412

Currently in TCDRS, a member can retire prior to age 60 if he has 30 or more years of service. There is no minimum age requirement. From time to time, the staff has received requests for changes in the retirement eligibility provisions to allow retirement before age 60 with less than 30 years of service. Several alternatives were considered, and it was decided that the best one to include in the Optional Benefit Eligibility Plan was one in which eligibility for retirement will be satisfied when the sum of the member's attained age and service equals or exceeds 80 years. Under such a provision, a member can retire at age 52 with 28 years, at age 55 with 25 years, or at age 58 with 22 years, as just a few examples. This "rule of 80" provision will provide the option to retire to a member who is several years away from age 60 or several years away from having 30 years of service, yet who has had a fairly long career with the county or district.

A summary comparison of your present TCDRS plan and your new TCDRS plan if the Optional Benefit Eligibility Plan is adopted is shown on the attached Exhibit 1. Also attached are Exhibits 2 and 3 which give some additional explanation of deferred service retirement and of vesting.

The new provisions of the Optional Benefit Eligibility Plan will be effective January 1, 1986, if your county or district adopts the plan. We are also enclosing a model order to be used as a guideline in the preparation of your order. We will need to receive your completed order no later than January 1, 1986.

As somewhat of an addendum to this Memorandum, we want to mention that we will have a TCDRS meeting in Austin in October of this year. One of the purposes of this meeting will be to discuss the Optional Benefit Eligibility Plan. Another aspect of the meeting will be to discuss the new amendments to the TCDRS Act. We hope that those county and district officials who feel the need for information about TCDRS will make arrangements to be in attendance.

We will, in the near future, advise you of the specific date in October and the exact Austin location of the meeting.

JRB/jkw
Enclosures

Exhibit 1

TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM

Optional Benefit Eligibility Plan Study

Actuarial Valuation as of 12/31/84 with New Provisions Effective 1/1/86

Fort Bend County

	<u>Present Plan</u>	<u>New Plan*</u>
1. Service required for vesting	12 years	10 years
2. Service required for retirement at 60	12 years	10 years
3. Early retirement eligibility	30 years	Rule of 80**
4. Deferred service retirement selection eligibility	12 yrs/age 60 or 20 yrs	10 yrs/age 60 or 20 yrs
5. Service required for nonoccupational disability retirement	12 years	10 years
6. Amortization period	<u>11.97</u> years	<u>12.66</u> years

*The years of service under the Optional Benefit Eligibility Plan must be credited service performed for one or more subdivisions that have adopted the Optional Benefit Eligibility Plan.

**A member can retire when the sum of his years* of credited service plus years of attained age is equal to or greater than 80. A member can still retire with 30 years of service if that requirement is met before meeting the Rule of 80 requirement.

Deferred Service Retirement

The right of deferred service retirement is the right of a beneficiary to receive additional death benefit protection, payable in the form of a monthly annuity, if an employee dies before retirement. An employee who does not have this right has a more limited death benefit protection in that the beneficiary has a right only to a refund of the employee's accumulated TCDRS deposits.

With the adoption of the Optional Benefit Eligibility Plan, each employee who (a) has 10 or more years of service and is age 60 or older, or (b) has 20 or more years of service, regardless of age, will have the right to apply for deferred service retirement.

How does deferred service retirement work? Let's assume John Doe, who is an employee age 60, with credit for 10 years of service with TCDRS, accumulated prior service credit of \$5,000 and accumulated deposits of \$12,000, dies before retiring.

Under a plan that does not have 10 year and age 60 deferred service retirement, his designated beneficiary would be entitled to receive only his accumulated deposits of \$12,000. If his county or district has adopted the Optional Benefit Eligibility Plan, the member's designated beneficiary shall be entitled to receive a monthly annuity instead of his accumulated deposits.

If he is survived by his wife, Mary Doe, who is also age 60, and he has designated her to receive a lifetime income by selecting Option 1 on his deferred service retirement application, then she will be entitled to receive a monthly annuity for as long as she lives. The amount of the monthly annuity will depend upon the benefit design of the county or district's TCDRS plan. For example, if the plan has an employer matching ratio of 2.0/1 and a prior service allocation percentage of 150%, then the monthly benefit would be \$208. Assuming she lives 25 years (her approximate life expectancy), she will receive total payments of at least \$62,400 ($\$208 \times 12 \times 25$).

Exhibit 3

Vesting

Vesting is the right of a member to receive a TCDRS retirement benefit when he reaches retirement age (60 or higher) if he terminates employment with the county or district before reaching retirement age. Vesting in a TCDRS plan is conditional vesting in that the former employee who has enough service to be vested must (1) leave his accumulated deposits in TCDRS and (2) live to retirement age. A member with a right to vesting forfeits that right if he elects to receive a refund of accumulated deposits. In addition, if a vested member who has terminated employment dies before attaining an age at which he is eligible to retire, he loses his vested status. However, such a member's beneficiary would be eligible for a death benefit under the deferred service retirement provisions if he had 20 or more years of service. Similarly, if a vested terminated member dies while eligible for retirement, his beneficiary would be eligible for a death benefit. If a vested, terminated member dies before reaching retirement eligibility and has less than 20 years of service, his beneficiary would receive a refund of the member's accumulated deposits.

How does vesting work? Assume Ralph Jones, who is an employee age 50 at the end of 1985, has credit for 10 years of service with TCDRS, accumulated prior service credit of \$5,000, and accumulated deposits of \$12,000. Further assume he terminates employment with the county or district at that time. If his county or district adopts the Optional Benefit Eligibility Plan, which includes the 10-year vesting provision, and Mr. Jones does not withdraw his accumulated deposits, then he would be entitled to make application for retirement upon attaining age 60 in 1995, and could begin receiving a TCDRS Standard Benefit or the actuarial equivalent thereof in the form of another optional retirement benefit. The amount of the benefit would depend upon the benefit design of the county or district's TCDRS plan and the interest credited on the member's accumulated deposits each year. For example, if the plan has an employer matching ratio of 2.0/1 and a prior service allocation percentage of 150% and if 10% interest is credited each year through 1995, then the monthly Standard Benefit would be \$597.

COMMISSIONERS COURT ORDER

0029

THE STATE OF TEXAS X
 COUNTY OF FORT BEND X

On this the 18th day of November, 1985, the Commissioners Court of Fort Bend County, Texas, was convened in regular session of said Court, with the following members present, to wit:

Jodie E. Stavinoha, County Judge
Johnnie Pustka, Commissioner, Precinct 1
Ben Denham, Commissioner, Precinct 2
Alton Pressley, Commissioner, Precinct 3
Bob Lutts, Commissioner, Precinct 4
Dianne Wilson, County Clerk;

and at such session, among other Proceedings, the following order was passed:

WHEREAS, by virtue of an order of the Commissioners Court of Fort Bend County, Texas, adopted on the 21st day of January, 1972, said County became a participating subdivision in the Texas County and District Retirement System (hereinafter called "TCDRS"); and

WHEREAS, the Actuary for TCDRS has determined and certified that the increases in benefits, credits and additional coverages hereinbelow selected, can be amortized by the County within the time and under the terms prescribed by Subtitle F of Title 110B, of the Revised Civil Statutes of Texas, 1925, as amended (hereinafter called the "TCDRS Act"); it is accordingly,

ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

Effective January 1, 1986:

- (a) Any person who on or after January, 1, 1986 is a TCDRS member who shall have accumulated ten (10) or more years of credited service with this County and other subdivisions that have adopted ten (10) year service retirement eligibility under Section 54.207 of the TCDRS Act and has attained the age of sixty (60) shall have the right to retire and receive a service retirement annuity.
- (b) Any person who on or after January 1, 1986 is a TCDRS member who shall have accumulated sufficient years of credited service with this County and other subdivisions which have adopted the provisions of Section 54.207 of the TCDRS Act such that, when the years of such credited service is added to the member's years of attained age produces a sum equal to or in excess of eighty (80), shall have the right to retire and receive a service retirement annuity.

- (c) Any person who on or after January 1, 1986 is a TCDRS member who shall have accumulated ten (10) or more years of credited service with this County and other subdivisions which have adopted the provisions of Section 54.207 of the TCDRS Act, and who is not eligible for service retirement, may retire and receive a disability retirement annuity if the member is certified as disabled in accordance with Section 54.303 (b) (2) of the TCDRS Act.
- (d) Any person who on or after January 1, 1986 is a TCDRS member who shall have accumulated twenty (20) years of credited service with this County and other subdivisions that have adopted twenty (2) year deferred service eligibility or who shall have accumulated ten (10) or more years of credited service with this County and other subdivisions that have adopted ten (10) year deferred service eligibility and has attained the age of sixty (60) shall have the right of "deferred service retirement" under the terms and conditions prescribed in Sections 54.203 and 54.207 of the TCDRS Act.
- (e) Any person who on or after January 1, 1986 is a TCDRS member and who shall have accumulated at least ten (10) years of credited service with this and other participating subdivisions which have adopted ten (10) year vesting, shall have the right, despite withdrawal from service prior to attainment of age sixty (60), to remain a member and to retire at or after age sixty (60), conditioned that he lives to date of retirement and that he shall not have withdrawn his accumulated deposits with the System.

The above order being read, it was moved and seconded that the same do pass and be adopted. Thereupon, the question being called for, the following members voted Aye: Commissioner Johnnie Pustka, Commissioner Ben Denham, Commissioner Alton Pressley, and Commissioner Bob Lutts; and the following voted No: None

Witness our hands officially this 18th day of November, 1985.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

0029,

Moved by Commissioner Pustka, Seconded by Commissioner Denham, moved to amend the above motion by adding to accept the Fort Bend County Subdivision Platting policy as presented, dated November 18, 1985 to become effective January 1, 1985 and establish a variance committee to be appointed by the County Judge.

Public speaking on revised subdivision regulations:

- Jim Box
- Terry Kealing
- Harry Melon
- Harry Weidemann, Jr.
- C.E. "Jack" Myska

18. CONSIDER APPLICATION FROM HALL GEOPHYSICAL TO LAY CABLE CROSSING DUVALL DITCH, LONG LANE, ROPER RD. & KIBLER IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Hall Geophysical to lay cable crossing Duvall Ditch, Long Lane, Roper Rd. & Kibler in Precinct 4. (Recorded in minutes in full)

19. CONSIDER ELECTED OFFICIALS' 1986 SALARIES; CONSIDER APPROVAL OF 1986 BUDGETS; AND CONSIDER SETTING PUBLIC HEARING DATE ON 1986 TAX RATE:

Consider elected officials' 1986 salaries:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put with Commissioner Lutts voting no, Commissioner Denham voting no, Judge Stavinoha voting no, motion fails to increase elected officials' 1986 salary by 3%.

Consider approval of 1986 budgets:

Moved by Commissioner Pressley to approve budget as filed with County Clerk;

Drainage	+ 1.6 million
Sheriff	+ 59,121 (salary)
Indigent Care	- 300,000
District Attorney	+ one attorney & one secretary

Motion failed due to lack of a second.

Moved by Commissioner Lutts, seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve one new deputy for Constable Precinct #4 plus benefits and car (police package) at a total of \$42,676.00 to be added to 1986 budget.

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve one new deputy for Constable Precinct #1 plus benefits and car and create a Conference Line Item with \$300.00. \$40,976.00 to be added to 1986 budget.

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to reinstate \$1,542,000.00 for a total of \$8,204,985 for 1986 Drainage District budget.

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to allow upgrading of Sheriff deputies and increase 1986 Sheriff's salary budget \$59,121.00.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to reduce Indigent Care 1986 budget from \$500,000 to \$300,00 from Indigent Care (Hospita) line item.

(14)

00419

Honorable Jodie E. Stavinoha
Fort Bend County
P. O. Box 368
Richmond, Texas 77469

1 November 1985

Fort Bend County Library

83011

October

Revisions to Furniture
Specifications & Drawings

25 hrs. @ 75.00
3 hrs. @ 25.00

\$1,875.00
75.00

Sub-Total Fee

1,950.00

Expenses

209.16

TOTAL

\$2,159.16

Fee Summary: 88% of \$75,000.00

Paul H. Sanders, Jr.
Paul H. Sanders, Jr. AIA

J. Stavinoha
L.C.
11/18/85

00420

Keep for
info (16)

OFFICE OF THE
SECRETARY OF STATE



MYRA A. McDANIEL
SECRETARY OF STATE

MEMORANDUM

EXECUTIVE DIVISION
P.O. Box 12697
Austin, Texas 78711
512 475-2015

Publications
P.O. Box 13824
512 475-7886

ELECTIONS DIVISION
P.O. Box 12887
512 475-3091

Disclosure Filings Section
P.O. Box 12887
512 475-5619

DATA SERVICES
P.O. Box 12887
512 475-7881

SUPPORT SERVICES
DIVISION

Financial Management
P.O. Box 12887
512 475-0271

Staff Services
P.O. Box 12887
512 475-5995

STATUTORY FILINGS
DIVISION

Corporations
P.O. Box 13697
512 475-3551

Business Opportunities
P.O. Box 13563
512 475-1769

Trademarks
P.O. Box 12887
512 475-1362

Statutory Documents
P.O. Box 12887
512 475-3061

Notary Public
P.O. Box 12079
512 475-2703

Uniform Commercial Code
P.O. Box 13193
512 475-3457

TO: . County Judges and Commissioners
FROM: Myra A. McDaniel, Secretary of State *MM*
DATE: October 2, 1985
RE: Disposition of State Funds to Voter Registrars

Sec. 19.002, V.T.C.A., Election Code, provides for the issuance of warrants by the state comptroller to voter registrars who are in compliance with the Election Code.

In the past, there has been some misconception regarding the proper use of this money.

Sec. 19.004, V.T.C.A., Election Code, specifically states that these state funds are to be used only to defray expenses of the registrar's office in connection with voter registration. These funds are not fees of office or part of the county budget. Secs. 19.005 and 19.006, V.T.C.A., Election Code.

If your county does not have a special fund already set up, Sec. 19.005 states that these funds may not be treated as fees of office. Therefore, the funds should be deposited in a special account.

Some examples of proper expenditures of these funds are: hiring of temporary personnel for peak voter registration periods; purchases of additional office equipment for use in voter registration such as typewriters, adding machines or computer terminals.

This money is not to be used for regular duties of the voter registrar, or as a supplement to the county budget

Attachment I

"19.001. STATEMENT OF REGISTRATIONS SUBMITTED TO COMPTROLLER. (a) Before May 15 of each year, the registrar shall prepare and submit to the comptroller of public accounts a statement containing:

- (1) the total number of initial registrations for the previous voting year; and
- (2) the total number of registrations canceled under Sections 16.031(a)(1) and 16.033 for the previous voting year.

(b) In each even-numbered year, the registrar shall include in the statement the total number of voters on the lists of registered voters on the date of the first election held in the county in the voting year.

(c) The registrar shall certify that the information in the statement is accurate.

Sec. 19.002. ISSUANCE OF WARRANTS BY COMPTROLLER.

(a) Each registrar is entitled to receive the sum of the following amounts:

- (1) 40 cents multiplied by the number of initial registrations certified under Section 19.001(a)(1);
- (2) 40 cents multiplied by the number of canceled registrations certified under Section 19.001(a)(2); and

(3) in each even-numbered year, 40 cents multiplied by the difference between the number of registered voters and the number of initial registrations certified for the two previous voting years.

(b) Before July 1 of each year, the comptroller of public accounts shall issue to each registrar a warrant pursuant to a voucher submitted by the registrar and approved by the secretary of state in an amount not exceeding the registrar's entitlement. Subsequent warrants for any remainder of the entitlement shall be issued in the same manner.

(c) The comptroller may require additional proof to substantiate the information in the certified statement before issuing a warrant.

(d) The comptroller may not issue a warrant to a registrar if on June 1 of the year in which the warrant is to be issued the most recent notice received by the comptroller from the secretary of state under Section 18.065 indicates that the registrar is not in compliance with Section 18.063 or with rules implementing the registration service program.

Sec. 19.003. DISBURSEMENT OF STATE FUNDS. Only funds from the General Revenue Fund may be appropriated for the disbursements required by this chapter.

00422

Attachment I
Page 2

Sec. 19.004. USE OF STATE FUNDS RESTRICTED. State funds received by a registrar under this chapter may be used only to defray expenses of the registrar's office in connection with voter registration.

Sec. 19.005. STATE FUNDS NOT FEES OF OFFICE. State funds received by a registrar under this chapter are not and may not be treated as fees of office.

Sec. 19.006. STATE FUNDS NOT PART OF COUNTY BUDGET. The commissioners court may not consider the availability of state funds under this chapter in adopting the county budget for the office of the voter registrar."

Nov 18, 1985

(17)

00423

0029

PROPOSED

FORT BEND COUNTY

SUBDIVISION PLATTING POLICY

OCTOBER, 1985

Nov 18, 1985

Section 1-Definitions	page 2
Section 2-General Policy	page 4
Section 3-Plat Submittal Procedures & Requirements	page 5
Section 4-Plat Graphics	page 8
Section 5-Design Criteria	page 12
Section 6-Planned Development Criteria	page 21
Section 7-Road Acceptance Policy	page 22
Appendix	page 23

Approved by Commissioners
Court dated

SECTION 1 - DEFINITIONS

For the purpose of this Manual and to eliminate any possible confusion, the definition of various terms, phrases, words, and their derivations will have the meaning ascribed to them herein. When not inconsistent with the context, words used in the present tense include the future, words used in the singular number include the plural number and words used in the plural number include the singular number. Any office referred to herein by title will mean the person employed or appointed for that position or his duly authorized deputy or representative. Definitions not expressly prescribed herein are to be considered in accordance with customary usage. The definition of specific terms, phrases, words and their derivations applicable to matters contained in this Manual are as follows.

Alley: A public right-of-way which is used only for secondary access to individual properties which otherwise have their primary access from an adjacent public street or approved common open space or courtyard which is adjacent to a public street.

Block: A numbered tract or parcel of land established and identified within a subdivision which is surrounded by streets or a combination of streets and other physical features and intended to be further subdivided into individual lots or reserves.

Building Setback: A defined area designated on a subdivision plat in which no building structure may be constructed and is located between the adjacent street right-of-way and the proposed face of a building.

Commissioners Court: The Commissioners Court of Fort Bend County, Texas.

County: Fort Bend County, Texas.

County Engineer: The Fort Bend County Engineer or his designated representatives.

Drainage District Engineer: The Fort Bend County Drainage District Engineer or his designated representative.

Extraterritorial Jurisdiction: Refers to the unincorporated territory extending beyond the city limits of a city and which has been established as a result of the provisions of the Texas Municipal Annexation Act and the State Subdivision Acts (Article 970a and Article 974a Vernon's Annotated Texas Civil Statutes).

Filing Fee: A charge for filing documents with the Fort Bend County Clerk. The fee for filing plats is set by Commissioners Court.

Frontage: That portion of any tract of land which abuts a public street right-of-way and from where the primary access to said tract is derived.

General Plan: A map of a Planned Development showing intended land uses within its boundaries.

Interior Street: Any public street within a subdivision designed to serve only those properties within the boundaries of the subdivision in which it is dedicated and established. Cul-de-sacs and loop streets or street systems beginning from streets within a subdivision may be considered as interior streets. Interior streets may not, however, be any street which would allow access through the subdivision to other properties or directly connect with other streets outside the plat boundary.

Local Street: Any public street not designated as a major thoroughfare, freeway or highway.

Lot: An undivided tract or parcel of land contained within a block and designated on a subdivision plat by numerical identification.

Major Thoroughfare: A public street designed for fast, heavy traffic and intended to serve as a traffic artery of considerable length and continuity throughout the community and so designated on the latest edition of the Fort Bend County Major Thoroughfare and Freeway Plan.

Planned Development: A development that contains a minimum of 500 contiguous acres under the control of one entity and having a General Plan for development showing a maximum average density of 5.5 lots per acre.

Plat: A map or drawing of a proposed subdivision prepared in a manner suitable for recording in the County records and containing accurate and detailed engineering data, dimensions, and dedicatory statements and certificates.

Private Street: Any street that is not specifically designated or dedicated as a public street.

Public Street: A public right-of-way, however designated, dedicated or acquired which provides vehicular access to adjacent private or public properties.

Specifications: These will include but not be limited to descriptive, performance, reference and proprietary specifications approved by the Engineering Department, the Drainage District and the Commissioners Court.

Street Dedication Plat: A map or drawing illustrating the location of a public street passing only through a specific tract of land and suitable for recording.

Stub Street: A public street not terminated by a circular turnaround and ending adjacent to undeveloped property or acreage and intended to be extended at such time the adjacent undeveloped property or acreage is subdivided.

Subdivider (Developer): Any person or authorized agent thereof proposing to divide or dividing land so as to constitute a subdivision according to the terms and provisions set out in this Manual. The term "developer" shall mean the same as "subdivider" for the purposes of this Manual.

Subdivision: A parcel of land divided into two (2) or more blocks, lots, tracts, reserves or plats and including any streets, alleys, easements or parks.

SECTION 2

GENERAL POLICY

- 2.1 Every owner of any tract of land situated outside the corporate limits of any city in Fort Bend County, Texas, who divides the same into two (2) or more parts for the purpose of laying out any subdivision of any such tract of land, outside the corporate limits of any town, or city or for laying out suburban lots or building lots, and for the purpose of laying out streets, alleys, or parks, or other portions intended for public use, or the use of purchasers or owners of lots fronting thereon or adjacent thereto, shall cause a plat to be made thereof which shall accurately describe all of said subdivision by metes and bounds and locate the same with respect to an original corner of the original survey of which it is a part, and using the best available information in the event the exact location of the original survey cannot be located, giving the dimensions thereof on said subdivision and the dimensions of all lots, streets, alleys, parks, or other portions of same intended to be dedicated to public use or for the use of purchasers or owners of lots fronting thereon or adjacent thereto.
- 2.2 In approving plats for recording in Fort Bend County, the Commissioners Court will consider the general welfare of the citizens of Fort Bend County. This will include all the specific items listed below plus other considerations that are important to citizens of the area and Fort Bend County. These will include and not be limited to street specifications and widths, traffic flow, drainage and flood protection, sanitary sewer and water systems, recreational facilities, school sites, and any other amenity that applies to the area being considered.
- 2.3 Construction plans shall be approved by the County Engineer and drainage plans shall be approved by the Drainage District Engineer before the final plat is presented to Commissioners Court for approval.
- No construction shall begin until the final plat has been approved by the Commissioners Court and recorded by the County Clerk.
- The services of a Professional Engineer registered in the State of Texas will be provided by the developer to inspect the construction of utilities, paving and drainageways and to insure that the construction conforms to the plans and specifications approved by the County Engineer and all provisions of the Commissioners Court.
- Upon completion of the construction, the engineer providing inspection services will tender a signed and attested affidavit to the County Engineer to verify that construction complies with all plans, specifications and Fort Bend County requirements. (See Appendix I)
- 2.4 These policies and any and all future additions thereto and changes thereof will be binding in all new subdivisions or re-subdivisions in Fort Bend County that are not within the legal limits of any

incorporated city or town. These policies shall not apply to any roads now being maintained by Fort Bend County.

- 2.5 This policy will be binding on all new plats or replats that are submitted to Commissioners Court for approval after November 18, 1985. Any deviation from this general policy Manual is subject to review by the Commissioners Court.
- 2.6 The several provisions of these regulations are separable, in accordance with the following.
- a. If any sentence, phrase, section, paragraph, article or any part of these rules, regulations and requirements is declared invalid, unenforceable or unconstitutional for any cause or reason, such invalidity, unenforceability or unconstitutionality shall not be held to affect, invalidate or impair the validity, force or effect of any other sentence, phrase, section, paragraph, article or any other part of these rules, regulations and requirements.
 - b. If any court of competent jurisdiction shall judge invalid the application of any provision of these regulations to a particular property, such judgement shall not affect the application of said provision to any other property not specifically included in said judgement.
- 2.7 The Commissioners Court may request the County's attorney or any other prosecuting attorney representing the County to file an action in a court of competent jurisdiction to:
- a. Enjoin the violation or threatened violation of a requirement established by this Order.
 - b. Recover damages in an amount adequate for the County to undertake any construction or other activity necessary to bring about compliance with a requirement established by this Order.

SECTION 3

PLAT SUBMITTAL PROCEDURES AND REQUIREMENTS

Prior to a submittal of a plat to Commissioners Court, a preliminary conference is recommended with the Commissioner of the precinct where the project is located.

3.1 Submittal

At least three (3) camera positive milars and two (2) prints of the plat along with all other items required herein shall be presented to the County Engineer and also one (1) print shall be submitted to the Commissioner of the Precinct in which the subdivision is located at least fourteen (14) days prior to the Commissioners Court meeting at which the plat shall be considered for approval.

3.2 Construction Plans

Construction plans shall be submitted with the plat. The plat will not be considered by the Commissioners

Court until the construction plans have been approved by the County Engineer and the drainage plans have been approved by the Drainage District Engineer.

3.3 Title Report

A current title report, statement or opinion, title policy or certificate or letter from a title guaranty company authorized to do business in the State of Texas or an attorney licensed as such in the State of Texas shall be provided with the plat, certifying that a search of the appropriate records was performed covering the land proposed to be platted and providing the following information concerning the title to said land:

- a. The date of the examination of the records.
- b. A legal description of the property proposed to be subdivided including a metes and bounds description of the boundaries of said land.
- c. The name of the recorded owner of fee simple title as of the date of the examination of the records, together with the recording information of the instruments whereby such owner acquired fee simple title.
- d. The names of all lienholders together with the recording information and date of the instruments by which such lienholders acquired their interest.
- e. A description of the type and boundaries of all easements and fee strips not owned by the subdivider of the property in question together with the recording information and date of the instruments whereby the owner of such easements or fee strips acquired their interest.
- f. A statement certifying that no delinquent ad valorem taxes are due on the property being platted.

3.4 Subdivision Name

The proposed names of the subdivision or development or streets therein shall not be a duplicate of any other subdivision or development or street name of record in Fort Bend County.

3.5 Private Easement Holder's Agreement

The following items shall be submitted with any plat which contains a private easement or fee strip within its boundary.

- a. A letter, statement or instrument from the holder of any privately owned easement or fee strip within the plat boundaries must be provided where such easements or fee strips are proposed to be crossed by streets (both public and private) or public utility or drainage easements, stating that the holder of such easement or fee strip approves such crossings of their private easement or fee strip for the purposes intended and

depicted upon the plat. In those instances where an instrument of record is submitted in lieu of a letter or statement from the holder of any such private easement or fee strip, the County will make a determination as to whether the conditions contained in such instrument are sufficient to adequately provide or accommodate the crossings of such private easements or fee strips by the proposed streets (both public and private) or public utility or drainage easements depicted on the plat.

3.6 Tax Certificates

A certificate from each tax collector of each political subdivision in which the property is located shall accompany the plat, showing that all ad valorem taxes have been paid in full to date.

3.7 Bond

- a. The Commissioners Court will not approve any plat of any subdivision or resubdivision unless such plat is accompanied by a bond, the amount of which shall be determined by the Commissioners Court from time to time and shall be made payable to the County Judge. The bond will guarantee that the owner or owners will construct and maintain the roads, streets, and driveway entrance structures in the subdivision in accordance with the specifications set out herein.
- b. The Commissioners Court may at its discretion in lieu of the above bond accept a paving contractor's construction bond that is executed to the County Judge.
- c. The Commissioners Court of Fort Bend County may at its discretion in lieu of the above bond accept an irrevocable letter of credit from an acceptable Texas bank. The form of the letter of credit must be approved by the County's attorney.
- d. At the time of this order, the bond requirements are as follows:
 - For gravel open ditch sections: \$15/lineal foot of roadway;
 - For asphalt open ditch sections: \$25/lineal foot of roadway;
 - For curb and gutter sections: \$50/lineal foot of roadway;
 - For boulevard sections: (major thoroughfares) \$100/lineal foot of roadway.
- e. After road construction has been certified complete by the County Engineer, the bond or letter of credit amount may be reduced to \$15 per lineal foot except that gravel open ditch sections may be reduced to \$10.00 per lineal foot. A new bond or letter of credit shall be substituted for the original bond or letter of credit. This substitution must be approved by the County Engineer.

- f. The bond or letter of credit shall remain in full force and effect until all roads, streets and driveway entrance structures in the subdivision have been completed and accepted for maintenance by the County. See Section 6 for the policy on road acceptance.

3.8 Subdivisions within the Extra Territorial Jurisdiction of a City

- a. In instances where the proposed subdivision lies within the extra territorial jurisdiction of a city, the plat shall first be approved by that city. The city's certificate of approval shall be executed prior to submittal of the plat to the County.
- b. The original tracing and milars of the plat shall be transmitted directly from the City to the County Engineer by either City personnel or County personnel.

3.9 Revisions to Plat

- a. When revisions to the plat are required after submittal of the plat to the County Engineer, those revisions are to be made with the authorization and in the presence of the County Engineer or his representative.
- b. No revisions to the plat will be allowed after approval of the plat by Commissioners Court.

3.10 Action by Commissioners Court

After review of the items submitted, the Commissioners Court shall take one of the following actions:

- a. Approval;
- b. Defer action until the next regularly scheduled meeting;
- c. Disapproval.

3.11 Plat Recordation

- a. Upon approval of the plat by Commissioners Court the original tracing and milars will be transmitted directly to the office of the County Clerk by County personnel. The County Clerk will inform the owner of the required recordation fee. The plat will be recorded by the County Clerk upon receipt of the required fee. Two (2) milars of the plat will be retained by the County Clerk.

SECTION 4

PLAT GRAPHIC REQUIREMENTS

All plats of the proposed subdivision which are to be submitted to the Commissioners Court shall be drawn in the form and contain the information specified for plats as follows.

- 4.1 All plats shall be drawn by engineering or surveying firms. Architectural plans will not be accepted. The

engineering or surveying firm's name, address and telephone number shall be shown on the plat.

- 4.2 The plat size shall be 24 inches x 36 inches.
- 4.3 The preferred orientation of the drawing of the subdivision is with the north point to the top of the drawing. However, it is acceptable to have the north point to the left of the drawing.
- 4.4 The scale shall be shown numerically and a graphic scale shall be provided. The preferred scale is one (1) inch equals 100 feet.
- 4.5 A vicinity map drawn to scale shall be provided and made a part of the plat indicating the general location of the subdivision and its relationship with well known streets, railroads, water courses and similar features in all directions from the subdivision to a distance of not less than one (1) mile. The minimum scale of the vicinity map shall be one inch equals one (1) mile and shall be oriented with north to the top of the drawing. The vicinity map shall be in the upper right hand corner of the plat.
- 4.6 A legal description of the property to be subdivided listing the name of the County, survey and abstract number shall be noted on the plat.
- 4.7 The total acreage and total number of lots, blocks and reserves shall be noted on the plat.
- 4.8 The name, address and telephone number of the owner or the subdivider of the property shall be shown on the plat. If the subdivider is a company or corporation, the name of the principal officer of the company or corporation responsible for the subdivision must also be shown.
- 4.9 The date which the plat was drawn shall be noted on the plat.
- 4.10 The plat boundaries shall be drawn with heavy lines to indicate the subdivided area and shall show overall survey dimensions and bearings. Lines outside the plat boundary shall be drawn as dashed lines.
- 4.11 The adjacent areas outside the plat boundaries shall be identified to indicate the name of adjacent subdivisions, churches, schools, parks, drainageways, acreage, and all existing streets, alleys, easements, pipelines or other restricted uses.
- 4.12 The plat shall have a note stating that to the best of the engineer's knowledge all existing pipelines or pipeline easements through the proposed subdivision have been shown or that there are no existing pipelines or pipeline easements within the limits of the proposed subdivision.
- 4.13 The two (2) milars that will be retained by the County Clerk shall be on 3 mil matte positive contact film. All lines and lettering on these two (2) milars shall be of photographic process and shall be black. Only signatures and seals will be allowed to be in black ink.

- 4.14 All engineering and surveying data shall be shown on the plat sufficient to locate all of the features of the subdivision on the ground. This data shall include, but not be limited to, full dimensions along all boundaries of the plat, street and alley rights-of-way, easements and drainageways, gullies, creeks, and bayous together with the location of the high bank of such drainageways and water courses, street center lines, lots, building setback lines, blocks, reserves, out tracts or any other tracts designated separately within the plat boundaries, fee strips, pipelines or any other physical or topographical features necessary to be accurately located by surveying methods. Such information shall include line dimensions, widths, bearings of deflecting angles, radii, central angles and degree of curvature, length of curves and tangent distances, all of which are to be shown in feet and decimal fractions thereof.
- 4.15 All lots, tracts, reserves, easements and rights-of-way shall be designated within the plat boundaries and noted on the plat.
- 4.16 The plat shall have a minimum of one (1) foot interval natural ground contour lines.
- 4.17 The County Engineer shall set minimum slab elevations for each subdivision upon the recommendation by the Drainage District Engineer as based on the most recent flood plain information available. Regardless of the minimum slab elevation set by the above method in no case will the top of a slab be less than eighteen (18) inches above natural ground. The minimum slab elevation approved by Fort Bend County shall be shown on the plat.
- 4.18 The location and elevation of the vertical control used for the subdivision shall be indicated on the plat in a note. The vertical control shall be located within 2000 feet of the property and shall be tied to a U.S. Coastal and Geodetic Survey vertical control. The location, elevation and revision date of this USCGS vertical control shall be indicated on the plat in a note.

The plat must be in full accordance with the required certification made upon the plat by the Registered Public Surveyor ascertaining that the subdivision boundary represents a survey made by him and that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent ferrous metal) pipes or rods having a minimum outside diameter of five eighths (5/8) inch and a minimum length of three (3) feet. The monuments shall be driven securely into solid ground and the top of the monument shall be flush with natural ground.

The boundary survey shall close to within one in ten thousand (1: 10,000) and shall be tied to an original corner of the original survey. The metes and bounds description of this tie shall be shown on the plat.

- 4.19 All dedication statements and certificates shall be made a part of the plat drawing and shall include and

not be limited to the following statements. The general form and content of these statements are provided in the Appendix of this Manual.

- a. Owner's Acknowledgement (See Appendix A).
 - b. Execution of Owner's Acknowledgement (See Appendix B).
 - c. Lienholder's Acknowledgement and Subordination Statement (See Appendix C).
 - d. Notary Public Acknowledgement for all signatures (See Appendix D).
 - e. Certificate for Surveyor (See Appendix E).
 - f. Certificate for Fort Bend County Engineer and Commissioners Court (See Appendix F).
 - g. County Clerk's Filing Acknowledgement Statement (See Appendix G).
 - h. Engineer's Affidavit (See Appendix H).
- 4.20 A Certificate of City Approval shall be included on the plat if the subdivision is within the extraterritorial jurisdiction of a city. Use the form required by that city.
- 4.21 The names of all existing utility, levee improvement, water control and improvement and drainage improvement districts in which the property is located shall be shown on the plat.
- 4.22 Plats for subdivisions with gravel roads shall bear a note stating that the County assumes no responsibility for future black topping of the roads except where the adjoining landowners agree to pay for the cost of black topping.
- 4.23 The plat shall have a note requiring all drainage easements to be kept clear of fences, buildings, vegetation and other obstructions to the operation and maintenance of the drainage facility. The plat shall also have a note requiring all property to drain into the drainage easement only through an approved drainage structure.
- 4.24 All easements or fee strips created prior to the subdivision of any tract of land shall be shown on the subdivision plat of said land with appropriate notations indicating the name of the holder of such easement or fee strip and the purpose of the easement, and the dimensions of the easement or fee strip tied to all adjacent lot lines, street rights-of-way and plat boundary lines and the recording reference of the instruments creating and establishing said easement or fee strip. In those instances where easements have not been defined by accurate survey dimensions such as "over and across" type easements, the subdivider shall request the holder of such easement to accurately define the limits and location of his easement through the property within the subdivision boundaries. If the holder of such undefined easement does not define the easement involved and certifies his refusal to define such easement to the County Engineer the subdivision plat shall show accurate information as to the center line location of all existing pipelines or other utility facilities placed in conformance with the easement holder's rights and building setback lines must be established 15 feet from and parallel with both sides of the centerline of all underground pipelines or pole lines involved.

- 4.25 Where all side lot lines are either perpendicular and at right angles or radial to adjacent street rights-of-way, a suitable notation stating same may be placed upon the plat in lieu of lot line bearings.
- 4.26 Where key or flag lots are permitted and used, the plat shall bear a note restricting the staff portion of such lots from the construction of any building, structure, wall or fence.
- 4.27 Where vehicular access from lots to major thoroughfares or other streets is not permitted, the plat shall bear a note that such access is denied.

SECTION 5

DESIGN STANDARDS

5.1 General Public Street Arrangement and Layout

The public street system pattern proposed within any subdivision plat or development shall be based upon the following design concepts:

- a. Adequate vehicular access to all properties within the subdivision plat boundaries shall be provided.
- b. Adequate street connections to adjacent properties to insure adequate traffic circulation within the general area shall be provided.
- c. A local street system serving properties to be developed for residential purposes which discourages through traffic while maintaining sufficient access and traffic movement for convenient circulation within the subdivision and access by firemen, police and other emergency services shall be provided.
- d. A sufficient number of continuous streets and major thoroughfares to accommodate the increased traffic demands generated by the subdivision shall be provided.
- e. In those instances where the proposed subdivision is located adjacent to a State maintained road, the County Engineer may require additional right-of-way to be dedicated to accommodate the ultimate road right-of-way.

5.2 Major Thoroughfares

- a. Location and Alignment

The location and alignment of designated major thoroughfares shall be in conformance with the latest edition of the Major Thoroughfare Plan of Fort Bend County as designated by Commissioners Court. Proposals which constitute a change in the location or alignment of any designated major thoroughfare from this plan must be approved by Commissioners Court.

- b. Right-of-way widths

The minimum width of the right-of-way to be dedicated for any designated major thoroughfare

shall not be less than 100 feet. In those instances where the plat is located adjacent to an existing designated major thoroughfare having a right-of-way less than 100 feet, sufficient additional right-of-way must be dedicated to accommodate the ultimate development of the major thoroughfare in question on the basis of a total right-of-way width of 100 feet. Where the construction of concrete pavement with curbs, gutters and storm sewers is not feasible and open ditch drainage is planned, the minimum right-of-way width required for the development of a designated major thoroughfare shall be at least 100 feet and also shall have sufficient width to accommodate the approved roadway pavement and attendant drainage facilities,

c. Curves and Intersections

Curves proposed for the right-of-way of designated major thoroughfares shall have a center line radius of 2,000 feet or more. Reverse curves shall be separated by a tangent distance of not less than 100 feet.

Intersections with other public streets shall be at right angles. Variances of up to ten (10) degrees may be approved by the County Engineer. Where acute angle intersections are approved, a radius of at least 25 feet in the right-of-way line at the acute corner must be provided.

5.3 Local Streets

a. Location and Alignment

The location and alignment of local public streets proposed to be dedicated and established within a subdivision shall be designed in conformance with the following concepts.

b. Right-of-way width

The width of the right-of-way to be dedicated for any public street not designated as a major thoroughfare or freeway shall be 60 feet except as provided in paragraph 5.3.c. In those instances where a subdivision is located adjacent to an existing public street, said street not being designated as a major thoroughfare, having a right-of-way width less than 60 feet, sufficient additional right-of-way shall be dedicated within the subdivision boundary to accommodate the ultimate development of the subject street to a total right-of-way width of not less than 60 feet.

c. Fifty (50) foot street right-of-way widths may be allowed where the following requirements are met.

1. The street shall be paved with a 28 foot wide back to back curb and gutter section.
2. The street shall serve detached single family homes only.
3. The right-of-way shall be used for street paving, storm sewer and water lines only. Any additional utilities will require a

separate utility easement or wider street right-of-way.

4. a. A loop street shall not have an internal block length of more than 1,000 feet.
- b. A dead end street with a permanent turnaround shall not exceed 800 feet.
- c. An interior street shall not exceed one (1) block or 1,400 feet, whichever is shorter.

d. Curves and Intersections

Curves along local streets may have any center line radius, except that the center line radii on reverse curves shall not be less than 300 feet. Intersections of local streets shall be at right angles. Variances of up to ten (10) degrees may be approved by the County Engineer. Where acute angle intersections are approved, a radius of at least 25 feet in the right-of-way line at the acute corner shall be provided.

e. Cul-de-sac right-of-way radii

The radii of the right-of-way at the end of local streets terminated with circular cul-de-sac turnarounds shall be 50 feet on curb and gutter streets. On streets without curb and gutter the right-of-way radius shall be 60 feet.

f. Dead-end streets

Dead-end streets will not be approved except in those instances where the street is terminated by a circular cul-de-sac turnaround or where the street is designed to be extended into adjacent property.

5.4 Public Street Paving

- a. On all streets the plasticity index (P.I.) of the subgrade soil shall be determined by the AASHTO method of testing. When the P.I. exceeds 20, the subgrade will be lime stabilized to a depth of six (6) inches so that the P.I. is reduced to 20 or less.
- b. No manholes will be allowed under or in pavement.
- c. No utility lines will be allowed under pavement except at perpendicular crossings or as approved by the county engineer.
- d. Major thoroughfares shall have two roadways each with a minimum width as measured from back of curb to back of curb of 25 feet. The two roadways shall be separated by an esplanade with a 30 foot minimum width. Additional lanes may be provided by reducing esplanade width as approved by county engineer.
- e. Paving for large lot subdivisions

1. Subdivisions with lots at least 2 1/2 acres in size and not having curb and gutter streets are exempt from the requirement of 22 feet of hot mix hardtop material. Subdivisions with lots between 1 to 2 1/2 acres in size and that are accessed by a gravel road and do not have curb and gutter streets are also exempt from the requirement of 22 feet of hot mix hardtop material.
 2. All other subdivisions not having curb and gutter roads shall be required to have blacktop or concrete roads.
- f. Each driveway, street or alley accessing an open ditch road shall have an adequate culvert or other approved driveway entrance structure and the size and design of the culvert or driveway entrance structure shall be included on the construction plans. Culverts shall have a minimum diameter of 18 inches.
- g. Sidewalks
- Sidewalks shall be built or caused to be built through restrictive covenants within all road rights-of-way dedicated to the public. Subdivisions with all lots being at least one (1) acre in size shall be exempt from this requirement.
- 5.5 Private streets shall have the same specifications for construction and for right-of-way width as public streets.

5.6 Street Names

All public streets shall be named in conformance with the following requirements.

- a. The street names shall be new names and shall not be duplicates of any existing street names located within Fort Bend County. This does not pertain to extensions of existing streets.
 - b. Existing street names shall be used where a new street is a continuous extension of an existing street.
 - c. Street name prefixes such as North, South, East and West may be used to clarify the general location of the street, however, such prefixes shall be consistent with the existing and established street naming and address numbering system of the general area in which the street is located.
- 5.7 Alphabetical and numerical street names shall not be designated on any subdivision plat or development plan except where such street is a direct extension of an existing street with such a name.

5.8 Measurement Criteria of Block Lengths

Block lengths shall be measured along the face of a block (being the adjacent street right-of-way line) from street intersection to another street

intersection where such streets provide cross traffic circulation (not cul-de-sac streets). Where a loop street configuration is involved, the length of the interior block formed by the loop street is measured through the center of said block (along the back lot line) and between adjacent street right-of-way lines.

5.9 One-foot Reserves

In those instances where any public street is established by plat and where such public street forms either a stub street into adjacent acreage or where such public street lies along and parallel with the subdivision boundary and adjacent to acreage, a one-foot wide reserve shall be established within the street right-of-way to form a buffer strip, dedicated to the public, between the public street right-of-way and the adjacent unsubdivided acreage to prevent access to this public street from the adjacent unsubdivided acreage unless and until a plat of the adjacent property is duly recorded. The conditions associated with the establishment of a one-foot reserve on a plat are contained in the following notation which shall be placed upon the face of any plat where a one-foot reserve is to be established:

"One-foot reserve dedicated to the public in fee as a buffer separation between the side or end of streets where such streets abut adjacent acreage tracts, the condition of such dedication being that when the adjacent property is subdivided in a recorded plat, the one-foot reserve shall thereupon become vested in the public for street right-of-way purposes and the fee title thereto shall revert to and re-vest in the dedicator, his heirs, assigns, or successors."

5.10 Easements

a. Public Utility Easements

Public utility easements are those easements established within a subdivision which are designed to accommodate publicly owned or controlled utility facilities necessary to provide various types of utility services to the individual properties within the subdivision boundaries. Public utility easements may be used for and shall not be limited to facilities necessary to provide water, electrical power, natural gas, telephone, telegraph, storm sewer and sanitary sewer services.

1. Location

Public utility easements shall be provided along the rear of all lots designed for the development of residential dwelling units and in such other locations as determined to be necessary by the County Engineer and the individual utility companies involved. Public utility easements located along the outer boundaries of a plat shall contain the full width required for such easement except in those instances where the adjacent property is under the same ownership as the property being platted or where additional

easement width is dedicated by separate instrument by the owner of said adjacent tract. In such cases, one-half of the required easement width shall be dedicated within the plat boundary with the other half provided outside the plat boundary by separate instrument or through notation on the plat certifying the ownership and dedication of said easement.

2. Public utility easement widths, dead-ends

All backlot public utility easements established within any subdivision plat shall not be less than 16 feet in width. All side lot and front lot utility easements established within any subdivision plat shall not be less than 10 feet in width. Dead-end public utility easements shall not allowed.

b. Drainage Easements

All drainage easements shall be located, sized and dedicated to accommodate the runoff from a 100 year storm for the fully developed watershed upstream of the property. Lots shall not encroach on drainage easements.

c. Establishment of special use easements

The establishment of special use utility easements may be provided on a subdivision plat when such easement is for the purpose of accommodating a utility facility owned, operated and maintained by a unit of government and is restricted to either water mains, sanitary sewers, storm sewers or other drainage facilities and where it has been determined by the County Engineer that these facilities cannot or should not be accommodated within a general purpose public utility easement or public street right-of-way. Easements proposed to be established for any private utility company or private organization providing utility services and restricted for their exclusive use, shall not be shown on or established by a subdivision plat. Such private utility facilities may be accommodated and placed within the general purpose public utility easements, public streets and alleys established within the subdivision boundary. Private utility companies or the subdivider may grant and establish special or exclusive use easements by separate instrument if such arrangements are deemed necessary to properly serve the properties within the subdivision boundaries.

5.11 Building Setback Restrictions

These restrictions are designed and applied to assure that occupied buildings, particularly residential and commercial buildings where a concentration of people are involved, are located a sufficient distance away from the adjacent street to avoid damage to the structure and occupants by errant vehicles; to lessen or minimize the effect of noise and pollutants

generated by traffic on the occupants of adjacent buildings; to insure that the location of buildings do not create any traffic hazards by blocking or restricting lines of sight, particularly at intersections and along curves; to provide some additional open space in addition to the space within the street right-of-way for the free movement of police, firemen and others in emergency situations and when appropriate, sufficient yard space and open space separating building structures which may enhance the visual character and value of a particular development.

a. Major Thoroughfares

Properties adjacent to designated major thoroughfares shall have a front building setback from the adjacent major thoroughfare right-of-way of not less than 25 feet. When such lots side on a major thoroughfare, a side building setback of at least 20 feet shall be provided. In those instances where lots back on a major thoroughfare, a rear building setback of not less than 10 feet shall be provided.

b. Local Streets

1. Properties adjacent to local streets which are divided into lots restricted for the construction of residential dwellings suitable for individual ownership shall have a front building setback from the adjacent street right-of-way of not less than 25 feet. When such lots side on a local street, a side building setback of 10 feet shall be provided. When such lots back on a local street, a rear building setback of 10 feet shall be provided. When the average lot depth in the whole subdivision is 105 feet or less, the front building setback may be reduced to 20 feet.
2. A minimum distance of 10 feet shall be provided between sides of residential dwellings. This may be accomplished with a 5 foot side setback on each side of each lot, or with a 10 foot side setback on one side of each lot. If the 10 foot side setback is used, a 5 foot maintenance and drainage easement shall be provided adjacent to and along the property line within the 10 foot setback.
3. Properties adjacent to local streets which are planned to be developed for residential apartments with multiple dwelling units under a single ownership or management and where the principal entrances to such units front on the adjacent street, a front building setback restriction of 20 feet shall be provided. If, however, such units side or back on the adjacent street and have no entrances from such street, a side or rear building setback of 10 feet shall be provided.

4. All other properties not divided into lots or designed for the development of residential dwelling units which are adjacent to local streets shall have a 10 foot building setback restriction provided along all adjacent streets.

c. Building setback line off-sets and transitions

In those instances where the required building setback restriction line changes from one tract to another, a transitional building setback line shall be provided having a minimum angle of 45 degrees. Such transition shall take place on the lot or tract having the lesser building setback restriction requirement.

d. Pipeline and railroad rights-of-way

Where an underground pipeline carrying flammable products under pressure through or adjacent to the subdivision or where a railroad right-of-way runs through or adjacent to the subdivision, a 15 foot building setback restriction shall be provided adjacent to such pipeline easement or fee strip (or the center line of the pipeline facility if no easement is defined) or railroad right-of-way line.

5.12 Reserve Tracts

All reserve tracts shall be labeled and designated on the plat. Any restrictive covenants applicable to the reserves shall be set forth by separate instrument.

5.13 Lots - General Provisions

The purpose of this section is to provide general guidelines for the establishment of individual lots within subdivisions.

a. General lot design, arrangement and layout

The general lot design within any subdivision shall be based upon the concept that such lots are created and established as undivided tracts of land and that purchasers of such lots will be assured that these tracts of land meet the following basic criteria:

1. The lot shall be of sufficient size and shape to allow the construction of a residential dwelling unit which can meet the requirements of established building or construction codes, housing and public health codes, and ordinances and accepted family living standards.
2. The lot shall be of sufficient size and shape to accommodate easements for all public and private utility services and facilities that adequately serve any residential dwelling unit constructed thereon, as required herein.
3. The lot shall be of sufficient size and shape and shall be so located that direct

vehicular access is provided from a public street or through an approved permanent access easement.

4. Lots shall not encroach on drainage easements or roadways.

b. Lot Shapes

Lots should be designed, so far as possible, with side lot lines being at right angles or radial to any adjacent street right-of-way line.

c. Key or Flag Lots

Key or flag lots may be permitted under unusual circumstances, however, the narrowest part of such a lot, being the staff portion of the flag lot, shall not be less than 20 feet in width or have a length of more than 200 feet. Such lots shall also be restricted to prevent the construction of any building, structure, wall or fence within the staff portion of such lot and that the staff portion of such lot will be restricted for access to such lot only.

d. Double-front lots

Double-front lots will not be approved except in those instances where lots are restricted for residential use and back upon an adjacent designated major thoroughfare or where special circumstances would warrant a variance to this regulation.

e. Street access limitations

Rear and side vehicular driveway access from lots, restricted for the construction of residential dwelling units, to adjacent street designated as major thoroughfares, freeways, highways, or any other public street which carries a traffic volume where additional vehicular driveways would create a traffic hazard or impede the flow of traffic, will not be approved and such access restriction must be noted directly upon the plat and adjacent to the lots in question.

f. Lot and Block identification

All blocks established in any subdivision shall be designated by number with said numbers being consecutive within the whole subdivision plat. Lots established within said blocks shall also be numbered with said numbers being consecutive within the block.

g. Minimum Lot Sizes - Residential Use

1. Corner lots in blocks containing lots having an average width of less than 60 feet shall be 10 feet wider than the average interior lot within such block and where such corner lots are located at the intersection of local streets. Corner lots located at the intersection of a local street and a

designated major thoroughfare or at the intersection of two major thoroughfares and are contained in blocks where the average lot width within said block is less than 60 feet, such corner lots shall be 20 feet wider than the average interior lot within such block.

2. When lots are backing on a natural drainage way (bayou, creek, gully, etc.) or an open drainage facility, such lots shall have a depth sufficient to provide at least 70 feet from the drainage easement line to the front building setback line or front property line if no building setback restriction is required.
 3. When lots are backing on a designated major thoroughfare such lots shall have a depth at least 10 feet deeper than the average depth of lots within the interior of the subdivision having frontage on local streets.
 4. The minimum lot area for lots serviced by sanitary sewer shall not be less than 5000 square feet.
 5. The minimum lot area for lots not serviced by sanitary sewer shall be determined by the County Engineer after considering soil conditions, the water supply system and the type of septic system, and in no case shall be less than one acre in size, as outlined in the County septic system regulations.
- 5.14 All developments shall provide an adequate outfall for their storm waters. If a development cannot provide an adequate outfall, that development must detain their storm waters. The maximum allowable rate of discharge for a detention system shall be determined by the Fort Bend County Drainage District. A per acre contribution to a watershed development fund may be allowed in lieu of a detention system if a drainage improvements project is planned or in the process of being developed for the watershed as determined by commissioners court based on increased runoff and costs for improvement to provide capacity.

SECTION 6

PLANNED DEVELOPMENT CRITERIA

- 6.1 To establish a Planned Development, the subdivider must submit to the Fort Bend County Engineer the General Plan of the proposed Planned Development, as defined in Section 1, for review and approval. Then with the filing of each plat within the Planned Development General Plan, a revised General Plan must be resubmitted to verify continued conformance under the definition of Planned Development and other minimum requirements as set forth under Sections 6.2 and 6.3 of this Manual.
- 6.2 Overall Densities

Planned Developments shall have a maximum average density of 5.5 lots per acre, and no lot shall be less than 4000 square feet for any one proposed residential

land use involving single family detached housing. The amount of acreage within a Planned Development devoted to uses having a density exceeding 5.5 lots per acre, cannot exceed 25% of the total acreage within the Planned Development. The lot density per acre is defined as the number of lots per platted acre, net of any commercial reserves and drainage easements. The average lot size in a Planned Development shall exceed 5000 square feet. Lots having an area of less than 5000 square feet shall be restricted to the construction of permanent, single family type housing which may incorporate specially designed drainage facilities.

6.3 Planned Development Eligibility

a. General

For a tract of land to be considered a Planned Development, it must qualify under Section 1, definition of "Planned Development" and Sections 6.2 and 6.3 of Planned Development Criteria.

b. Specific

A tract of land shall be determined eligible provided it is a minimum of 500 acres, contiguous, under ownership of one entity, and meets overall densities as described in Section 6.2. Contiguous shall be deemed to include tracts of land which may be severed by a freeway, major highway, river or other feature or any combination of the above.

SECTION 7

ROAD ACCEPTANCE

- 7.1 The road(s) must be at least one (1) year old and 60% of the lots must have been developed. A complete system of traffic control signage must be in place and must conform to the road construction plans approved by the Engineering Department.
- 7.2 Requests for acceptance will be directed to the respective Fort Bend County Commissioner by the developer or by the lot owners.
- 7.3 The County Commissioner will then perform an inspection and request the County Engineer to perform an inspection and the County Engineer will develop a composite list of deficiencies.
- 7.4 The inspection shall document the existing conditions of roads, streets and driveway entrance structures. Conditions that will be noted on this report will consist of and not be limited to:
 - a. Curb and Gutter roads: pavement cracks, pavement settlement, birdbaths, lack of joint sealing, spalling joints, other pavement irregularities, cracked curbing, missing curbs, dirt, trash or other debris in right-of-way, broken, cracked, sunken, or debris filled storm sewer inlets, broken driveways or sidewalks.
 - b. Open Ditch roads: depth, width and type of base material and of any black top material; crown

width, shape of road cross section; ditches holding water, undersized driveway entrance culverts and other adverse drainage conditions.

- 7.5 After the deficiencies are corrected, a request for acceptance will be directed to the respective County Commissioner by the developer.
- 7.6 When the Commissioner agrees to accept the road(s) into the Fort Bend County Road Maintenance System, the Commissioners Court will then consider accepting said road(s) into the Road Maintenance system.
- 7.7 Only maintenance on the roadway and on any road ditches will be accepted. No maintenance or liability will be accepted on any underground utilities.
- 7.8 The road bond will be released when the roads are accepted.

APPENDIX A

OWNER'S ACKNOWLEDGEMENT

EXAMPLE FORM

STATE OF TEXAS

COUNTY OF FORT BEND

I (or we), (name(s) of owner(s) if individual(s) or (name of president and secretary or authorized trust officer of a company or corporation) being officers of (name of company or corporation), owner (or owners) of the (number of acres) tract described in the above and foregoing map of (name of subdivision or development), do hereby make and establish said subdivision and development plat of said property according to all lines, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind myself (or ourselves), my (or our) heirs and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, I (or we) do hereby dedicate for public utility purposes an unobstructed aerial easement five (5) feet in width from a plane twenty (20) feet above the ground level upward, located adjacent to all public utility easements shown hereon.

FURTHER, I (or we) do hereby declare that all parcels of land designated as lots on this plat are intended for the construction of single family residential dwelling units thereon (or the placement of mobile homes) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, I (or we) do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

ADDITIONAL PARAGRAPHS TO BE ADDED AS NEEDED:

(When streets within the plat are to be developed with open ditches)

FURTHER, I (or we) do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1 3/4) square feet (18" diameter).

(When subdivision contains natural drainage ways such as bayous, creeks, gullies, ravines, draws or drainage ditches)

FURTHER, I (or we) do hereby dedicate to the public a strip of land twenty (20) feet wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, and drainage ditches located in said subdivision, as easements for drainage purposes. Fort Bend County or any other governmental agency shall have the right to enter upon said easement at any and all times for the purposes of construction and maintenance of drainage facilities and structures.

FURTHER, I (or we) do hereby covenant and agree that all of the property within the boundaries of this subdivision and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, excessive vegetation and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

(When plat indicates building setback lines and public utility easements are to be established in adjacent acreage owned by the subdivider)

FURTHER, I (or we) do hereby certify that I am (or we are) the owner(s) of all property immediately adjacent to the boundaries of the above and foregoing subdivision of (Name of subdivision) where building setback lines or public utility easements are to be established outside the boundaries of the above and foregoing subdivision and do hereby make and establish all building setback lines and dedicate to the use of the public, all public utility easements shown in said adjacent acreage.

APPENDIX B

EXECUTION OF OWNER'S ACKNOWLEDGEMENT

EXAMPLE FORM

(When owner is an individual or individuals)

WITNESS my (or our) hand in the City of
 _____, Texas, this (number) day of (month),
(year).

(signature of owner or owners)
 (Names to be printed)

(When owner is a company or corporation)

IN TESTIMONY WHEREOF, the (name of company) has caused these presents to be signed by (name of president or vice-president), its President (Vice-President), thereunto authorized, attested by its Secretary (or authorized trust officer), (name of secretary or authorized trust officer), and its common seal hereunto affixed this (number) day of (month), (year).

 ((Name of company)

By: (signature or president)
 President

Attest: (signature of secretary or
 authorized trust officer)
 Title

(affix corporate seal)

Note: All owners' signatures shall be acknowledged by a Notary Public.

APPENDIX C

LIENHOLDER'S ACKNOWLEDGEMENT AND SUBORDINATION STATEMENT

Note: Holders of all liens against the property being platted must be a part of the final plat or prepare separate instruments which shall be filed for record with the plat.

EXAMPLE FORM

I (or we), (name of mortgagee or names of mortgagees), owner and holder (or owners and holders) of a lien (or liens) against the property described in the plat known as (name of plat), said lien (or liens) being evidenced by instrument of record in Volume _____, Page _____, of the Official Records (or Deed of Trust Records) of Fort Bend County, Texas, do hereby in all things subordinate to said plat said lien (liens) and I (or we) hereby confirm that I am (or we are) the present owner (or owners) of said lien (or liens) and have not assigned the same nor any part thereof.

By: (Signature of Lienholder)
(name to be printed)

Note: All lienholders signatures shall be acknowledged by a Notary Public.

APPENDIX D

NOTARY PUBLIC ACKNOWLEDGEMENT FOR ALL SIGNATURES

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared (names of persons signing the plat, owners, corporation officers and lienholders), (corporation titles if appropriate), known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purposes and considerations therein expressed (add for corporations "and in the capacity therein and herein set out, and as the act and deed of said corporation.")

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS (number) day of (month), (year).

(signature of notary public)

Notary Public in and for
(name of county) County, Texas

(affix Notary Seal)

00451

APPENDIX E

CERTIFICATE FOR SURVEYOR

I, (name of surveyor), am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct, was prepared from an actual survey of the property made under my supervision on the ground and that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent ferrous metal) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet.

(signature of surveyor)
(Print name)

Texas Registration No.

(Affix Seal)

APPENDIX F

CERTIFICATE OF FORT BEND COUNTY ENGINEER
AND COMMISSIONERS COURT

I, _____, FORT BEND COUNTY
ENGINEER, DO HEREBY CERTIFY THAT THE PLAT OF THIS
SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND
REGULATIONS OF THIS OFFICE AS ADOPTED BY THE FORT BEND
COUNTY COMMISSIONERS COURT. HOWEVER, NO CERTIFICATION IS
HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS
SUBDIVISION ON THE INTERCEPTING DRAINAGE ARTERY OR PARENT
STREAM OR ON ANY OTHER AREA OR SUBDIVISION WITHIN THE
WATERSHED.

FORT BEND COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY,
TEXAS, THIS _____ DAY OF _____, 19____.

PRECINCT 1, COUNTY COMMISSIONER

PRECINCT 2, COUNTY COMMISSIONER

PRECINCT 3, COUNTY COMMISSIONER

PRECINCT 4, COUNTY COMMISSIONER

COUNTY JUDGE

00453

APPENDIX G

COUNTY CLERK'S FILING ACKNOWLEDGEMENT STATEMENT

I, _____, COUNTY CLERK IN AND FOR FORT BEND COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON _____, 19____, AT _____ O'CLOCK ____m. IN SLIDE NUMBER (S) _____ OF THE PLAT RECORDS OF SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS. THE DAY AND DATE LAST ABOVE WRITTEN.

COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY: _____
DEPUTY

APPENDIX H

ENGINEER'S AFFIDAVIT

I, _____, A Professional Engineer registered in the State of Texas do hereby certify that this plat meets all requirements of Fort Bend County.

(signature and title)

(seal)

APPENDIX I

ENGINEER'S AFFIDAVIT OF CONSTRUCTION COMPLIANCE

I, _____, a Professional Engineer registered in the State of Texas do hereby certify that (project name) was completed on (date).

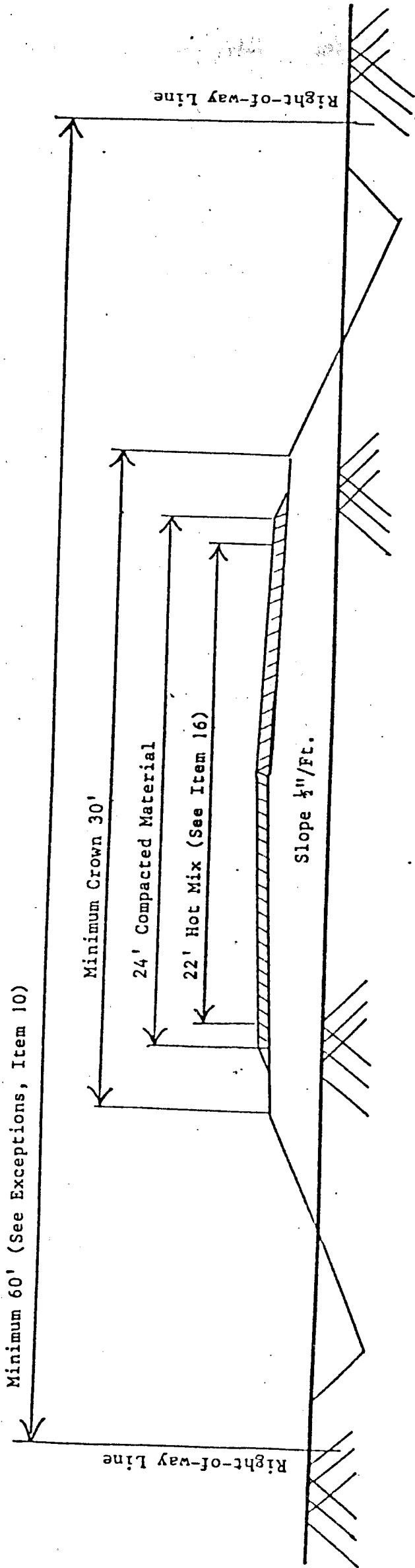
This project was under continual inspection during construction and was constructed in accordance with and includes all items in the plans and specifications as approved by Fort Bend County and complies with all Fort Bend County requirements.

(signature and title)

(seal)

MINIMUM SPECIFICATIONS FOR SUBDIVISION

ROADS & STREETS IN FORT BEND COUNTY



Notes: Surfacing material may be any approved material. Description: Any aggregate or combination of aggregates that are to be used as base courses or by themselves on any road in Fort Bend County shall meet the requirements as set forth in this specification. Scope: Any material that is intended for use on any subdivision road shall have an analysis made and written specifications which meets one of the material specifications found in the 1982 Edition of the Texas Highway Department "Standard Specifications for Road and Bridge Construction", submitted to the County Engineer and respective Precinct Commissioner in whose precinct the material is to be used for approval before it can be used on a County Road. Approximately 9" of loose base material is required for 6" of compacted base. Base may be weather & traffic compacted. Ditches to be excavated to neat lines and grades. Outfall ditches to be provided where required to adequately drain roadway & road ditches. Suitable and adequate drainage structures must be provided under road where required. One and one half (1½) inches of hot mixed hot laid Asphaltic concrete twenty-two (22) feet wide on a twenty-four (24) foot wide flexible base of six (6) inches of compacted approved material.

0023

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 18 day of November, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Hall Geophysical dated November 11, 1985, permit no. 80713 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 Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 82, 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 Sutton, seconded by Commissioner Pressley, 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 regulation order thereof.

BY Stanley J. Kershner
 COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Koster
 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.

mailed 11/19/85

Get Original	Line	Get Bond in Force	Package	WSC	00457
Bond No.	Penalty	Special Fee	ERC		
		Agent's Name	GRC		
		Correspondence	ICN		
		Check Attached			

DO NOT FILL IN THE ABOVE AS THIS SPACE IS FOR OUR OFFICE USE ONLY

LICENSE AND PERMIT BOND

(For County, City, Town or Village Only)

KNOW ALL MEN BY THESE PRESENTS:

BOND No. L & P- 40356310

That we, Hall Geophysical Company

of the City of Houston State of Texas, as Principal,
and the WESTERN SURETY COMPANY, a Corporation duly licensed to do business in the
State of Western Surety Company as Surety, are held and firmly bound unto the
County of Fort Bend State of Texas Oblige, in the penal
(Valid only when a County, City, Town or Village is named as Oblige)

sum of Two Thousand and 00/100 (\$2,000.00) DOLLARS,
(NOT VALID IF FILLED IN FOR MORE THAN \$25,000.00)

lawful money of the United States, to be paid to the said Oblige, for which payment well and truly
to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal
has been licensed for crossing roads and ditches

by the said Oblige.
NOW THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply
with the laws and ordinances, including all Amendments thereto, appertaining to the license or permit
applied for, then this obligation to be void, otherwise to remain in full force and effect for a period
commencing on the 12th day of November, 1985, and ending on the
12th day of November, 1986, unless renewed by continuation certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the clerk
of the Political Subdivision with whom this bond is filed and to the Principal, addressed to them at
the Political Subdivision named herein, and at the expiration of thirty-five (35) days from the mailing
of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from
any liability for any acts or omissions of the Principal subsequent to said date.

Dated this _____ day of _____, 19____

Principal

Countersigned

By

James A. Longford
Resident Agent

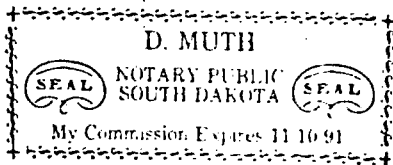
Principal
WESTERN SURETY COMPANY
By Joe P. Kirby
President

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

On this _____ day of _____, 19____, before me, the undersigned officer,
personally appeared Joe P. Kirby, who acknowledged himself to be the aforesaid officer of the
WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do,
executed the foregoing instrument for the purpose therein contained, by signing the name of the corpor-
ation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



D. Muth
Notary Public, South Dakota

00458

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. 4

PERMIT NO. 80713

Formal notice is hereby given that Hall Geophysical, proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or 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	Length of	Type of Construction				
			Nearest Intersection	Crossing	Bored	Jacked	Driven
Duvall Ditch	South of Hwy 36	10'					
Rail RD Ditch	1000' W of Jct of Long Lane & Hwy 36	20'					
Long lane	3000' N of Jct of Hwy 36	20'					
Roper RD	500' W of Jct of Long Lane	20'					
Kibler	300' E of Jct of Long Lane	20'					

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	To	Distance
	Nearest Intersection		

General Description

Lay seismic cables across above named ditches and roads. Said cables will not be left unattended. And will be removed each day. Work should not take more than one day per crossing.

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, Under, or Across 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 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.

Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: Hall Geophysical

AGENT and/or OWNER

(accessible 24 hrs/day, 7 days/week)

Wanda Williams
(Signature)

NAME & TITLE Wanda Williams
Permit Agent
(Please Print)

DATE: Nov. 11-85

ADDRESS 10590 Westoffice DR. Suite 100
(Street/P.O. Box)

Houston, Texas 77042

City State Zip

TELEPHONE NO: 713-266-4455

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to allocate \$600.00 in rental line item for 1986 Indigent Care budget.

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to allow the District Attorney one additional attorney and one secretary for the Civil Division totaling \$50,000 plus benefits.

Consider setting public hearing date on 1986 tax rate:

Postponed

20. DISCUSS PROGRESS OF COUNTY MAP:

Commissioner Denham discussed the progress of developing a County Map. A presentation by Key Map, Inc. will be before Commissioners' Court November 25 concerning the County map.

RECESS:

Commissioners' Court recessed at 12:30 p.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

21. MEET IN CLOSED SESSION TO DISCUSS LITIGATION AND LAND MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (E) & (F), V.T.C.S.:

Met in Closed Session.

22. TAKE ACTION ON ANY ITEMS DISCUSSED IN CLOSED SESSION:

No action taken.

23. 1:30 P.M.- OPEN BIDS FOR THE FOLLOWING ITEMS: (1) CLEANING SUPPLIES & PAPER PRODUCTS (2) WEED & BRUSH CONTROL MATERIALS (3) FURNITURE FOR GEORGE MEMORIAL LIBRARY:

Open bids for cleaning supplies & paper products:

The following bids were presented to Commissioners' Court for review;

- A) Premium Supplies Co., Inc.
- B) Certified Lab
- C) Standard Lab
- D) Moore Paper Co.
- E) Gulf Coast Paper
- F) Puritan/Churchill Chemical
- G) Supply Line
- H) Brawner Paper Co., Inc.
- I) Elmer Brady Assoc.
- J) Rosenberg Janitorial Supply
- K) Moore Wholesale

CO460

BID ITEM: CLEANING SUPPLIES AND PAPER PRODUCTS

BID NUMBER: 85-60

VENDORS NOTIFIED BY LETTER

<u>COMPANY</u>	<u>SIGNATURE</u>	<u>BID PRICE</u>
AZTRON CHEMICAL	<i>Michael H. P. [Signature]</i>	
BARCO		
BRADY ASSOCIATES	MAILED 11/4/85	
BRAWNER PAPER CO., INC.	X <i>Carl H. Burman 11/5/85</i>	
CHAMPION MANUFACTURER SUPPLY		
CHEMTEX SALES		
CLARK ASSOCIATES		
CLEVELAND COTTON PRODUCTS		
DAVIS MANUFACTURING		
CERTIFIED LABORATORIES	MAILED 11/4/85	
FULLER'S SPRAY CLEAN		
GULF COAST PAPER CO.	X <i>Raymond R. Burr</i>	
HUNTINGTON LABORATORIES		
INDUSTRIAL CHEMICAL CLEANER		
JOAL MANUFACTURING		
KERNITE		
KEY	MAILED 11/4/85	
KEY INTERNATIONAL		
MALTER INTERNATIONAL		
MANTEK		
MID-CONTINENT LAB.		
MOORE PAPER CO.	X <i>Paul Siffert</i>	
PREMIUM SUPPLY CO., INC.	MAILED 11/4/85	
PURITAN/CHURCHILL CHEMICAL	<i>Paul Casam</i>	
PYA/MONARCH		
ROSENBERG JANITORIAL SUPPLY	X <i>Lillian Dore</i>	
SOUTHWESTERN DIVISION		
STANDARD LABORATORIES	X <i>Tom Rigg</i>	
STATE CHEMICAL MANUFACTURING		
SUPPLY LINE	X <i>[Signature]</i>	
THRIFT PRODUCTS		
UNITED LABORATORIES	X <i>[Signature]</i>	

BID ITEM: CLEANING SUPPLIES AND PAPER PRODUCTS

BID NUMBER: 85-60

VENDORS NOTIFIED BY LETTER

<u>COMPANY</u>	<u>SIGNATURE</u>	<u>BID PRICE</u>
W.D. SIMMS JANITORIAL SUPPLIES	_____	_____
WOMACK BROKERAGE CO.	_____	_____
WOODCHEM SANITARY MAINT.	_____	_____
ZEP MANUFACTURING	_____	_____
MORSE WHOLESALE	X <u>Frank Allyn</u>	_____
M&M SUPPLY	X <u>[Signature]</u>	_____

0023

Open bids for weed & brush control materials:

The following bids were presented to Commissioners' Court for review;

- A) Malter International
- B) Tide Products
- C) El Campo Spraying Service
- D) SouthCoast Enterprises
- E) Public Health Equipment & Supply
- F) Van Water & Rogers

Open bids for furniture for George Memorial Library:

The following bids were presented to Commissioners' Court for review;

- | | |
|------------------------------------|------------------|
| A) The Woden Company | F) Brodart Co. |
| B) Citco | G) Buckstaff |
| C) Office Furniture Inc. | H) McCoy, Inc. |
| D) Architectural Interior Services | I) Evans-Monical |
| E) Danish Library Design | |

24. 1:30 P.M.-OPEN PROPOSALS FOR THE FOLLOWING SERVICES: A STUDY ON CASUALTY/PROPERTY INSURANCE RELATING TO SELF INSURANCE FOR FORT BEND COUNTY:

The following proposals were presented to Commissioners' Court for review.

- A) Don Cook Insurance Agency
- B) Peat, Marwick & Mitchell
- C) Sir Insurance Agency
- D) James P. Hancock - The Rick Co.

25. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills as presented by County Auditor.

26. ADJOURNMENT:

Commissioners' Court adjourned at 4:00 p.m. Monday, November 18, 1985.

BID ITEM: WEED AND BRUSH CONTROL MATERIALS

BID NUMBER: 85-61

VENDORS NOTIFIED BY LETTER

COMPANY

SIGNATURE

ACME CLEANING EQUIPMENT INC

ANDERSON AGRI-CHEM

ARROW INTERNATIONAL

BRODI CORP.

CAGMAX CO.

CHEM SPRAY INC.

CHEMAX CORP.

DYNATEC

EL CAMPO SPRAYING SERVICE

GATOR CHEMICAL AND ASPHALT

INDUSTRIAL CHEMICAL CLEANER

MALTER INTERNATIONAL

OXFORD CHEMICALS

PUBLIC HEALTH EQUIPMENT

REDWOOD CHEMICALS

SHARE CORP.

SIMON J. BERG CO.

SOUTH COAST ENTERPRISES

STATE CHEMICAL

STATE CHEMICAL MANUFACTURING

TIDE PRODUCTS

UNITED LABORATORIES

USS AGRICHEM

VAN WATERS AND ROGERS

B&G COMPANY

MAILED 11/4/85

MAILED 11/4/85

R. E. Nelson

MAILED 11/5/85

** R. L. Fowlkes*

** Paul G. Price*

MAILED 11-12-85

00464
BID ITEM: WEED AND BRUSH CONTROL MATERIALS

BID NUMBER: 85-61

VENDORS NOTIFIED BY LETTER

<u>COMPANY</u>	<u>SIGNATURE</u>	<u>BID PRICE</u>
AZTRON CHEMICAL		
BARCO		
BRADY ASSOCIATES		
BRAWNER PAPER CO., INC.		
CHAMPION MANUFACTURER SUPPLY		
CHEMTEX SALES		
CLARK ASSOCIATES		
CLEVELAND COTTON PRODUCTS		
DAVIS MANUFACTURING		
CERTIFIED LABORATORIES	MAILED 11/4/85	
FULLER'S SPRAY CLEAN		
GULF COAST PAPER CO.		
HUNTINGTON LABORATORIES		
INDUSTRIAL CHEMICAL CLEANER		
JOAL MANUFACTURING		
KERNITE		
KEY	MAILED 11/4/85	
KEY INTERNATIONAL		
MALTER INTERNATIONAL		
MANTEK		
MID-CONTINENT LAB.		
MOORE PAPER CO.		
PREMIUM SUPPLY CO., INC.		
PURITAN/CHURCHILL CHEMICAL	Paul Casar	
PYA/MONARCH		
ROSENBERG JANITORIAL SUPPLY		
SOUTHWESTERN DIVISION		
STANDARD LABORATORIES		
STATE CHEMICAL MANUFACTURING		
SUPPLY LINE	X [Signature]	
THRIFT PRODUCTS		
UNITED LABORATORIES		

BID ITEM: WEED AND BRUSH CONTROL MATERIALS

00465

BID NUMBER: 85-61

VENDORS NOTIFIED BY LETTER

<u>COMPANY</u>	<u>SIGNATURE</u>	<u>BID PRICE</u>
W.D. SIMMS JANITORIAL SUPPLIES	_____	_____
WOMACK BROKERAGE CO.	_____	_____
WOODCHEM SANITARY MAINT.	_____	_____
ZEP MANUFACTURING	_____	_____

~~BID~~ ITEM: FURNITURE FOR GEORGE MEMORIAL LIBRARY

BID NO: 85-68

30466

VENDORS NOTIFIED BY LETTER

<u>COMPANY</u>	<u>SIGNATURE</u>	<u>BID PRICE</u>
ADVANCED OFFICE SYSTEMS 10692 HADDINGTON DR. HOUSTON, TX 77043 ATTN: TOM MALOY		
ARCHITECTURAL INTERIOR SERVICES 7021 PORTWEST DRIVE HOUSTON, TX 77024		
BUCKSTAFF 1181 EMPIRE CENTRAL DALLAS, TX 75247 ATTN: MR. GREG MADISON		
BUSINESS & INSTITUTIONAL INTERIORS LIBRARY BUREAU 9219 KATY FREEWAY SUITE 130 HOUSTON, TX 77024		
EVANS-MONICAL 2750 KIRBY DRIVE HOUSTON, TX 77098 ATTN: MR. DAVID EVANS		
JIM KELLER CO. 6550 LONG POINT SUITE 206 HOUSTON, TX 77055		
MCCOY, INC. 611 WEST 38TH ST., HOUSTON, TX 77018 ATTN: MR. BLAKE BLAZEK		
MCDOLE & DUSEK SALES INC P.O. BOX 2979 WINCHESTER, VIRGINIA 22601 ATTN: MS. BARBARA ROBERTSON		
OFFICE FURNITURE, INC. 1285 NORTH POST OAK RD SUITE 10C HOUSTON, TX 77055 ATTN: MR. BILL CLARK		
TALON SALES, INC. 2741 SATSUMA, #103 DALLAS, TX 75229 ATTN: MR. TOM DIETRICH		

00467

COMPANY

SIGNATURE

BID PRICE

R. J. SHEPARD & ASSOCIATES
19411 ENCHANTED OAKS DRIVE
SPRING, TX 77373

WILSON BUSINESS PRODUCTS
P.O. BOX 4285
HOUSTON, TX 77210
ATTN: MR. HENRY ELLER

CANGELOSI COMPANY
1560 INDUSTRIAL DRIVE
MISSOURI CITY, TX 77489
ATTN: VIC CANGELOSI

* Designer's Library
Intercollegiate Center
7026 KATHY ROAD
Houston TX 77024
(713) - 869-5151
ATTN: TOM HALL

Tom Hall

STZ OFFICE PROD.
SUGARLAND, TX

Debra Mays

School Equip Co.
5650 Kirby Dr.
Houston, TX 77005

M. Paul Fern

The Millworks
1708 7th Street
Rosenberg Tx. 77471

Scott Holter

00468

COMPETITIVE PROPOSAL ITEM: STUDY ON CASUALTY/PROPERTY INSURANCE RELATING TO SELF INSURANCE

RFP NUMBER: 85-69

VENDORS NOTIFIED BY LETTER

<u>COMPANY</u>	<u>YES</u>	<u>SUBMITTED</u>	<u>NO</u>
CHACHERE INSURANCE.	_____		_____
CHARLES MARIETTA INSURANCE.	_____		_____
COUNCIL/COVELL INSURANCE.	_____		_____
DON COOK INSURANCE.	_____		_____
LEO DANIELS INSURANCE.	_____		_____
MILTON C. GODWIN INSURANCE.	_____		_____
PRIORITY ONE BUSINESS INSURANCE.	_____		_____
REESE INSURANCE.	_____		_____
SELF INSURANCE RESOURCE	_____		_____
SUNDAY AND ASSOCIATES	_____		_____
TEXAS INSURANCE.	_____		_____
WESSENDORFF INSURANCE.	_____		_____
RISK COMPANY	_____		_____
_____	_____		_____
_____	_____		_____

00469

ADDENDUM TO AGENDA
OF MONDAY, NOVEMBER 18, 1985
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS

0029

The following item should be added to the Commissioners Court agenda of Monday, November 18th to be considered after 1:30 p.m.:

25 APPROVE BILLS.

FILED FOR RECORD
NOV 18 1985
Diane Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that the above notice was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Monday, November 18, 1985 at 9:05 a.m. by D. Landry

0023

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 18 day of November, 1985 at a Regular Session of the Commissioners Court with the following present:

County Judge

[Signature]

Commissioner, Precint 1

[Signature]

Commissioner, Precint 2

[Signature]

Commissioner, Precint 3

[Signature]

Commissioner, Precint 4

[Signature]

Now, therefore, be it resolved upon the motion of Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

*****APPROVED*****

Joyce Tompkins
County Auditor

Date: 11-13-85

Time Reconvened: _____

Time Adjourned or Recessed: 4:00 PM

BUDGET HEARINGS
1986
Thursday, September 5, 1985

<u>DEPT. #</u>	<u>DEPARTMENT NAME</u>	<u>1986 PROPOSED BUDGET</u>
01	County Judge	No changes
02	County Clerk	Changes
03	Tax Assessor/Collector	Changes
04	District Clerk	Changes
05	Auditor	Changes
06	County Treasurer	Changes
08	Building Maintenance	Changes
07	Personnel	No changes
09	Juvenile Detention	No changes
10	240th District Court	No changes
11	268th District Court	No changes
15	County Court-at-law	No changes
16	County Juvenile Board	No changes
35	Veterans Service	No changes
37	Animal Control	No changes
39	Bail Bond Board	Changes
32	Extension Service	Changes
36	Data Processing	Changes
27	Sheriff	No changes
33	Fairgrounds	Changes
41	Children's Protective Services	No changes
42	Capital Outlay	Changes
31	County Health Department	No changes
45	Miscellaneous Admin.	Changes

RECESS

Commissioners' Court recessed at 4:00 p.m. until Friday, September 5 at 8:30 a.m.

00472

FRIDAY, SEPTEMBER 6

RECONVENED

Commissioners' Court reconvened at 9:00 a.m.

<u>DEPT.#</u>	<u>DEPARTMENT NAME</u>	<u>1986 PROPOSED BUDGET</u>
23	Constable Precinct #1	No changes
24	Constable Precinct #2	No changes
25	Constable Precinct #3	Changes
26	Constable Precinct #4	Changes
20	Justice of Peace #2 Place 2	Changes
17	Adult Probation	Changes
19	Justice of Peace #1	Changes
52	Justice of Peace #2 Place 1	Changes
22	Justice of Peace #4	Changes
21	Justice of Peace #3	Changes
28	Vehicle Maintenance	Changes
30	Library	Changes

RECESS

Commissioners' Court recessed at 1:00 p.m. until 3:00 p.m.

RECONVENE:

Commissioners' Court reconvened at 3:00 p.m.

34	Ambulance	Changes
29	Indigent Care	Changes

RECESS:

Commissioners' Court recessed at 5:05 p.m. until Monday, September 9, at 3:00 p.m.

RECONVENE:

Commissioners' Court reconvened at 2:55 p.m. Monday, September 9, 1985.

12	District Attorney	Changes
40	Fire Marshall/Safety Director	Changes

RECESS

Commissioners' Court recessed at 4:50 p.m. until Thursday, September 12, at 9:00 a.m.

THURSDAY, SEPTEMBER 12, 1985

<u>DEPT.#</u>	<u>DEPARTMENT NAME</u>	<u>1986 PROPOSED BUDGET</u>
13	328th Family District Court	Changes
14	Child Support	Changes
53	Purchasing Agent	Changes
39	Bail Bond Board	Changes
43	Engineering	Changes
51	Drainage District	Changes

RECESS:

Commissioners' Court recessed at 12:00 p.m. until Tuesday, September 24 at 2:00 p.m.

TUESDAY, SEPTEMBER 24, 1985

1. Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting to abstain, it is ordered to advertise for bids for concrete apron for Precinct 3 building. Funds to come from Precinct 3 budget.
2. 2:00 P.M. - CONTINUATION OF BUDGET WORKSHOPS WITH DEPARTMENT HEADS:

<u>Dept.#</u>	<u>Name</u>
22	Justice of Peace Precinct #4
45	Building Maintenance
46	Emergency Management
38	Internal Operations
53	Purchasing Agent
34	Ambulance

RECESS:

Commissioners' Court recessed at 5:30 p.m. Tuesday, September 24, 1985.

SEPTEMBER 26, 1985

RECONVENE:

Commissioner Court reconvened at 1:30 p.m. Thursday, September 26, 1985.

1. CONTINUATION OF BUDGET WORKSHOP:

Commissioners' Court met to continue budget workshop.

ROAD & BRIDGE

Precinct #1	No changes
Precinct #2	No changes
Precinct #3	No changes
Precinct #4	Changes

EM/IR

Precinct #1	No changes
Precinct #2	No changes
Precinct #3	No changes
Precinct #4	No changes

JUVENILE PROBATION

Changes

ADJOURNMENT

Commissioners' Court adjourned Thursday, September 26, 1985 at 3:00 p.m.

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, NOVEMBER 25, 1985
9:00 O'CLOCK A.M.

00475

0023

1. Approve minutes of meeting of November 18, 1985.
2. Approve changes in depository pledge contracts.
3. Approve line item transfers in budgets.
4. Approve out-of-town travel requests for County personnel.
5. Sheriff Gus George, re: consider establishing a Criminal Justice Advisory Board.
6. Consider a proposal to be presented by Bob Abbott of Key Map, Inc.
7. Mr. Charles Slone, re: proposed Order to sell 4.818 acres of highway right-of-way in Alex Phillips Survey, Abstract 300, Fort Bend County.
8. Reject all bids on voter registration certificates.
9. Amend Election Expenses Fund in the amount of \$1,850.
10. Accept statement from Purchasing Agent as to existence of only one source for library sign letters and enter into minutes.
11. Review fee officers' monthly reports.
12. Consider approval of invoice #26 in the amount of \$11,412.25 to Ronald Wedemeyer & Assoc., and pay application #19 in the amount of \$195,779 to Warrior Constructors for new library project.
13. Mr. Chuck Miller, Data Processing Manager, re: request to advertise for bids on Data Processing equipment. (uninterrupted power supply).
14. 10:00 a.m. - Hold public hearing on raising the speed limit on Florence Road in Precinct 3.
15. Consider acceptance of the following easements: Carter Groves, Kenneth Smerek, John & Elfride Mader & Randy & Belinda Macik.
16. Consider approval of a resolution approving issuance by Fort Bend County Industrial Development Corp. of an issue of Industrial Development Revenue Bonds (J. Donald Hull dba Hull Airport project) Servies 1985; and approving the resolution of the issuer authorizing the bonds, the issuance of the bonds authorized thereby and the plan of financing approved thereby and the bond documents.
17. Consider approval of a resolution approving agreement by Fort Bend County Health Facilities Development Corp. to issue bonds to finance a health facility for Cambridge International or affiliates dba Orchard Creek Recovery Center.
18. Consider application from Southwestern Bell Telephone to lay cable crossing Band Rd. in Precinct 1.
19. Consider application from Entex Inc. to lay gas lines crossing Fairchilds Creek in Precinct 2.
20. Accept additional streets in Settlers Grove, Section 1, into the County Road Maintenance System in Precinct 4.
21. Rebudget Precinct 4's 1984 ending balance into F.M.L.R.
22. Approve bond & oath for Precinct 4 Reserve Deputy ^{Constable} John Warren Pickering.
23. Mr. Chris DiStefano, Architect, re: discuss & consider award of bid to General Contractor on Precinct 1 building.
24. Rebudget Precinct 1's 1984 ending balance.
25. Consider rejecting all bids on the upgrading of Sheriff's Dept.'s radio system and readvertise for bids.

AGENDA - PAGE TWO
 FORT BEND COUNTY COMMISSIONERS COURT
 NOVEMBER 25, 1985

26. Adopt 1986 budgets and elected officials' salary schedule; set tax rate; set date for public hearing on tax rate.
27. Meet in Closed Session to discuss litigation, land & personnel matters as authorized by Article 6252-17, Section 2 (e), (f) & (g), V.T.C.S.
28. Take action on any items discussed in Closed Session.
29. 1:30 p.m. - Open bids for Pest Control Services (bid #85-62).
30. 1:30 p.m. - Accept partial replat of Pecan Grove Plantation, Section 8 in Precinct 4.
31. 1:45 p.m. - Drainage District Board will convene. (Separate agenda files and posted.)
32. Adjournment.

FILED FOR RECORD

NOV 21 1985 2:55 PM

Deanne Wilson
 County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
 Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Court-house and glass panels, Courthouse Annex, Richmond, Texas on Thursday, November 21, 1985 at 3:05 p.m. by D. J. Andry.

REGULAR SESSION

BE IT REMEMBERED That on this 25TH day of NOVEMBER, 1985 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

Jodie Stavinoha	County Judge
Johnnie Pustka	Commissioner Precinct 1
Ben Denham	Commissioner Precinct 2
Alton Pressley	Commissioner Precinct 3
Bob Lutts	Commissioner Precinct 4

When the following were had and the following orders were passed to wit:

A letter from Texas Justice Court Training Center was read in court concerning Judge Jim Adolphus having completed a twenty hour course in the duties of the office of Justice of Peace.

1. APPROVE MINUTES OF MEETING OF NOVEMBER 18, 1985:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve minutes of meeting of November 18, 1985 with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve line item transfers in budget for the following departments: (Recorded in minutes in full)

County Court at Law
Justice of Peace, Precinct #4
County Judge
Building Maintenance
Animal Control
Constable Precinct #1
County Treasurer
Veterans Service
Road & Bridge Precinct #4
County Clerk

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve out-of-town travel request for the following departments: (Recorded in minutes in full)

Veterans Service
Animal Control
Extension Service
County Clerk

00478

letter

TEXAS JUSTICE COURT TRAINING CENTER

SOUTHWEST TEXAS STATE UNIVERSITY
San Marcos, Texas 78666
(512) 245-2349

November 20, 1985

Hon. Jodie E. Stavinoha
Fort Bend County
Courthouse
Richmond, Texas 77469

Dear Judge Stavinoha:

During the week of November 12-15, 1985, Judge Jim Adolphus successfully completed a twenty hour course in the duties of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes and Supreme Court order effective September 1, 1985 requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the duties of the Justice of the Peace office and to also complete a twenty hour course each year thereafter. This article affects all justices who took office since August 30, 1963. This training program is provided at virtually no cost to the county through a grant from the Texas Supreme Court.

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 almost ninety 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,



Scott C. Smith
Executive Director

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

On this the _____ day of _____, at a _____
Session of the Commissioners' Court the following members being present;

Jodie Stavinoha----- COUNTY JUDGE
Johnnie Pustka----- COMMISSIONER PRECINCT # 1
Ben Denham----- COMMISSIONER PRECINCT # 2
Alton Pressley----- COMMISSIONER PRECINCT # 3
Bob Lutts----- COMMISSIONER PRECINCT # 4
Diane Wilson----- COUNTY CLERK

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on _____, the Court heard and
approved a budget for the year _____ for Fort Bend County; and

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

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:

Precinct #4	DEPT.	FROM	TO	INCREASE (DECREASE)
	Road Material (08 04 0050 5031)	\$628,690.00	\$625,690.00	(\$3,000.00)
	Rentals (08 04 0050 3020)	13,000.00	\$ 16,000.00	3,000.00

DATE: November 25, 1985

DEPT. HEAD Bob Lutts

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOKA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. # 2

JOHNNIE PUSTKA, COMMISSIONER PCT.#1

ALTON PRESSLEY, COMMISSIONER PCT # 3

BOB LUTTS, COMMISSIONER PCT. # 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>County Court of Law</u>	DEPT.	FROM	TO	INCREASE (DECREASE)
Fees + Services		43,115	42,415	(700)
Property + Equipment		620	1320	+700

DATE: 11-22-85

DEPARTMENT HEAD: Thomas R. Culver

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>Veterans Service DEPT.</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
<u>Transportation/Travel</u>	<u>1400.00</u>	<u>1280.00</u>	<u>(120.00)</u>
<u>Confrence/Seminars</u>	<u>325.00</u>	<u>445.00</u>	<u>120.00</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 11-21-85

DEPARTMENT HEAD: [Signature]

THE COUNTY OF FORT BEND

BY: [Signature]
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

County Treasurer	DEPT.	FROM	TO	INCREASE (DECREASE)
105000060200	Salaries	4901.08	4816.38	(84.70)
105000060701	Conference	2950.00	3034.70	84.70

DATE: 11/19/85

DEPARTMENT HEAD: Valery Nyrson

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
Johnnie Pustka	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4
Dianne Wilson	-	County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>Constable Pct. #1</u>	<u>DEPT.</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
1050-0023-1010	Property & Equip.	951.25	2,051.25	1,100.00
1050-0023-1062	Office Supplies	647.90	47.90	<600.00>
1060-0023-4010	Fees & Services	-0-	121.95	121.95
1060-0023-7006	Tires/Tubers	1,020.15	399.20	<621.95>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

DATE: 11-20-85

DEPARTMENT HEAD: H. H. H. H. H.

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____
 Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

DEPT.	FROM	TO	INCREASE (DECREASE)
4016 Kennel Supplies	4,000.00	5,500.00	1,500.00
2000 Utilities	15,000.00	13,000.00	(2,000.00)
4010 FEES + SERVICE	2,500.00	3,000.00	500.00

DATE: 11-15-85

DEPARTMENT HEAD: Cindi Reavis

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
 Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____
 Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

DEPT.	FROM	TO	INCREASE (DECREASE)
<i>Build. Maint. 7010</i>	<i>5,800.00</i>	<i>5,300.00</i>	<i>(\$500.00)</i>
<i>Property & Equipment 7012</i>	<i>3,500.00</i>	<i>4,500.00</i>	<i>1,000.00</i>
<i>Ref. & Maint. notes Equip 7019</i>	<i>2,300.00</i>	<i>1,800.00</i>	<i>(\$500.00)</i>

DATE: 11-25-85

DEPARTMENT HEAD: *George Brown*

THE COUNTY OF FORT BEND

BY: *J. Stavinoha*
 Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 25th day of November, 1985, at a Regular Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

0001	DEPT.	FROM	TO	INCREASE (DECREASE)
Property & Equip.	1010	75.53	862.25	786.72
Rentals	3020	576.20	116.20	(460.00)
Office Supplies	1062	825.65	498.93	(326.72)

DATE: 11-25-85
DEPARTMENT HEAD: Jodie E. Stavinoha

THE COUNTY OF FORT BEND
BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham
Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____
 Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>Justice Of The Peace #4 DEPT.</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
1062 Office Supplies	10,000.00	7,500.00	(2,500.00)
1010 Property & Equipment	6,545.00	9,045.00	2,500.00

DATE: November 7, 1985

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____ Session of the Commissioners' Court the following members being present;

- Jodie StavinohaCOUNTY JUDGE
- Johnnie PustkaCOMMISSIONER PRECINCT # 1
- Ben DenhamCOMMISSIONER PRECINCT # 2
- Alton PressleyCOMMISSIONER PRECINCT # 3
- Bob LuttsCOMMISSIONER PRECINCT # 4
- Dianne WilsonCOUNTY CLERK

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985, for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

DEPT. <u>0002</u>	FROM	TO	INCREASE (DECREASE)
<u>0701 Conference</u>	<u>4600</u>	<u>4628</u> 5000	<u>400</u> <u>28⁰⁰</u>
<u>0201 Temp/extra help</u>	<u>2500</u>	<u>2472.00</u>	<u>(28.00)</u>
<u>fund #94</u>	_____	_____	<u>(372.00)</u>
_____	_____	_____	_____

DATE: 11-25-85

DEPT. HEAD D. Wilson

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOKA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. # 2

JOHNNIE PUSTKA, COMMISSIONER PCT. #1

ALTON PRESSLEY, COMMISSIONER PCT. #3

BOB LUTTS, COMMISSIONER PCT. # 4

00489(4)

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Patrick R. Conrad

Period: Date of Departure 12/1/85 Date of Return 12/3/85

Purpose of Trip: 1985 Texas Conference on Vital Statistics

Places to be Visited: Austin, Tx

Mode of Transportation (State whether by personal auto, airline, etc.) Personal auto

Patrick R. Conrad (Signature) Name

11/21/85 Date

Veterans Service Officer/Local Registrar Title

Approved: Commissioners' Court (Signature) County Judge

Date

00430

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

David Sedee
Tracy Haveman
Tanya Wheeler

Period: Date of Departure 12-11-85

Date of Return 12-13-85

Purpose of Trip: Basic Certification

Places to be Visited: CONROE

Mode of Transportation (State whether by personal auto, airline, etc.) County Truck

Cindi Reeves
Name

11-14-85
Date

Supervisor
Title

Approved: Commissioners' Court

J. Stavinoha
County Judge

Date

00491

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Shirley M. Brown

Period: Date of Departure December 3, 1985

Date of Return December 5, 1985

Purpose of Trip: Fit for Life Training

Places to be Visited: Executive Inn Dallas

Mode of Transportation
(State whether by personal auto, airline, etc.) Airline

Shirley M. Brown
Name

November 20, 1985
Date

County Extension Agent-Home Economics
Title

Approved: Commissioners' Court
J. Stawicki
County Judge

Date

WHITE COPY—Commissioners Court Copy

CANARY COPY—Treasurer's Copy - Per Diem

PINK COPY—Attach to Travel Expense

GOLDENROD COPY—Department Copy

00492

Funds available approximately \$170 cost

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County ~~accompanied~~ by the following persons:

Rita Miller (only)

Period: Date of Departure Dec 11

Date of Return Dec 13

Purpose of Trip: District / County Attorney Key Personnel Seminar

Places to be Visited: Austin

Mode of Transportation (State whether by personal auto, airline, etc.) Personal auto

Janice Wilson
Name

11-25-85
Date

County Clerk
Title

Approved: Commissioners' Court

J. Stovroha
County Judge

Date

00493 *Approp cost \$25.00 Funds available*

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Jan Zasley
Shirley Davis

Period: Date of Departure *Dec 6*

Date of Return *Dec 6*

Purpose of Trip: *Primary Election 86*

Places to be Visited: *Austin*

Mode of Transportation
(State whether by personal auto, airline, etc.)

Personal auto

Dianne Wilson
Name

11-25-85
Date

County Clerk
Title

Approved: Commissioners' Court

J. Sturino
County Judge

Date

00494

*Funds available
approximate
cost \$200*

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

Yolanda Vasquez
Gladys Rosenbaum

Period: Date of Departure Dec 2
Date of Return Dec 3

Purpose of Trip: Austin Vital Statistic
Conference

Places to be Visited: Austin

Mode of Transportation (State whether by personal auto, airline, etc.) Personal auto

11-25-85
Date

Dianne Wilson
Name
County Clerk
Title

Approved: Commissioners' Court
J. [Signature]
County Judge

Date

5. SHERIFF GUS GEORGE, RE: CONSIDER ESTABLISHING A CRIMINAL JUSTICE ADVISORY BOARD:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to establish a Criminal Justice Advisory Board to comply with the Texas Department of Public Safety for access to criminal justice information from N.C.I.C., T.C.I.C. and J.I.M.S computer. The following County official will serve on the board: (Recorded in minutes in full)

County Judge or his designee
 District Judge of his designee
 County Court At Law Judge of his designee
 District Attorney or his designee
 Sheriff of his designee
 County Clerk of her designee
 Chief Adult Probation Officer of his designee
 Manager of Data Processing of his designee

Gus George request approval of establishing a Criminal Justice Advisory Board.

6. CONSIDER A PROPOSAL TO BE PRESENTED BY BOB ABBOT OF KEY MAP, INC.:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize the map committee to negotiate with Key Map, Inc. concerning a base map of the county. The following will serve on the map committee:

Ben Denham
 Dianne Wilson
 Stanley Kucherka
 Marsha Gaines

7. MR. CHARLES SLONE, RE: PROPOSED ORDER TO SELL 4.818 ACRES OF HIGHWAY RIGHT-OF-WAY IN ALEX PHILLIPS SURVEY, ABSTRACT 300, FORT BEND COUNTY:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to appoint the County Judge as the Commissioner to sell the said 4.818 acres of highway right-of-way based on the recommendation of Larry Wagenbach, Assistant District Attorney. (Recorded in minutes in full)

Charles Slone presented order to sell 4.8128 acres of highway right-of-way.

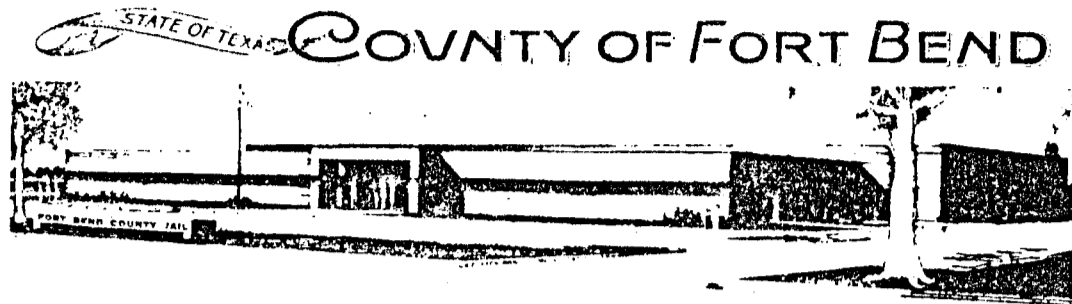
8. REJECT ALL BIDS ON VOTER REGISTRATION CERTIFICATES:

Moved by Commissioner Pressley to reject all bids on voter registration certificates. Motion failed due to lack of a second.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to declare an emergency and award bid to next low bid - CURTIS 1000, INC. at \$2,214.90 plus \$200.00 for printing of voter certificates. (Recorded in minutes in full)

9. AMEND ELECTION EXPENSES FUND IN THE AMOUNT OF \$1,850:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to amend election expense fund in the amount of \$1,850. Funds to come from Contingency Fund - an emergency is declared.



5
00496

0023

713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

November 15, 1985

Hon. Jodie E. Stavinoha, County Judge
Hon. Johnny Pustka, Commissioner Prct.1
Hon. Ben Denham, Commissioner Prct.2
Hon. Alton Pressley, Commissioner Prct.3
Hon. Bob Lutts, Commissioner Prct.4

Gentlemen:

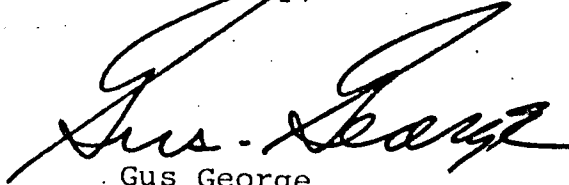
During a recent meeting with Mr. H. A. Albert, Chief of Identification and Criminal Records, Texas Department of Public Safety in Austin, Mr. Chuck Miller and I were apprised of the necessity for Fort Bend County to form a Criminal Justice Advisory Board. The purpose of this Board would be to comply with the Texas Department of Public Safety and Harris County requirements for access to criminal justice information from N.C.I.C., T.C.I.C., and J.I.M.S. computers.

Accordingly, I respectfully request that Commissioners' Court establish such a Board at the court session on November 25, 1985. I would ask the Court to appoint the following Fort Bend County officials to serve upon the Board:

County Judge or his designee
District Judge or his designee
County Court At Law Judge or his designee
District Attorney or his designee
Sheriff or his designee
County Clerk or her designee
Chief Adult Probation Officer or his designee
Manager of Data Processing or his designee

Your favorable consideration of this request would be greatly appreciated and will serve to enhance the capabilities of the criminal justice agencies of Fort Bend County.

Sincerely,



Gus George
Sheriff

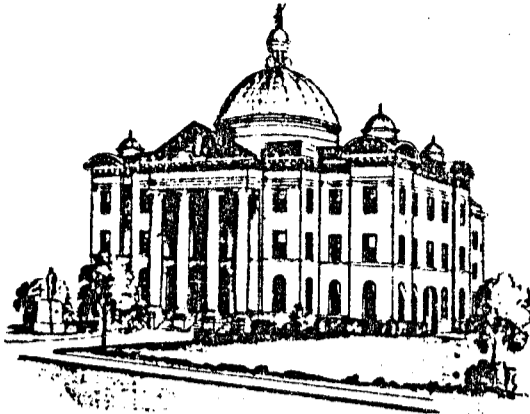
GG/en

cc: Mrs. Dianne Wilson, County Clerk
Mr. Chuck Miller, Data Processing
Mr. Larry Wagenbach, Asst. District Attorney

*approx cost
\$300-400
per month*

00438

5



CHARLES W. MILLER
Data Processing Manager

Drawer X
Richmond, Texas 77469
(713) 342-3411 ext. 573

STATE OF TEXAS COUNTY OF FORT BEND

RICHMOND, TEXAS
77469

September 24, 1985

Honorable William Meitzen
Criminal District Attorney
County Courthouse
Richmond, Texas 77469

Honorable Gus George
Fort Bend County Sheriff
County Jail
Richmond, Texas 77469

Mr. Al Dobson
Chief Probation Officer
Courthouse Annex #2
Richmond, Texas 77469

Dear Sirs;

In regards to your letter concerning access to the DPS Austin Switcher for NCIC/TCIC from more than one (1) terminal in Fort Bend County, I can answer yes that it can be done in a very secure and timely manner.

After considerable analysis and research by the Fort Bend County Staff in conjunction with technical staff member of IBM Corporation and outside consultants, we have installed a secure, viable, economic, and efficient method to control communications for criminal history and other data transmission and processing. This state-of-the art method will provide necessary data security in regard to the automated processes while affording essential system availability and emergency back-up facilities within the NCIC/TCIC guidelines.

Over the past two (2) years, Fort Bend County has installed IBM software packages ACF/VTAM and ACF/NCP to control its access and data traffic. ACF/VTAM is resident in our CPU and will be resident in any future CPUs and ACF/NCP is resident in the 3705 communication control units. This concept insures that once access authorization is established that all data is passed directly to and received from a dedicated program. This assignment is done whenever an authorized logical unit requests processing from the dedicated program.

Page 2

This means that once a session is established, only the connected program can communicate with the terminal (LU to LU communication). Since the line from Austin constitutes an LU, any time the line is brought up, prior to any data transmission, the access method will assign a session and no longer affect or be affected by data transmission from the LU. The transmission goes through hardware and software that is dedicated to NCIC/TCIC transmission.

All communication is controlled through ACF/VTAM ([2] in diagram 1). The District Attorney's Office [6] has a 3274 cluster controller channel attached to the CPU. This cluster controller is used only by the District Attorney's Office terminals. The Sheriff's Office [4] has three (3) leased lines connected to the IBM 3705, [3], and there is one (1) leased line from the 3705 [3] to the Adult Probation Department [5]. The 3705 is reserved for the exclusive use of justice agencies via leased lines. At some point in time our constables would like to access our Criminal Justice Systems, and, since they are some distance from the Courthouse, they would gain access through the 3705.

Our system would work as follows:

- 1) A terminal would request access to the NLETS/TLETS line through either the 3705, [3], or thru the dedicated 3274, [6].
- 2) The request to establish a session (see attachment page 1) would go to ACF/VTAM. In ACF/VTAM, [2], his terminal ID and a connect password that he must supply is checked for authorization to go further. If his request passes this test, he is connected to the Austin Switcher, LU, [1]. If he is not authorized for access the request is denied.
- 3) In the Austin Switch LU, he is prompted for an authorization word. This word is set daily in each agency for that agency. If his terminal ID, his password, and his authorization word match for that agency the Switching LU will request that a session with the Austin Switcher be established. The Austin Switch LU handles protocol conversion etc. for the message. It is the only LU on the system that can request that VTAM and the NCP establish a session with the DPS Austin Switcher.

00560

Page 3

I hope this explains our proposed control method. If you need any clarification or explanation, please feel free to call.

Sincerely Yours,

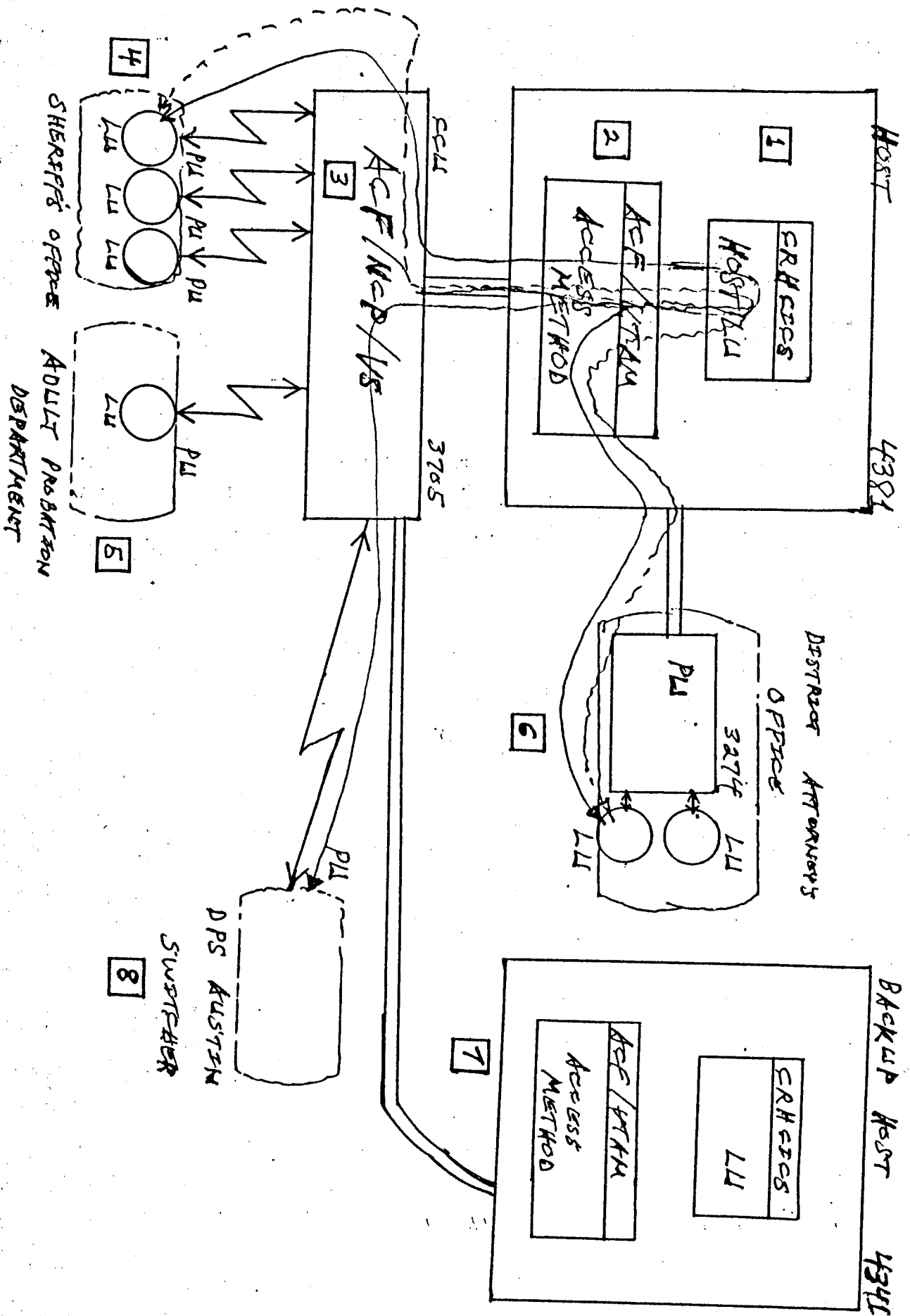


Chuck Miller
Data Processing Manager

cc: Honorable Charles Dickerson, Judge 240th District Court
Reagan Clark, Judge 268th District Court
Thomas Stansbury, Judge 328th District Court
Thomas Culver III, Judge County Court At Law
Jodie Stavinoha, County Judge

PROPOSED CONNECTION TO AUSTIN-DPS

00501



JAMES M. RAU
President

ROBERT A. ABBOTT
Vice-President



cartographers & publishers
1411 W. ALABAMA, HOUSTON, TEXAS 77006
522-7949

November 25, 1985

Commissioners' Court
Fort Bend County
Richmond, Texas

Dear Members of Commissioner's Court:

Key Maps Inc. is now in the process of expanding its geographic base map coverage. Recognizing that Fort Bend is the fastest growing county in America, we have decided to concentrate our resources in mapping your county.

We appreciate the opportunity to present our plan to Fort Bend County with the hope that we may serve the county and its mapping needs in the future.

Key Maps Inc., formed in 1958, has long been the premier mapping company in the Houston Harris County area. We have an extensive background in cartographic services with thousands of completed map projects and more than 25 different maps published each year. Although the Houston/ Harris County Atlas is our most widely recognized product, we also offer an extensive array of other services, ranging from simple 8 1/2" x 11" advertising maps to dynamic computerized maps and data bases. We research, compile, draft, index, publish and computerize all of our own products, making us a unique turnkey mapping company. With this unique capability we are able to control the design and production of our products which insures maximum accuracy, concise updating and lower production costs.

Key Map's client list is extensive and impressive including governmental bodies and agencies, major utilities, transportation companies, private industry, small businesses, and of course, the private citizen. This wide range of customers emphasizes the importance of a single line base map for the orderly planning and daily activities of any community.

Our staff is composed of professional cartographers, geographers, planners and data processing personnel with formal and inhouse training in cartographic techniques and data acquisition, compilation and processing. With exceptional facilities and over 60 years of combined cartographic experience we are confident of our ability to design, complete, publish and maintain any mapping project.

Map Types

For any community to function properly there are many official and unofficial documents which are used as planning tools, or for daily operations. Maps are one category of documents, and within this category are several different types of maps including abstracts, plats, lot and block maps, property ownership maps, double line engineering maps, single line street maps and many more. Each map has its own purpose, and no one map type will serve all the needs required by map users. Many of these maps are produced through public agencies, but the vast majority are produced by private industry and utilized within the public sector. Key Maps Inc. is in the business of producing singleline base maps, which can be used for a variety of purposes. The singleline base does have more uses than any other one map type. Its greatest advantage is that it can accurately depict geography of a large area, giving detailed information when necessary or giving an overview for planning purposes. It is also by far the best map style for identifying addresses and allowing dispatch of service between points. Because of its overall geographic coverage it allows for relatively accurate measurement of distances with little distortion and if properly designed, can be used to display almost any kind of geography, ranging from political boundaries to individual locations or addresses. Other advantages include short time frames for production, ease of compilation, minimized printing layouts, easy updating and of course, a lower cost of production.

The singleline base map also has other advantages. Because it is produced at a smaller scale, map labeling (street naming, symbol designation, etc.) can be shown in a larger size. This allows reduction of the map to a smaller sheet size with map labeling remaining readable. With the smaller sheet size the singleline base may be made available to a wider range of map users. This increased demand allows larger quantities to be reproduced at a lower per unit cost. For example using a single line base at a scale of one inch equals one mile, all of Fort Bend county can be printed on one sheet (38"X 50)". The greatest advantage of this design is the production of one base map displaying a variety of information to a wide range of map users.

Fort Bend County and Key Maps Inc.

As we expand Key Map's library of base maps we are always most interested in those areas with the fastest growth. Fort Bend County is then, at the top of our list. We find that as growth occurs, the need for a single line base map becomes very important to the orderly operations of both public agencies and private businesses. All maps produced by Key Maps are done on a speculative basis with monies from within our own organization. In order to minimize our risk, we attempt to judge the market need to the best of our capabilities. For this reason we must speak with, and be advised by governmental officials who have an overview of their community's needs. Speaking with officials and citizens from Fort Bend County has convinced Key Maps Inc. that a great need exists for a single line base map which can be transformed into an atlas such as the Key Map book. It is our goal to produce such maps in the very near future and have indeed commenced the process to produce and publish such products.

00504

Updating will occur on a continuous basis throughout the year, as a normal function carried on by Key Maps Inc., at no cost to Fort Bend County. Once each year new up-dated composite maps will be published and made available to Fort Bend County at a nominal fee. Any printed maps purchased by the county may also be sold to the general public at any price determined by the county. Key Maps Inc. will also furnish enlarged maps covering each of the four County Commissioner's Precincts. These maps will be reproduced at a size / scale which will enable copies to be reproduced on county blueprint equipment.

Other needs of the county may be incorporated into the project depending on the needs of each individual department. With an up-dated base map available each department would be able to determine if the maps furnished to the county will service their needs or if special overlays or data must be added.

Fort Bend County Singleline Base Map As Viewed by Key Maps Inc.

Through publications in other areas and in speaking with Fort Bend County officials we have defined certain data and mapping needs which are helpful in carrying out county business.

- A. Singleline Base Map - This map would comprise all of Fort Bend County and sections of adjacent counties. Including all City limits and County boundaries. With Federal, State, County and City roads named or designated by appropriate symbols.
- B. Overlay designating county maintained roads.
- C. Overlay showing voter precincts.
- D. Overlay showing commissioner districts.
- E. Overlay showing legislative districts.
- F. Overlay showing senatorial districts.
- G. Overlay showing school districts.
- H. Overlay showing census tracts.
- I. Others include Zip Codes, Subdivisions, Telephone Ex.

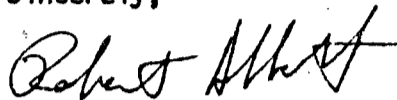
The singleline base map would be drafted at a scale of 1"=3,000' and individual copies would be available at this scale. Major production (printing) would be reproduced at a scale of 1"=5,280' (1" = 1 mile) and the above mentioned overlays printed over the top of the base map in quantities determined by need.

00505

The Key Map gridding system will be used for drafting layout and indexing which will allow for the production of the Key Map Atlas of Fort Bend County.

It is the desire of Key Maps Inc. to enter into a contractual agreement with Fort Bend County for the production of those maps required by its citizens and those officials who represent them. It would be our pleasure to present a proposal outlining exact techniques, costs and schedule for completion of various maps for Fort Bend County.

Sincerely,



Robert Abbott

/mm

0023

ORDER OF COMMISSIONER'S COURT TO SELL 4.818 ACRES, MORE OR LESS, OF HIGHWAY RIGHT-OF-WAY PROPERTY IN ALEX PHILLIPS SURVEY, ABSTRACT 300, FORT BEND COUNTY, TEXAS, WHICH IS NO LONGER NEEDED FOR HIGHWAY PURPOSES, ORDERING PUBLICATION OF NOTICE OF SALE, APPOINTMENT OF COMMISSIONER AND APPRAISER PERTAINING TO SAME.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This the 25 day of November, 1985, 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 sale of 4.818 acres, more or less, of highway right-of-way in Alex Phillips Survey, Abstract 300, Fort Bend County, Texas, and

It appears to the Court, and the Court so affirmatively finds, by a majority affirmative vote of all elected Commissioners that Fort Bend County is record owner of 4.818 acres, more or less, of highway right-of-way property in Alex Phillips Survey, Abstract 300, Fort Bend County, Texas, described in Deed from J. G. TOLAND to R. R. DUNKIN and G. L. DUNKIN dated November 17, 1903, recorded in Volume 27 at Page 132 of the Deed Records of Fort Bend County, Texas, being twenty-five feet of the entire distance off of the North and East end and twenty feet off of all the South end of the property therein conveyed, to which instrument refer in aid hereof, and the use of said 4.818 acres, more or less, has become so infrequent that the adjoining landowners have included the said 4.818 acres with a fence and said road has been continuously under fence for a period of twenty years or more, and said highway right-of-way property is no longer needed for highway purposes and should be sold in accordance with the provisions of Vernon's Ann. Civ. St., Art. 1577, it is, therefore, upon motion made by Commissioner Pressley and seconded by Commissioner Denham and duly passed by majority affirmative vote of all elected Commissioners,

ORDERED AND DECREED by said Commissioner's Court of Fort Bend County, Texas, said 4.818 acres of highway right-of-way property in Alex Phillips Survey, Abstract 300, Fort Bend County, Texas, described in Deed from J. G. TOLAND to R. R. DUNKIN and G. L. DUNKIN dated November 17, 1903, recorded in Volume 27 at Page 132 of the Deed Records of Fort Bend County, Texas, being twenty-five feet of the entire distance off of the North and

East end and twenty feet off of all the South end of the property therein conveyed, to which refer in aid hereof, shall be sold to adjoining or abutting landowners, or to the original Grantor, his heirs or assigns, or at public auction, that Jodie Stavinoha is hereby appointed as Commissioner to sell said real estate for and in behalf of Fort Bend County after publication of notice of sale as provided in said Article 1577 and that JOSEPH B. BENES is hereby appointed as appraiser who shall determine the fair market value of the property to be sold and it shall not be sold for an amount less than that so determined, which said amount shall be reported to the Commissioner of Sale and to the Commissioner's Court prior to sale and shall, if deemed reasonable, be approved by them prior to sale.

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 E. STAVINOKA, County Judge of Fort Bend County, Texas, this 25 day of November, 1985.

COMMISSIONER'S COURT OF
FORT BEND COUNTY, TEXAS

By: JS

JODIE E. STAVINOKA,
County Judge

WORK15/070

Witness my hand at Houston, Texas, this 1st day of December, A. D. 1903.

E. C. Colgin, Trustee.

State of Texas }
County of Harris } Before me, Geo. C. Guyner, a Notary Public in and for Harris County, Texas, on this day personally came and appeared E. C. Colgin, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, of writing, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this 1st day of Dec. 1903.

Geo. C. Guyner, Notary Public in and for Harris County, Texas.

Filed for record this the 2 day of Dec. 1903 at 10 o'clock A. M. and duly recorded the 14 day of Dec. 1903 at 10 o'clock A. M.

W. M. Newell, Clk. Co. Ct.

By L. M. Lee, Supt.

Fort Bend Co. Texas -

J. V. Island

Trustee

C. R. & G. L. Dunkin

COMPARED
W. M. NEWELL,
P. O. F. D. O.

The State of Texas }
County of Fort Bend } Know all men by these presents that J. V. Island, of the County of Harris, State of Texas, for and in consideration of the sum of Five Thousand, Two Hundred, Thirty five (\$5235.00) Dollars paid and secured to be paid by C. R. & G. L. Dunkin as follows: Eighteen Hundred, forty five (\$1845.00) Dollars each, the receipt of which is hereby acknowledged, and the remainder payable as follows, Nineteen Hundred, six and 50/100 (\$1916.50) Dollars due in one year evidenced by two notes, 1st for \$1230.00 and 2nd for \$686.50 and Seventeen Hundred Eighty three and 50/100 (\$1783.50) Dollars due in two years, as evidenced by note for said sum; nor shall deferred payments or vendors lien is retained against the herein described property, until the same has been paid and all interests thereon; have granted, sold and conveyed, and by these presents do grant, sell and convey unto

the said ^{Dunkin} R. C. and G. L. Dunkin of the County of
 Clinton and State of Indiana, all that certain parcel or
 parcel of land lying and being situated in the
 County of Scott (Ind) and State of Iowa, to-wit: Two
 hundred and forty six acres (246) acres, same being
 the East one third of the North half of the Alexander
 Phillip one third league survey (Abstract No. 21) cert-
 ificate No. 26, and being more particularly described
 as follows: Beginning at the N.E. corner of the
 Alexander Phillip one third league survey in iron
 corner said survey; thence West 864 yards to a
 stake in the North line of said Alexander Phillip
 survey; thence South 167 1/2 yards to a stake on the
 dividing line between the North and South half of
 the Alexander Phillip survey; thence East 864 yards
 along said dividing line to a stake in the East
 end of said survey; thence North along the East line of
 said survey 167 1/2 yards to the place of beginning.
 Out of the above described land is retained for the
 use of public highway, twenty five (25) feet of the entire
 distance off of the North and East end of the herein
 conveyed land and twenty (20) feet is retained off of
 the South end of the ~~land~~ herein conveyed land
 for the use of public highway, which I have and
 do hereby dedicate to the public for a public highway.
 I have and do hold the above described premises
 together with all and singular the rights and ad-
 vantages thereto in my own name and in the name of
 the said R. C. Dunkin and G. L. Dunkin, their heirs
 and assigns forever. And I do hereby bind myself,
 my heirs, executors and administrators to warrant
 and forever defend all and singular the said
 premises unto the said R. C. Dunkin and G. L. Dunkin,
 their heirs and assigns against every person whom-
 soever lawfully claiming or to claim the same or any
 part thereof.
 But it is expressly agreed and stipulated that the
 vendors lien is retained against the above described
 property, premises and improvements, until the
 above described notes and all interest thereon, are fully
 paid according to their face and tenor, effect and
 reading, when this deed shall become absolute.
 Witness my hand at Houston, Texas, this 17th day of
 Nov. A. D. 1905.

M. M. Nease

J. H. Toland

The State of Texas }
 County of Harris } Before me Ed. S. Cluthe, a Notary Public
 in and for Harris County, Texas, on this day personally
 appeared J. G. Toland, known to me to be the person
 whose name is subscribed to the foregoing instrument,
 and acknowledged to me that he executed the same
 for the purposes and consideration therein expressed.
 (Witness my hand and seal of office, this
 7th day of Dec. A. D. 1902.

Ed. S. Cluthe, Notary Public in and
 for Harris County, Texas

Filed for record the 2 day of Dec. 1902 at 10 o'clock A. M.
 and duly recorded the 14 day of Dec. 1902 at 11 o'clock P. M.
 M. M. Newell, C. C. F. & C.
 By L. M. Kemp, Deput. St. Bond Co. Texas

L. M. Kemp,
 Deput. Deed
 J. A. McComas

FILED
 M. M. NEWELL
 C. C. F. & C.

State of Texas }
 County of Fort Bend } Know all men by these presents: That
 I, L. M. Kemp, of the County of Harris, in the State afore-
 said, for and in consideration of Forty five Hundred
 (\$4500⁰⁰) Dollars, paid and secured to be paid by J. A.
 McComas as follows: Fifteen Hundred (\$1500⁰⁰) Dollars
 each, the receipt of which is hereby acknowledged, and
 the assumption of \$1200⁰⁰ which is a part of an
 encumbrance of \$2560⁰⁰ now standing against 426⁷/₈
 acres, payable to Mrs. Harriett Lawton of Meriden, Conn.
 and payable in three equal annual payments, also the
 assumption of \$400⁰⁰ note payable to E. D. Bell and due
 in one year, for all the above a vendor lien has
 been retained. For the remainder of purchase money
 of \$1400⁰⁰, two vendor lien notes, each and coming
 due in one and two years with interest at the rate
 of 7% is herein retained. Said notes being made
 payable to L. M. Kemp, Houston, Texas. I have granted,
 sold and conveyed, and by these presents do grant, sell
 and convey unto the said J. A. McComas of Delphi, Ind.
 of the County of Carroll, in the State of Indiana,
 the following described property, to wit: being
 situated in the County of Fort Bend and State of

00514
SHERMAN

50249'29"E
94743
94743
M62'28"N
N82'28'W

N.E. COR.
ALEX PHILLIPS
SUR. 10.300



Houston LIGHTING & POWER TRANSMISSION LINE

1080.00'
1040.147'
500'06'3"

SOUTH 17.25'

25' ROAD EASEMENT
VOL. 27, Pg. 132
(1.3419 AC)

589°48'24"W 2390.89'

LEWIS KEEGAN & LOUISE KEEGAN TO CHARLES & CARDIFF
Vol. 278, Pg. 249
46.1208 AC.

840'

21.77'

2392.51'

J.L. ROSE ET UX
TO C. C. CARDIFF
Vol. 231, Pg. 79
46.1517 AC

840'

FLEWELLEN - KATY ROAD

309.1712 AC.

2202.04'
N00°06'37"W

2394.12'

ESTATE OF J.A.
BARTLETT TO
CHARLES & CARDIFF ET AL
Vol. 454, Pg. 580
80.1033 AC.

1456.60'

TRACT 3

TRACT 3

25' ROAD EASEMENT
VOL. 27, Pg. 132
2.4599 AC

4593.18'

19+33.35
SET 2" I.P.
22+02.04

CALL 30' TO FT. BEND CO.
VOL. 31, Pg. 247

4593.21'

1.252 5728 AC.

2396.93'

FRANCES A. LEVE TO C.C. CARDIFF
Vol. 120, Pg. 299-300
80.1970 AC.

27.77'

1456.60'

20' ROAD EASEMENT
VOL. 27, Pg. 132
1.0162 AC.

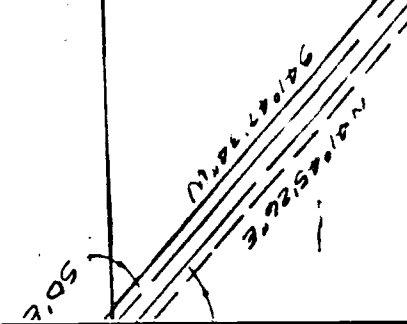
N89°48'24"E
N89°48'24"E
1364.90'

2397.73'
1034.83'
N89°48'24"E

(56 5984 AC)

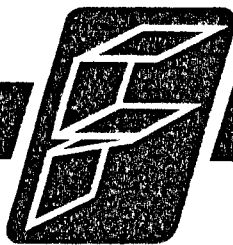
- 2.8663 AC FLEWELLEN - KATY ROAD
- 5.4311 AC TRANSCONTINENTAL GAS PIPELINE CO.
- 4.4369 AC H.L. & P. CO. 80' R.O.W
- 1.3419 AC 25' ROAD EASEMENT (NORTH)
- 2.4599 AC 25' ROAD EASEMENT (EAST)

2644.36'
2.9689 AC.
IN RD.
SOUTH
14557'



00512 NOV 19 1985

②



FORMCRAFT, Inc.

"BUSINESS FORMS DESIGNERS & MANUFACTURERS"

November 18, 1985

Ms. Dianne Wilson
County Clerk, Fort Bend County
P.O. Box 520
Richmond, Texas 77469

Re: Bid for Voter Registration Certificate

Dear Ms. Wilson:

Confirming our telephone conversation with you this afternoon, Formcraft, Inc., hereby withdraws its bid for printing 115,000 Voter Registration Certificates.

Our original bid was based on an equivalent to the 110 pound canary Springhill Index paper. This paper was attached to our bid. A sample for your records is enclosed herein.

According to a memorandum dated August 21, 1985, from Myra A. McDaniel, Secretary of State, Section 2.3 regarding the color and paper for 1986-1987 Voter Registration Certificates, it states: "Canary #110 Springhill Index or equivalent".

Our phone call to Melinda Nicholas at the Secretary of State's office led to the following decision: the State will only accept the "Canary #110 Springhill Index."

This being the case, Formcraft, Inc., would not be able to use our "equivalent" paper. Since the Springhill Index paper is not available to us, we would respectfully withdraw our bid.

Sincerely Yours,

Gary Van Gelder
Vice-President

GVG/map
Enclosure

c.c.- Edward Blumenfeld

13
0513

BID TABULATION FOR PRINTING 115,000 VOTER REGISTRATION CERTIFICATES WITH CARBON COPIES

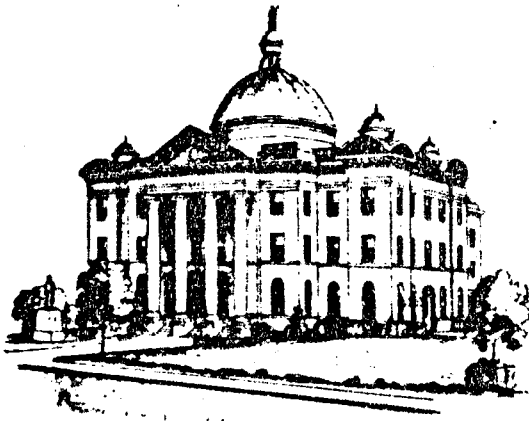
(4)

<u>COMPANY</u>	<u>PRICE PER THOUSAND</u>	<u>TOTAL PRICE</u>	<u>DELIVERY WITHIN</u>	<u>PRICE GUARANTEE</u>	<u>MEETS SPECS</u>
FormCraft, Inc. P.O. Box 20330 Houston, TX	\$9.90 M	\$1,138.50	30 Days	30 Days	YES
Curtis 1000, Inc. P.O. Box 55188 Houston, TX	\$19.26 M	\$2,214.90	45 Days	30 Days	YES
UARCO 1445 N. Loop South Houston, TX	\$21.46 M	\$2,467.90	3 weeks after return of proof after 12 days	30 Days	YES
Graphic Vendors, Inc. P.O. Box 800232 Houston, TX	\$21.93 M	\$2,521.95	25 Days	30 Days	YES
Moore Paper CO. 100 Hogan Houston, TX	\$23.66 M	\$2,720.90	30 Days	30 Days	YES
Corporate Printing 5918 Pencay Oaks Houston, TX	\$25.57 M	\$2,940.55	3-4 Weeks	Not Stated	YES
Printers Touch, Inc. 14528 Hempstead Houston, TX	\$27.38 M	\$3,148.70	45 Days	60 Days	YES
Kwik-Kopy #115 722 Grillo Way Rosenberg, TX	\$49.09 M	\$5,645.00	30 Days	60 Days	YES

00514

8

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



P.O. BOX 368
RICHMOND, TEXAS 77469
(713) 342-3411

STATE OF TEXAS
COUNTY OF FORT BEND

November 14, 1985

Formcraft, Inc.
P.O. Box 20330
Houston, TX 77225-0330

Ref: Printing 115,000 Voter Registration Certificates with Carbon Copies.

Gentlemen;

This is to advise you that Commissioners Court, Fort Bend County, in Regular Session on November 4, 1985 awarded your company the contract pursuant to your bid on the above stated matter, at bid price of \$9.90 M making a total bid price of \$1,138.50.

As per your bid delivery will be completed within 30 days after your receipt of this letter.

Point of contact this matter will be Mrs. Dianne Wilson, County Clerk, at 713-342-3411 extention 285.

John J. Hammett
Purchasing Agent

cc: Dianne Wilson

10. ACCEPT STATEMENT FROM PURCHASING AGENT AS TO EXISTENCE OF ONLY ONE SOURCE FOR LIBRARY SIGN LETTERS AND ENTER INTO MINUTES:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept bid for design, construction and installation of sign for George Memorial Library from ASI SIGNS SYSTEM in the amount of \$7,600.00 for George Memorial Library. (Recorded in minutes in full)

11. REVIEW FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept Fee Officers' and Non-Fee Officers Monthly Report as presented. (Recorded in minutes in full)

12. CONSIDER APPROVAL OF INVOICE #26 IN THE AMOUNT OF \$11,412.25 TO RONALD WEDEMEYER & ASSOC., AND PAY APPLICATION #19 IN THE AMOUNT OF \$195,779 TO WARRIOR CONSTRUCTORS FOR NEW LIBRARY PROJECT:

Approval of invoice #26 in the amount of \$11,412.25 to Ronald Wedemeyer & Assoc.:

Moved by Commissioner Lutts. Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to delay payment of final invoices in the amount of \$11,412.25 to Ronald Wedemeyer & Assoc. until library is accepted. (Recorded in minutes in full)

Pay application #19 in the amount of \$195,779 to Warrior Constructors for new library project:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to authorize pay application #19 in the amount of \$195,779 to Warrior Constructors for new library project.

13. MR. CHUCK MILLER, DATA PROCESSING MANAGER, RE: REQUEST TO ADVERTISE FOR BIDS ON DATA PROCESSING EQUIPMENT. (UNINTERRUPTED POWER SUPPLY):

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to declare an emergency and advertise for bid on data processing equipment (uninterrupted power supply) to be opened December 9 at 1:30 p.m.

14. 10:00 A.M.- HOLD PUBLIC HEARING ON RAISING THE SPEED LIMIT ON FLORENCE ROAD IN PRECINCT 3:

Moved by Commissioner Pressley to raise the speed limit to 40mph on Florence Rd.. Failed due to lack of a second.

A petition was read opposing raising of the speed limit on Florence Rd.

The following citizens spoke against raising the speed limit on Florence Rd.:

Danny Hill
Denny Turnbull
Elbin Chulby
Georgia Chemosky

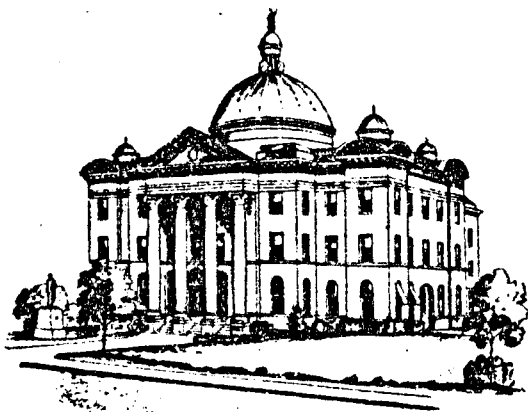
The following citizens spoke in favor of raising the speed limit on Florence Rd.

Mr. Sealy
Rick Havern

00516

10

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



P.O. BOX 368
RICHMOND, TEXAS 77469
(713) 342-3411

STATE OF TEXAS
COUNTY OF FORT BEND

November 20, 1985

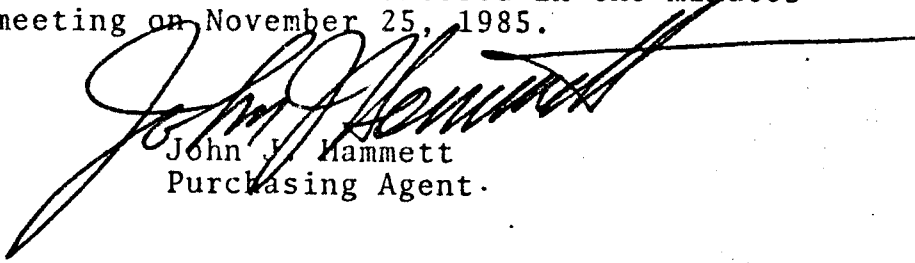
To: Each Member
Commissioners Court
Fort Bend County

Pursuant to Section 4 (7) (b) of the County Purchasing Act the undersigned submits the following statement:

Bid offering number 85-48 for the Design, Construction and Installation of Sign for George Memorial Library was advertised as required by law, with mailings sent to seven (7) vendors specializing in this type work. There were no bids received. Further research by this Department disclosed that the only source for this item is ASI Signs Systems, P.O. Box 40843, Houston, TX 77240.

It is requested that Commissioners Court, Fort Bend County, authorize the purchase of this item from ASI Signs System at an estimated cost of \$7,700.00.

It is further requested that this statement be entered in the minutes of the Commissioners Court meeting on November 25, 1985.


John J. Hammett
Purchasing Agent.

COUNTY PURCHASING AND BIDS

56.0

THE COUNTY PURCHASING ACT

56.1

SECTION 1. SHORT TITLE. This Act may be cited as the County Purchasing Act.

SECTION 2. DEFINITIONS. In this Act:

(1) 'Current funds' means funds in the county treasury that are available in the current tax year, revenue that may be anticipated with reasonable certainty to come into the county treasury during the current tax year, and emergency funds.

(2) 'Bond funds' means money in the county treasury received from the sale of bonds, and proceeds of bonds that have been voted but that have not been issued and delivered.

(3) 'Item' means any service, equipment, good, or other tangible or intangible personal property. The term includes insurance and high technology items.

(4) 'High technology items' means a service, equipment, or good of a highly technical nature, including: data processing equipment and software and firmware used in conjunction with data processing equipment; telecommunications, radio, and microwave systems; electronic distributed control systems (including building energy management systems); and technical services related to these items.

(5) 'Time warrant' means any warrant issued by a county that is not payable out of current funds.

SECTION 3. COMPETITIVE BIDDING REQUIREMENT. (a) Before a county may purchase one or more items under a contract that will require an expenditure exceeding \$5,000, the commissioners court of the county must comply with the competitive bidding or competitive proposal procedures prescribed by this Act. All bids or proposals must be sealed.

(b) The competitive bidding and competitive proposal requirements established by Subsection (a) of this section apply only to contracts for which payment will be made from current funds or bond funds or through warrants. However, contracts for which payments will be made through certificates of obligation are governed by The Certificate of Obligation Act of 1971 (Article 2368a.1, Vernon's Texas Civil Statutes).

(c) In applying the competitive bidding and competitive proposal requirements established by Subsection (a) of this section, all separate, sequential, and/or component purchases of items ordered or purchased, with the intent of avoiding the competitive bidding and competitive proposal requirements of this Act, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract.

SECTION 4. EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 3 of this Act if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the

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- .1 necessity of the citizens or to preserve the property of the county;
- (2) an item necessary to preserve or protect the public health or safety of the residents of the county;
 - (3) an item made necessary by unforeseen damage to public property;
 - (4) a personal or professional service;
 - (5) any work performed and paid for by the day, as the work progresses;
 - (6) any land or right-of-way; or
 - (7) an item that can be obtained from only one source, including: items for which competition is precluded because of the existence of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; electric power, gas, water, and other utility services; and captive replacement parts or components for equipment.

(b) If an item exempted under Subdivision (7) of Subsection (a) of this section is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

SECTION 5. COMPETITIVE BIDDING NOTICE. (a) A notice of a proposed purchase must be published at least once a week in a newspaper of general circulation in the county, with the first day of publication at least 14 days before the date of the bid opening. If there is no newspaper of general circulation in the county, the notice must be posted in a prominent place in the courthouse for 14 days before the date of the bid opening.

(b) The notice must include:

- (1) The specifications describing the item to be purchased or a statement of where the specifications may be obtained;
- (2) the time and place for receiving the opening bids and the name and position of the county officials or employee to whom the bids are to be sent;
- (3) whether the bidder should use lump-sum or unit pricing;
- (4) the method of payment by the county; and
- (5) the type of bond required by the bidder.

(c) If any part of the payment for a proposed purchase will be made through time warrants, the notice also must include a statement of the maximum amount of time warrant indebtedness, the rate of interest on the time warrants, and the maximum maturity date of the time warrants.

SECTION 6. OPENING OF BIDS. (a) The county official who makes purchases for the county shall open the bids on the date specified in the notice. The date specified in the notice may be extended by the commissioners court if an error is discovered in the original specifications or the nature of the item to be purchased requires an extension in order for the county to best utilize the provisions of Section 10 of this Act.

(b) Opened bids shall be kept on file and available for inspection by anyone desiring to see them.

SECTION 7. AWARDING OF CONTRACT. (a) The officer in charge of opening the bids shall present them to the commissioners court in session. The court shall award the contract to the responsible bidder who

FBC TREASURER'S MONTHLY REPORT
FOR OCTOBER, 1985

NAME OF FUND	BEGINNING COUNTY FUND BALANCE	RECEIPTS	DISBURSEMENTS	CO. FUND BALANCE	OUTSTANDING WARRANTS	RECONCILING ITEMS	ENDING BALANCE	OUTSTANDING INVESTMENT	TOTAL BALANCE
AVAILABLE FUNDS									
General Fund	348,283.70	3,837,023.22	3,519,299.90	571,158.80	45,343.06		616,501.86	4,750,000.00	5,366,501.86
Road & Bridge Fund	(17,458.97)	2,243,295.95	1,828,929.60	5,001.24	20,431.37		25,432.61	2,528,929.60	2,554,362.21
Insurance Escrow	33,816.57	151,586.07	543,492.21	128,920.93			128,920.93	50,000.00	178,920.93
SPECIAL REVENUES									
Ad Valorem Funds	223,396.83	947,446.16	749,688.50	243,600.78	11,876.45		255,477.23	749,688.50	1,005,165.73
Lateral Road Account	161,978.09	52,303.27	229,856.98	6,311.19			6,311.19	150,000.00	156,311.19
Revenue Sharing Trust	10,847.11		150,000.00	10,847.11			10,847.11		10,847.11
Revenue Sharing Trust	42,682.40		5,666.90	42,682.40			42,682.40		42,682.40
Fund EP #15	104,453.13	101,190.41	150,000.00	51,869.59	20.00		51,889.59	230,000.00	281,889.59
County Law Library	61,031.92	19,279.26	82,773.85	123.18			123.18	82,000.00	82,123.18
Voter Registration	14,044.64		200.70	13,843.94			13,843.94		13,843.94
District Attorney's Bad Check Collection Fee	3,633.42	2,431.59	339.44	5,725.57	44.00		5,769.57		5,769.57
District Attorney's Supplemental Salary	(33.64)	3,095.04	2,477.46	583.94			583.94		583.94
District Attorney's URESA	150.00			150.00			150.00		150.00
Library Building Fund Available	650,376.90	305,488.76	650,000.00	142,990.46	15,800.14		158,790.60	880,000.00	1,038,790.60
Library Donations	25.64	6,077.71	163,375.20	6,109.10			6,109.10		6,109.10
Temporary Emergency Relief			60.00						
Mission West Park Fund	15,817.11		1,191.46	14,625.65			14,625.65	100,000.00	114,625.65
Houston Lighting & Power	2,319.68		3,328.02	1,009.66			1,009.66		1,009.66
Margine Pustka Memorial	5.77	2,818.99		2,088.90			2,088.90		2,088.90
Revenue Sharing #16	36,699.65	190,210.00	123,000.00	104,244.58			104,244.58	225,000.00	329,244.58
Appellate Judicial System		1,580.00		1,580.00			1,580.00		1,580.00
Judicial Court Training		819.00		819.00			819.00		819.00

NAME OF FUND	BEGINNING COUNTY FUND BALANCE	RECEIPTS	DISBURSEMENTS	CO. FUND BALANCE	OUTSTANDING WARRANTS	RECONCILING ITEMS	ENDING BALANCE	OUTSTANDING INVESTMENT	TOTAL BALANCE
SPECIAL REVENUES									
Continued									
Grillo Memorial-Library -----	27.77	12,217.35I	-----	12,245.12	-----	-----	12,245.12	-----	12,245.12
Ambulance (Paramedics) -----	5,559.96	-----	-----	5,559.96	-----	-----	5,559.96	-----	5,559.96
FBC District Audit		62,643.96I							
Probation Fund -----	59,237.72	20,969.00R	40,998.27D	101,852.41	493.63	-----	102,046.04	-----	102,046.04
District Adult ISP -----	10,653.60	3,373.00R	4,177.00D	14,901.60	744.00	-----	15,645.60	-----	15,645.60
Entex Contributions	2,687.35	271.00R	-----	2,958.35	---	-----	2,958.35	---	2,958.35
CAPITAL PROJECTS									
Road Bond Available -----	1,538.64	183,500.24I	185,000.00I	38.88	---	-----	38.88	185,000.00	185,038.88
Law Enforcement Academy ---	20,314.96	-----	21,000.00I	815.96	---	-----	815.96	21,000.00	21,815.96
Rabbs Bayou Fund -----	24,581.40	13,294.75R	11,793.75D	24,581.40	---	-----	24,581.40	---	24,581.40
Capital Improvement -----	1,581.62	101,190.41I	50,000.00D	52,772.03	---	-----	52,772.03	50,000.00	102,772.03
Tara Road Fund Prec. 1	2,500.00	16,335.43I	-----	18,856.13	---	-----	18,856.13	---	18,856.13
Drg. Dist. Dry Creek									
Bridge Account -----	-----	51,360.28R	51,000.00D	360.28	---	-----	360.28	51,000.00	51,360.28
Lower Oyster Creek -----	2,197.67	56,119.02	56,282.24D	2,034.45	---	-----	2,034.45	---	2,034.45
Law Enforcement Bldg. ---	4,750.00	183,295.55I	175,983.95D	1,252.80	---	-----	1,252.80	175,000.00	176,252.80
Briscoe Canal Flume -----	-----	-----	-----	-----	---	-----	-----	---	-----
DEBT SERVICE DEPARTMENT									
FBC Unlimited Tax Road -----	3,426.23	4,436.35I	8,000.00I	175.41	---	-----	175.41	8,000.00	8,175.41
Bonds Ser. 62 - 66 Sinking Fd.		312.83R	-----						
FBC Limited Tax Jail Bldg.	7,124.65	3,869.01R	10,000.00I	993.66	---	-----	993.66	10,000.00	10,993.66
Bonds Ser. 1979 Sinking									
Courthouse Improvement	2,954.27	1,435.41R	4,000.00I	389.68	---	-----	389.68	4,000.00	4,389.68
Cent. of Obligation S.									
TRUST & AGENCY FUNDS									
Payroll Fund	5,429.11	76,749.91I 1,522,134.29R	82,000.00I 1,520,938.65D	1,974.66	504,510.24	-----	506,484.90	102,000.00	608,484.90

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NAME OF FUND	BEGINNING COUNTY FUND BALANCE	RECEIPTS	DISBURSEMENTS	CO FUND BALANCE	OUTSTANDING WARRANTS	RECONCILING ITEMS	ENDING BALANCE	OUTSTANDING INVESTMENT	TOTAL BALANCE
TRUST & AGENCY FUNDS									
Continued									
0052 Fee Officer's Acct -----	138,165.29	310,163.61	287,024.71	161,304.19	7,421.11		168,725.30	----	168,725.30
Criminal Justice -----	7,065.00	10,350.00R	8,245.00D	9,170.00	8,245.00		17,415.00	----	17,415.00
Planning Fund CC -----									
Law Enforcement Officers' -----									
Starlin's & Education Fund -----	1,223.00	1,911.00R	1,459.00D	1,675.00	1,459.00		3,134.00	----	3,134.00
Corporation to Victims -----									
of Crime Fund -----	4,637.50	5,909.50R	-----	10,547.00	-----		10,547.00	----	10,547.00
East Bond Securities -----	6,050.65	-----	4,000.00D	2,050.65	-----		2,050.65	----	2,050.65
FICA Recovery -----	3,519.52	-----	-----	3,519.52	422.41		3,941.93	----	3,941.93
Department of Public Safety -----	2,563.00	4,307.00R	-----	6,870.00	-----		6,870.00	----	6,870.00
Verdeille Probation -----	(6,400.57)	35,746.60I	10,000.00I	18,702.77	4.00		18,706.77	10,000.00	28,706.77
Tax 211 Probation Fund -----	-----	8,320.00R	8,963.26D	-----	-----		-----	-----	-----
DRAINAGE DISTRICT FUNDS									
Drainage District Maintenance									
Available Fund -----	545,483.99	2,650,271.01I	2,300,000.00I	645,326.93	3,098.92		648,425.85	4,500,000.00	5,148,425.85
		59,217.66R	309,645.73D						
Tax Black -----	3.59	3.67	3.59	3.67	659.79		663.46	----	663.46
Tax Gaines-----	14,318.61	1,345.87	1,302.69	14,361.79	41,423.42		55,785.21	----	55,785.21
Tax Collector '85 -----	196,844.11	392,775.61	471,153.21	118,466.51	22,624.71		141,091.22	----	141,091.22
TOTAL	2,760,108.59	14,575,672.55	14,747,734.31	2,588,046.83	684,321.25		3,272,368.08	14,861,618.10	18,133,986.18

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OUTSTANDING INVESTMENTS
FORT BEND COUNTY TREASURER'S OFFICE
AS OF OCTOBER 31, 1985

PURCHASE DATE	MATURITY DATE	PRINCIPAL	RATE	BANK
<u>08 Road & Bridge Fund:</u>				
05-31-85	11-27-85	400,000.00	7.85%	1st City Nat'l
07-31-85	11-20-85	300,000.00	8.05%	Sugar Creek
10-11-85	01-08-86	1,000,000.00	7.45%	1st Nat'l
10-15-85	12-05-85	698,929.60	7.21%	Republic
10-31-85	-1-16-85	130,000.00	7.86%	1st City
		Total	2,528,929.60	
<u>10 General Fund:</u>				
05-31-85	11-27-85	500,000.00	7.85%	1st City
06-28-85	11-06-85	500,000.00	7.70%	1st Nat'l
07-31-85	11-20-85	500,000.00	8.05%	Sugar Creek
07-31-85	12-05-85	500,000.00	7.75%	Texas CapitalBank
10-11-85	01-08-86	750,000.00	7.45%	1st National
10-11-85	01-30-86	1,000,000.00	7.6%	Sugar Creek
10-15-85	12-26-85	1,000,000.00	7.33%	Republic
		Total	4,750,000.00	
<u>12 Farm to Market & Lateral Roads:</u>				
10-15-85	12-05-85	400,000.00	7.21%	Republic
10-15-85	12-26-85	149,688.50	7.334%	Republic
10-31-85	01-16-86	200,000.00	7.86%	1st City
		Total	749,688.50	
<u>16 County Law Library</u>				
10-31-85	02-06-86	82,000.00	8%	Texas Capital
		Total	82,000.00	
<u>14 Lateral Road:</u>				
10-31-85	01-16-86	150,000.00	7.86%	1st City Bank
		Total	150,000.00	
<u>24 Library Building Fund:</u>				
08-29-85	12-05-85	230,000.00	7.80%	Rosenberg B&T
10-11-85	01-08-86	350,000.00	7.45%	1st Nat'l
10-15-85	12-26-85	300,000.00	7.334%	Republic
		Total	880,000.00	
<u>21 Capital Improvement:</u>				
10-31-85	02-06-86	50,000.00	8.0%	Texas Capital
		Total	50,000.00	
<u>22 Road Bond Available:</u>				
10-31-85	02-06-86	185,000.00	8.0%	Texas Capital
		Total	185,000.00	

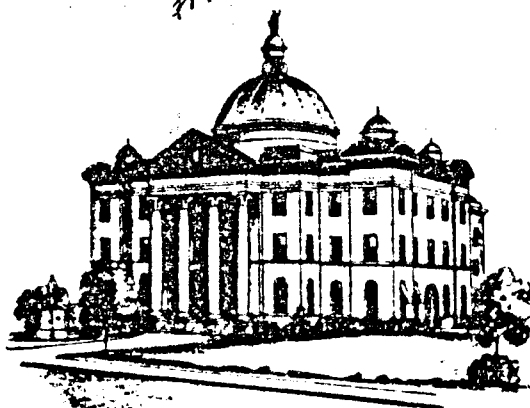
PURCHASE DATE	MATURITY	PRINCIPAL	RATE	BANK
<u>34 Drainage District Maintenance Available:</u>				
05-31-85	11-27-85	500,000.00	7.85%	1st City Nat'l
05-31-85	12-27-85	500,000.00	8.25%	1st City Ric
08-29-85	12-05-85	500,000.00	7.80%	Rosenberg B&T
08-29-85	01-08-86	700,000.00	8.10%	Rosenberg B&T
10-11-85	01-30-86	1,000,000.00	7.6%	Sugar Creek
10-11-85	02-12-86	1,000,000.00	8.15%	1st C.Natl
10-15-85	12-26-85	300,000.00	7.33%	Republic
		Total	4,500,000.00	
<u>36 Mission West Park Fund Precinct #3:</u>				
08-29-85	12-05-85	100,000.00	7.80%	Rosenberg B&T
		Total	100,000.00	
<u>37 Law Enforcement Academy Building:</u>				
10-31-85	01-16-86	175,000.00	7.86%	1st City
		Total	175,000.00	
<u>44-26 Revenue Sharing Trust Fund EP#15:</u>				
07-31-85	11-20-85	80,000.00	8.05%	1st City Nat'l
10-31-85	01-16-86	75,000.00	7.86%	1st City Nat'l
10-31-85	02-06-86	75,000.00	8%	Texas Capital
		Total	230,000.00	
<u>44-27 Revenue Sharing Trust Fund EP#16:</u>				
07-31-85	11-20-85	100,000.00	8.05%	Sugar Creek
10-31-85	01-16-86	75,000.00	7.86%	1st City
10-31-85	02-06-86	50,000.00	8.0%	Texas Capital
		Total	225,000.00	
<u>50 FBC Payroll Fund:</u>				
07-31-85	11-20-85	20,000.00	8.05%	Sugar Creek
10-31-85	02-06-86	82,000.00	8%	Texas Capital
		Total	102,000.00	
<u>56 FBC Courthouse Impr. C/Obligation S.'85:</u>				
10-31-85	02-06-86	4,000.00	8%	Texas Capital
		Total	4,000.00	
<u>58 FBC Ltd Tax Jail Bds.S'79 S.:</u>				
10-31-85	02-06-86	10,000.00	8.0%	Texas Capital
		Total	10,000.00	
<u>60 Unlimited Tax Road Bds.62-66 Sinking.:</u>				
10-31-85	02-06-86	8,000.00	8.0%	Texas Capital
		Total	8,000.00	
<u>94 Drain. Dist. Dry Creek Bridge Acct:</u>				
10-31-85	02-06-86	51,000.00	8.0%	Texas Capital
		Total	51,000.00	

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OUTSTANDING INVESTMENTS
C ONT'D pg #3

<u>PURCHASE DATE</u>	<u>MATURITY</u>	<u>PRINCIPAL</u>	<u>RATE</u>	<u>BANK</u>
<u>18 Law Enforcement Academy Fund:</u>				
10-31-85	01-16-86	21,000.00	7.86%	1st City Nat'l
		Total	21,000.00	
<u>96 FBC Juvenile Probation Fund:</u>				
10-31-85	01-16-86	10,000.00	7.86%	1st City
		Total	10,000.00	
<u>98 Insurance Escrow Acct:</u>				
10-31-85	01-16-86	50,000.00	7.86%	1st City
		Total	50,000.00	
Grand total all Outstanding Investments		14,861,618.10		



JOYCE TOMPKINS

COUNTY AUDITOR

STATE OF TEXAS
COUNTY OF FORT BEND

P. O. DRAWER 549
 RICHMOND, TEXAS
 77469

NOVEMBER 25, 1985

Commissioners Court
 Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

We have examined the monthly reports of certain Non-Fee Officers identified below for the month of October 1985. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

We recommend that these reports be approved subject to completions of our examination of reports of such officers for the year ending December 31, 1985.

If the Court concurs, the following order might be adopted:

Moved by Commissioner, seconded by Commissioner, duly put and carried, it is ordered that the monthly reports of fees collected by Non-Fee Officers identified below, for the month of October 1985 be approved as recommended by the County Auditor in her letter of November 25, 1985.

Elizabeth LaVois, Child Support
 Walter Culpepper, Health and Sanitation
 Daniel Kosler, Ambulance Service
 Cynthia Reeves, Animal Control
 G. H. Hart, Sanitary Landfill
 Carolyn Conrad, Library
 Hopie Solomon, Indigent Care
 Lawrence Elkins, Fairgrounds
 A E "Al" Dobson, Adult Probation
 Sterling Moore, Juvenile Probation
 Stanley Kucherka, County Engineer
 Mary Lynn Chesshire, Bail Bond Board

Yours very truly

Joyce Tompkins
 Joyce Tompkins
 County Auditor

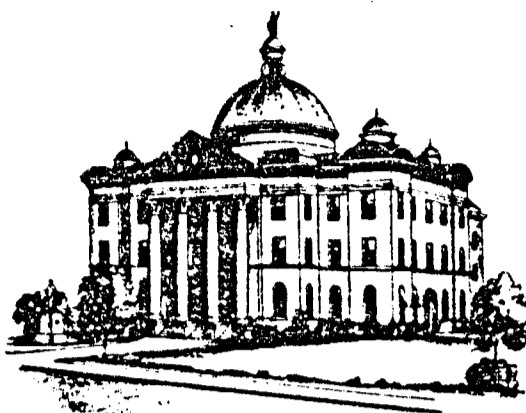
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NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

OCTOBER 1985

CHILD SUPPORT	<u>2016.00</u>
HEALTH AND SANITATION	<u>327.00</u>
AMBULANCE	<u>8393.80</u>
ANIMAL CONTROL	<u>2540.00</u>
SANITARY LANDFILL	<u>83,422.90</u>
LIBRARIES	<u>2385.17</u>
INDIGENT CARE	<u>577.45</u>
FAIRGROUNDS	<u>6402.05</u>
ADULT PROBATION (FUND 99)	<u>22,691.00</u>
JUVENILE PROBATION	<u>845.00</u>
COUNTY ENGINEERING	<u>420.00</u>
BAIL BOND BOARD	<u>-0-</u>
TOTAL FOR THE MONTH	<u><u>130,020.37</u></u>

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JOYCE TOMPKINS

COUNTY AUDITOR

STATE OF TEXAS
COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

NOVEMBER 25, 1985

Commissioners Court
Fort Bend County, Texas

Re: Monthly Reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of October 1985. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

We recommend that these reports be approved subject to completions of our examination of reports of such officers for the year ending December 31, 1985.

If the Court concurs, the following order might be adopted:

Moved by Commissioner, second by Commissioner, duly put and carried, it is ordered that the monthly report of fees collected by Fee Officers identified below for the month of October 1985 be approved as recommended by the County Auditor in her letter of November 25, 1985.

William Meitzen, District Attorney
Dianne Wilson, County Clerk
Jodie Stavinoha, County Judge
Irene Wleczyk, District Clerk
Gus George, Sheriff
Mary Ward, Justice of the Peace Pct. 1
George Molina, Justice of the Peace Pct. 2-1
Gary Fredrickson, Justice of the Peace Pct. 2-2
Robert Stahl, Justice of the Peace Pct. 3
James Adolphus, Justice of the Peace Pct. 4
Henry H. Hejl, Constable Pct. 1
W.C. Todd, Constable Pct 2
Robert Parker, Constable Pct. 3
Richard P. Pring, Constable Pct. 4

Yours very truly,
Joyce Tompkins
Joyce Tompkins
County Auditor

FEE OFFICERS REPORT

COMMISSIONERS COURT

OCTOBER 1985

OFFICER	FEEES OF OFFICE TO GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL AMOUNT COLLECTED
County Judge	888.50			888.50
County Clerk Civil 5780.00				
Criminal 3863.05	75,666.15	21,132.35	19,989.50	116,788.00
District Clerk Civil 14,075.00				
Criminal 723.00	25,813.00	1863.00	19,953.89	47,629.89
Tax Collector	157,481.17			157,481.17
District Atty.	2447.50			2447.50
Sheriff Civil 5069.00				
Criminal 1869.50	6938.50		12,530.00	19,468.50
J.P.#1 Civil 240.00				
Criminal 23,567.73	24,599.73		5835.30	30,435.03
J.P.#2-1 Civil 205.00				
Criminal 2791.50	3659.50		717.00	4376.50
J.P.#2-2 Civil 78.00				
Criminal 20,186.12	20390.12		5941.37	26,331.49
J.P.#3 Civil 331.00				
Criminal 11,482.30	14,586.30		2597.20	17,183.50
J.P.#4 Civil 101.00				
Criminal 14,241.75	14,798.75		3327.00	18,125.75
Constable #1	2746.83			2746.83
Constable #2	1580.00		40.00	1620.00
Constable #3	3922.98		531.00	4453.98
Constable #4	895.00			895.00
TOTAL	356,414.03	22,995.35	71,462.26	450,871.64

* County Revenues deposited into the General Fund.

** County Revenues deposited into the Road & Bridge Fund.

*** Other Misc. Fees And Refunds includes: Fees collected by the officer for other county officials, i.e. County Judge, D.A. Sheriff, Constable, Animal Control; State Comptroller Court Taxes, CJPF, LEOSE, CVCF, License & Weight, Parks & Wildlife; Cash Bond refunds, deposits for costs, out of county service and/or restitution. These details are on the officer's monthly report and also will be reported on the annual report.

**** Misc. Fees for the Dist. Attorney are revenues deposited into the D.A. Bad Check Fund.

TAX COLLECTOR

OCTOBER 1985

August 85 commission on ACC and Atty fees Gaines	21,630.32
August 85 highway fees	58,732.89
September 85 commissions pgs 4, 5, 6	3,443.03
August 85 commissions tax & MUD certificates	980.00
October 85 commissions pgs 1, 2	320.96
October 85 commission pgs 3, 4, 5; Jan 85 comm. pg 28 Gaines	4,087.35
October 85 commission pgs 6, 7, 8	2,312.30
September 85 highway fees	48,315.26
September 85 interest Black	444.06
Titles	<u>17,215.00</u>
	<u>157,481.17</u>

INVOICE FOR ARCHITECTURAL SERVICES

Dianne Wilson, Agenda

PROJECT 7-2530 Fort Bend County Library
 (Name, address) 1001 Golfview
 Richmond, Texas 77469

DATE: November 7, 1985

12

INVOICE NO: 182105-26

TO: Honorable Judge Jodie Stavinoha
 Fort Bend County Commissioners Court
 P.O. Box 368
 Richmond, Texas 77469

ARCHITECT'S
 PROJECT NO: 82105

In accordance with the Owner-Architect Agreement dated
 there is due at this time for architectural services and reimbursable items on the above Project, for the period ending October 31, 1985.

the sum of
 Eleven thousand four hundred twelve and ²⁵/100----- Dollars (\$11,412.25)

The above amount shall become due and payable fifteen (15) days from the date hereof.

INTEREST ON OVERDUE ACCOUNTS SHALL ACCRUE AT PERCENT (%) PER

The present status of the account is as follows:

Based on a construction cost of \$6,793,092.00 million for the
 Library, the following amount is due.

Breakdown is as follows:

TOTAL FEE (7½%)	\$509,481.90
Design Development-100% Complete	
Construction Documents-100% Complete	
Bidding & Negotion-100% Complete	
Paid To Date	(\$498,336.78)
Remaining Contract Fee	11,145.12
Contract Administration Due-Sept.	7,000.00
Contract Administration Due-Oct.	4,145.12
<u>Reimbursable Expenses Due</u>	
Deliveries	\$ 16.25
Mileage	73.44
Outstanding Reimbursable Expenses Due	<u>177.44</u>
 TOTAL DUE THIS INVOICE	 \$ 11,412.25

Ronald Wedemeyer
 ARCHITECT: Ronald Wedemeyer
 BY: Ronald Wedemeyer & Associates
 ADDRESS: 4515 Hwy. 6 North
 Houston, Texas 77084

00531

RW&A

RONALD WEDEMEYER & ASSOCIATES

TO: Honorable Judge Jodie Stavinoha
Fort Bend County Commissioners Court
P.O. Box 368
Richmond, Texas 77469

DATE: November 15, 1985

RE: Fort Bend County Library

COMM. NO. 82105

WE ARE SENDING YOU HEREWITH THE FOLLOWING:

COPIES	DESIGNATION	SUBJECT	DATE:
1	Application and Certificate for Payment		10/31/85

REMARKS: For your review.

BY: Ronald Wedemeyer

4515 HAY 6 NORTH
HOUSTON, TEXAS 77084
713/859 1317

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAC

TO (Owner): Fort Bend County
Commissioners Court

PROJECT: FORT BEND COUNTY LIBRARY
Richmond, Texas

APPLICATION NO: 809-19
PERIOD FROM: 10-1-85
TO: 10-31-85

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 00532

ATTENTION: County Engineers Office
Mr. Karl Baker

CONTRACT FOR:
Fort Bend County Library
1001 Golfview
Richmond, Texas 77469

ARCHITECT'S
PROJECT NO: 82105

CONTRACT DATE: June 20, 1983

CONTRACTOR'S APPLICATION FOR PAYMENT

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 ... [GYS.] \$ 5,965,065.00
Net change by Change Orders \$ 830,343.00
CONTRACT SUM TO DATE \$ 6,795,408.00
TOTAL COMPLETED & STORED TO DATE \$ 6,493,214.00
(Column G on G703)
RETAINAGE _____% \$ 449,994.00
or total in Column I on G703
TOTAL EARNED LESS RETAINAGE \$ 6,043,220.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 5,847,441.00
CURRENT PAYMENT DUE \$ 195,779.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	TOTAL	889,425.00	59,081.96
Approved this Month			
Number	Date Approved		
TOTALS		889,425.00	59,081.96
Net change by Change Orders			830,343.00

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: WARRIOR CONSTRUCTORS, INC.

By: James A. Bush Date: 10-31-85

State of: TEXAS County of: Fort Bend
Subscribed and sworn to before me this 31st day of October 1985
Notary Public: Barbara Jean Martin Notary Public, Texas, State at Large
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 \$ 195,779.00
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: Donald McKinney Date: Nov. 13, 1985

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.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF PAGE

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: 809-19

APPLICATION DATE: 10-31-85

PERIOD FROM:

TO:

ARCHITECT'S PROJECT NO: 82105

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D			E WORK COMPLETED		F TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G-C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			Previous Applications	This Application Work in Place	Stored Materials (not in D or E)	Work in Place	Stored Materials (not in D or E)				
BP-1	Sitework	392,736	392,736	-0-	-0-	-0-	392,736	100	-0-	19,636	
BP-2	Structural	1,414,129	1,414,129	-0-	-0-	-0-	1,414,129	100	-0-	21,212	
BP-3	Precast & Granite	997,843	994,109	-0-	-0-	-0-	994,109	99	3,734	99,411	
BP-4	Interiors	448,425	379,835	37,090	-0-	-0-	416,925	93	31,500	41,693	
BP-5	Architectural Woodwork	169,000	11,863	88,667	-0-	-0-	100,530	59	68,470	10,053	
BP-6	Insulation	27,000	27,000	-0-	-0-	-0-	27,000	100	-0-	2,700	
BP-7	Roofing	133,800	133,800	-0-	-0-	-0-	133,800	100	-0-	13,350	
BP-8	Glazing w/Alt. #1	690,576	646,970	30,240	-0-	-0-	677,210	98	13,366	67,721	
BP-9	Plaster	98,390	93,620	4,770	-0-	-0-	98,390	100	-0-	9,839	
BP-10	Drywall	162,995	162,995	-0-	-0-	-0-	162,995	100	-0-	16,300	
BP-11	Tile	32,820	29,210	-0-	-0-	-0-	29,210	89	3,610	2,921	
BP-12	Acoustical	104,204	89,157	-0-	-0-	-0-	89,157	86	15,047	8,916	
BP-13	Flooring	164,930	133,872	-0-	-0-	-0-	133,872	81	31,058	13,387	
BP-14	Painting	36,408	21,845	3,641	-0-	-0-	25,486	70	10,922	2,549	
BP-15	Elevators	111,802	111,802	-0-	-0-	-0-	111,802	100	-0-	11,180	
BP-16	Heat., Vent., & A/C	458,428	463,744	-0-	-0-	-0-	463,744	99	4,684	46,374	
BP-17	Plumbing	145,062	144,312	-0-	-0-	-0-	144,312	99	750	14,431	
BP-18	Electrical	473,486	458,144	4,392	-0-	-0-	462,536	98	10,950	46,254	
	Testing Lab Allowance	19,472	20,350	23	-0-	-0-	20,373	100	(901)	2,037	
	Subtotals	6,091,506	5,729,493	168,823	-0-	-0-	5,898,316		193,190	449,994	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3 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: 809-19

APPLICATION DATE: 10-31-85

PERIOD FROM:

TO:

ARCHITECT'S PROJECT NO: 82105

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED		F Stored Materials (not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			Previous Applications	This Application	Work in Place	%				
	General Conditions	375,942	253,985	27,060	-0-	281,045	94,987			
	Bond, OP, ACC & B/R	68,453	55,513	8,600	-0-	64,113	4,340			
	Subtotal	6,535,901	6,038,991	204,483	-0-	6,243,474	292,427		449,994	
	FEE 4%	259,507	241,561	8,179	-0-	249,740	9,767			
	Subtotal	6,795,408	6,280,552	212,662	-0-	6,493,214	302,194	96	449,994	

WARRIOR CONSTRUCTORS, INC.

00535

ESTIMATE #809-19
DATE 10-31-85

LABOR

<u>KEY PAYROLL</u>	<u>AMOUNT</u>	
KEY LABOR	4,250.02	
<u>NON-UNION PAYROLL</u>		
FIELD OFFICE	<u>-0-</u>	
	4,250.02	
24% INSURANCE & TAXES	1,020.00	
24.8% FRINGE BENEFITS	<u>1,054.00</u>	
TOTAL KEY & NON-UNION PAYROLL		<u>6,324.02</u>
 <u>FIELD PAYROLL</u>		
<u>WEEK ENDING</u>	<u>AMOUNT</u>	
10-2-85	1,732.40	
10-9-85	979.72	
10-16-85	1,467.40	
10-23-85	1,752.40	
10-30-85	1,272.40	
	<u>7,204.32</u>	
24% INSURANCE & TAXES	1,729.04	
UNION BENEFITS - ATTACHED	<u>1,345.36</u>	
TOTAL FIELD PAYROLL		<u>10,278.72</u>
 TOTAL PAYROLL		<u><u>16,602.74</u></u>

00536

WARRIOR CONSTRUCTORS, INC.

ESTIMATE #809-19

DATE 10-31-85

EQUIPMENT RENT

OUTSIDE RENT

<u>DATE</u>	<u>INVOICE #</u>	<u>VENDOR</u>	<u>AMOUNT</u>
10-15-85	70623	Chem-Can Company, Inc.	315.00

TOTAL OUTSIDE RENT

315.00

COMPANY EQUIPMENT -

2,428.00

TOTAL RENT

2,743.00

WARRIOR CONSTRUCTORS, INC.

00537

ESTIMATE #809-19

DATE 10-31-85

MATERIAL

<u>DATE</u>	<u>INVOICE #</u>	<u>VENDOR</u>	<u>AMOUNT</u>
9-26-85	16170	The Asset Protection Group	2,663.00
10-25-85	16749/D217	The Asset Protection Group	1,578.00
10-29-85	10-29-85	The Asset Protection Group	4,359.00
Subtotal Bond, OP, AGC & B/R			8,600.00
10-22-85	2052009248	AT&T Information Systems	54.75
10-1-85	4297	CWD Waste Systems, Inc.	150.00
10-7-85	4324	CWD Waste Systems, Inc.	150.00
10-24-85	4395	CWD Waste Systems, Inc.	450.00
10-11-85	Sept 85	Glenn's Exxon Service Station	255.79
10-19-85	215954	Heights Auto Supply	13.50
10-11-85	10-11-85	HL&P	158.58
10-11-85	10-11-85	HL&P	5,844.60
10-14-85	10-14-85	HL&P	58.74
10-1-85	7493	Mr. Hardware	0.46
10-7-85	7643	Mr. Hardware	2.19
10-23-85	8089	Mr. Hardware	19.26
10-25-85	8180	Mr. Hardware	5.39
10-29-85	8258	Mr. Hardware	4.19
10-24-85	#29	Petty Cash	39.22
9-29-85	9-29-85	Southwestern Bell Telephone	268.02
10-5-85	10-5-85	Southwestern Bell Telephone	26.26
10-30-85	7176	Twin City Business Machines	6.50
10-8-85	10-8-85	The Warrior Group, Inc.	200.00
10-8-85	29710	Wessendorff Lumber Company	3.22
10-10-85	29811	Wessendorff Lumber Company	4.05
Subtotal General Conditions			7,714.72
TOTAL			16,314.72

00538

11/25 Agenda
14

November 18, 1985

0023

Judge Jodie Stavinoha
and Members of Commissioners Court
of Fort Bend County
P. O. Box 368
Richmond, Texas 77469

Dear Sirs:

It is our understanding on November 25 at 10 a.m. there will be a petition brought before the court to raise the speed limit on Florence Road to 45 m.p.h.

This letter is to reason with your sense of fairness in regards to this matter. Florence Road was originally a gravel road. We used to play in the road as children and at the most 10 cars a day came down it. Of course with the growth that we have seen and will continue to see the traffic has grown enormously to put it mildly. It seems everyone from Highway 6 cuts through to the Industrial Park and on to the Freeway. As I originally stated Florence Road started as a gravel road, no shoulders and fairly deep ditches on each side of the road. With progress the road has been asphalted. This road was not designed to handle the traffic that is on this road today.

The speed limit through the Industrial Park in Sugar Land is 30-35 m.p.h., through the streets in Covington Woods and Towne West Subdivisions are 30 m.p.h. with stop signs on every corner. Even in front of the Court House in Richmond the speed limit is 30 m.p.h! The residents on Oyster Creek Drive in Sugar Land are fighting to have their street closed to through traffic because of the volume of traffic cutting through to the freeway.

Everyone is always in a hurry these days to work and especially to get home. However, to increase the speed limit from 30 m.p.h. to 45 m.p.h. would only increase the risk of someone else getting injured or killed on this road that was not designed for this type of traffic...possibly one of our own children!

This whole "Florence Road" situation has gotten out of hand. What started out as a plea for help to slow down the traffic has turned into trading insults and personal vendettas. I think we all need to cool down and calmly figure out the best approach to slowing down the speeders on Florence Road.

However, we do not think raising the speed limit to 45 m.p.h. is the answer.

Judge Stavinoha and members of the Commissioners Court, we ask your help in finding an answer to this dilemma. If there is anything that we can do please let us know.

Thank you.

Sincerely,

THE RESIDENTS OF FLORENCE ROAD

cc: Commissioner Alton B. Pressley
State Representative Jim Tallas
Southwest Star
Sheriff Gus George

00539

NAME

ADDRESS

0029

Vernie Trojanowski 13703 Florence Road, S.L. 77478

Georgia Chernosky 13603 Florence Rd.

Morothy and Roy Kaske 13604 Florence Road, Sugar Land, 77478

Cheryl Chernosky 13605 Florence Rd.

Henry Heitman 13623 Florence Rd.

Alvin R. Zimhart 13619 Florence Rd.

Charles J. Hall 13700 Florence Rd.

OB Hill 13706 Florence Rd.

Alvin F. Zielke, Jr. 13636 Florence Rd.

Mrs Stanley Trojanowski 13635 Florence Rd.

Agnes J. Martin 13910 Florence Rd.

Mrs R. Denny Jumbell 13611 Florence Rd.

Joe A. Janacek 13806 Florence Rd.

14 Lillie Robinson 13627 Florence Rd.

00540

September 25, 1985

RECEIVED OCT 16 1985

112

We the people who travel Florence Road are taxpayers, and we think that 30 M.P.H. is too slow on Florence Road. We petition for the speed limit be raised. We do not think Florence Road should be a "speed trap".

- Robert M. [unclear] 10522 Stockman Ln, SLT 77478
- ~~Joe [unclear]~~ 10518 Stockman Ln, S.L.T. 77478
- A. Stewart Vance 14134 Towneaway Pt. SLT. 77478
- Mike Monney
- Harry Hale 9919 Old Towne Ln, SLT 77478
- Ray Williams 10519 Overview Dr SL. 77478
- Dr. Baicica 3826 CLARK TOWNE 77478
- Dickie Duplant 13806 Clark Towne Sugarland 77478
- J. H. Richard 10315 Hollow Canyon Ct SLT. 77478
- Ken Houston 10703 Parkland Woods SLT 77478
- J. [unclear] 9218 CHESNEY DOWNS - 77083
- Tom Fournier 10703 Parkland Woods Sugarland 77478
- Clara Reed 8914 La Quinta Mo. City 77459
- William Sheard 15002 Apple Dr. Sugar Land, TX 77478
- Doris Erbebeck Rt 1 Box 230
- Charles G. Craker 311 Oak Drive STAFFORD TX 77477

E. Thomas 3578 Alameda Geneva Rd
 Fe Va 7610 Cold Finch Hamble
 Nancy Denton 3540 Corder
 Wallis Corry 1079 Beechnut
 Jerry Hunt 1855 Wirt Rd.
 Rosie of Harris P.O. Box 1269 Rosentug, Pa. 77471
 Billy Rodman 3714 Coates
 Band Reiter 9727 TIMBERSIDE
 David Christopher 19826 Madder
 Betty Amos 11730 W. Little John
 Johnny Swain 13422 Greenbriar
 Bardo Swain 1907 Adams
 Daniel Swain 1846 Westmore
 Lena Ferro 13815 Templar Lane
 Erik Long 13915 Clearforest
 Susan W. Langerud 13915 Clearforest Drive
 Lou C. Ekblom 13919 Clearforest Dr.
 Thomas Heston 10738 Buckard Woods
 Jeffrey Prayers 13902 Bay Gardens
 Guy Kears 14111 Redbush
 Sam D. Fisher 10700 Spunk Fruit
 Tim [unclear] 10810 FOREST LEAF
 Mrs. W. H. [unclear] 10810 FOREST LEAF
 Wallace D. Sely Sr. 2725 Charles Lane
 Bibbie Sise 2633 Charles Ln.
 Duane Jordan 8011 Susieo
 Bay Aldrich 2620 Charles Ln.

00542

C. L. Chapman - 9922 E. 1st
Esther Seely - 2725 Charles Lane
Joyce Hensarling - 159 Bluebonnet
Vernon Hensarling - 159 Bluebonnet

September 25, 1985

We the people who travel Florence Road are taxpayers, and we think that 30 M.P.H. is too slow on Florence Road. We petition for the speed limit be raised. We do not think Florence Road should be a "speed trap."

Janice Hartman	13703 Oakwood	Sugar Land
Jeanne Sheard	14002 Apple Dr.	Sugar Land
Gerry A. Day		CHARLES LN
Cody Finch	2606 Charles Ln.	
Mark G. Finch	2606 Charles Ln.	
Alma J. Seely	1817 Spruce	
Walter D. Seely	1817 Spruce	
Ronald Hartman	13703 OAKWOOD	Sugar Land
David N. Hales	12710 Tennis Dr	
Josephine Wise	2633 Charles Lane	
John Wise	2633 Charles Lane	
Mike Ford	2701A Charles Lane	
Joey Ford	2701A Charles Lane	
Bob Warr	2734 Charles Lane	
Janey Simpson	10703 Spanish Grant	Sugar Land
C. Gay (Cindy)	2715 Charles Ln.	Sugar Land
Janice Harmon	6715 Leandra	Hou TX
William T. Eiley	10526 Belknap	Belknap Sugarland
Lawrence A. Allen Jr.	10510 Quail Ridge	Sugar Land
Judy Alley	10526 Belknap	Sugarland TX
John A. Brown	214 AVE 5	JARILLAN TX
Melvin Oliver	16622 Alice Foster	
Thomas H.	2234 Bondair Rd.	
Leah Soling	1110 MANOR GLEN DR	MISSOURI
Nancy Carter	6910 LA SALLE ST	
Quincy Novak	1021 Homestead	
Henry Thomas	6384 I Home Rd	
F. Zaby	7003 Hanerton	
Richard Tyler	8346 Whitecastle	Hanerton
Manuel Chas	1308 2-nd St.	ROSENBERG

00:54

COUNTY OF FORT BEND

Engineering Department

Stanley L. Kucherka, Jr. P. E.
Fort Bend County Engineer

P. O. Box 1028
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-2863

RECEIVED NOV 12 1985

November 7, 1985

Commissioner Alton B. Pressley
County Precinct #3
1809 Eldridge Rd.
Sugarland, Texas 77488

RE: Florence Rd. Traffic Study

Dear Sir:

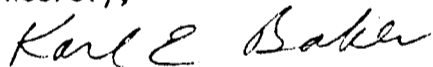
Attached please find a site location map, a detailed plan of Florence Rd. showing location of traffic counts, speed limit signs, and general topography from Burney Rd. to Eldridge Rd., and a speed survey.

A traffic study was made on Florence Road and best engineering judgement indicates no additional stop signs are required on Florence. This decision is based on the "Texas Manual on Uniform Traffic Control".

The speed survey shows that the 85 percentile speed is 48. Existing speed limit is 30 MPH and it is recommended that the limit be raised to 40 to 45 MPH.

Attached are copies of the "Texas Manual on Uniform Traffic Control" and a traffic safety program, which states that stop signs should not be used to control speed.

Sincerely,

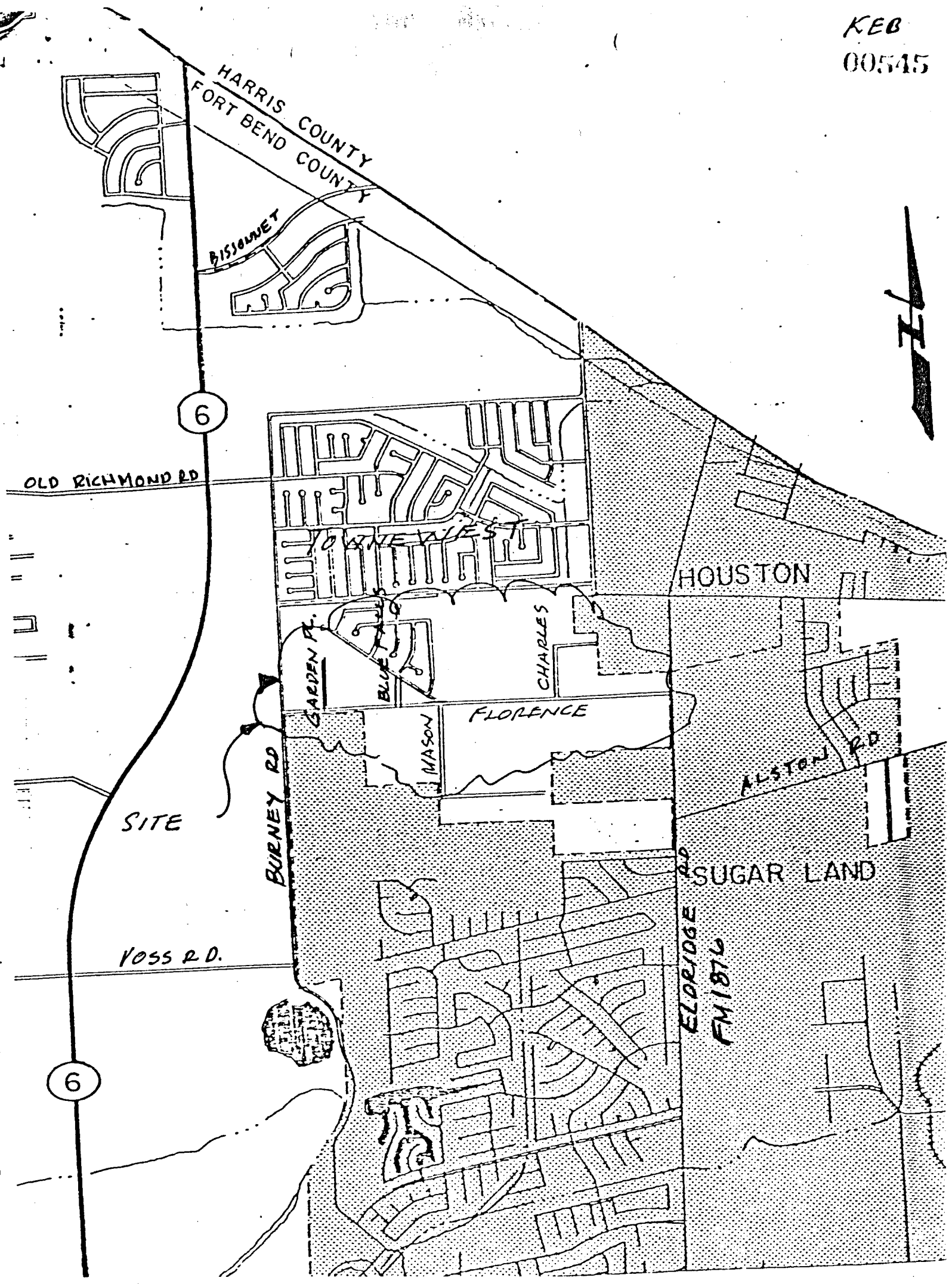


Karl E. Baker, P. E.
Assistant Engineer

KEB:rp

attachments

KEB
00545



00546

RADAR MOTOR VEHICLE SPEED
Field Tally Sheet

Date 11-4-85 County FT BEND Highway FLORENCE RD Location CHARLES ST.

Time: From 0735 A To 0810 A Weather CLEAR Surface Type ASPHALT Surface Condition (Wet) and (Smooth)
(Dry) and (Rough)

M.P.H.	AUTOMOBILES Direction (BOTH)	Cumu- lative Total	AUTOMOBILES Direction	Cumu- lative Total	Trucks Direction	Buses Direction
80						
80						
78						
76						
74						
72						
70						
68						
66						
64						
62						
60						
58						
57						
56	1	133				
55	1	132				
54	1	130				
52	HHH II	129				
50	HHH II	122				
48	*①II	115				
47	HHH HHI II	112				
46	HHH HHI HHI I	100				
44	HHH HHI HHI HHI	84				
42	HHH HHI HHI HHI III	64				
40	HHH HHI II	41				
38	HHH I	29				
37	HHH	23				
36	HHH IIII	19				
34	III	10				
32	I	7				
30	HHH	6				
28	I	1				
26						
24						
22						
20						
18						
16						
14						
12						
10						
8						
6						
4						
2						
0						

TOTAL CARS 133
85 Percentile Speed 48
Remarks:

$85\% \times 133 = 113 \text{ CAR} *$

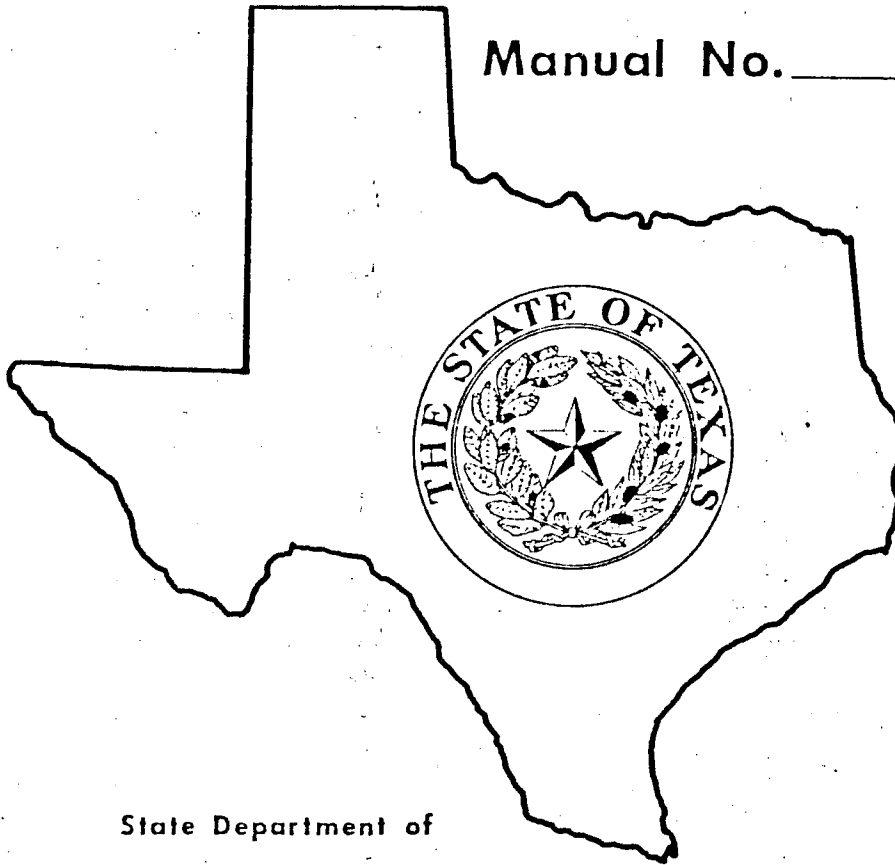
Recorder Karl Baker

00547

1980
TEXAS
MANUAL ON
UNIFORM TRAFFIC CONTROL DEVICES
FOR STREETS AND HIGHWAYS

802089

Manual No. _____



State Department of
Highways and Public Transportation
Austin, Texas



R1-1
30" x 30"



R1-3
12" x 6"



R1-4
18" x 6"

2B-4 Stop Sign (R1-1)

STOP signs are intended for use where traffic is required to stop. The STOP sign shall be an octagon with white message and border on a red background. The standard size shall be 30 x 30 inches. Where greater emphasis or visibility is required, a larger size is recommended. On low-volume local streets and secondary roads with low approach speeds, a 24 x 24 inch size may be used.

At a multiway stop intersection (sec. 2B-6), a supplementary plate (R1-3) should be mounted just below each STOP sign. If the number of approach legs to the intersection is three or more, the numeral on the supplementary plate shall correspond to the actual number of legs, or the legend ALL-WAY (R1-4) may be used. The supplementary plate shall have white letters on a red background and shall have a standard size of 12 x 6 inches (R1-3) or 18 x 6 inches (R1-4).

A STOP sign beacon or beacons may be used in conjunction with a STOP sign as described in section 4E-4.

Secondary messages shall not be used on STOP sign faces.

2B-5 Warrants for Stop Sign

Because the STOP sign causes a substantial inconvenience to motorists, it should be used only where warranted. A STOP sign may be warranted at an intersection where one or more of the following conditions exist:

1. Intersection of a less important road with a main road where application of the normal right-of-way rule is unduly hazardous.
2. Street entering a through highway or street.
3. Unsignalized intersection in a signalized area.
4. Other intersections where a combination of high speed, restricted view, and serious accident record indicates a need for control by the STOP sign.

STOP signs should never be used on the through roadways of expressways. Properly designed expressway interchanges provide for the

continuous flow of traffic, making STOP signs unnecessary even on the entering roadways. Where at-grade intersections are temporarily justified for local traffic in sparsely populated areas, STOP signs should be used on the entering roadways to protect the through traffic. STOP signs may also be required at the end of diverging roadways at the intersection with other highways not designed as expressways. In most of these cases, the speeds will not warrant any great increase in the sign sizes.

STOP signs shall not be erected at intersections where traffic control signals are operating. The conflicting commands of two types of control devices are confusing. If traffic is required to stop when the operation of the stop-and-go signals is not warranted, the signals should be put on flashing operation with the red flashing light facing the traffic that must stop.

Where two main highways intersect, the STOP sign or signs should normally be posted on the minor street to stop the lesser flow of traffic. Traffic engineering studies, however, may justify a decision to install STOP sign or signs on the major street, as at a three-way intersection where safety considerations may justify stopping the greater flow of traffic to permit a left-turning movement.

STOP signs may be used at selected railroad-highway grade crossings only after their need has been determined by a detailed traffic engineering study. Use of the STOP sign at railroad-highway grade crossings is described in Section 8B-9.

Portable or part-time STOP signs shall not be used except for emergency purposes. Also, STOP signs should not be used for speed control.

2B-6 Multiway Stop Signs

The "Multiway Stop" installation, is useful as a safety measure at some locations. It should ordinarily be used only where the volume of traffic on the intersecting roads is approximately equal. A traffic control signal is more satisfactory for an intersection with a heavy volume of traffic.

Any of the following conditions may warrant a multiway STOP sign installation (sec. 2B-4):

1. Where traffic signals are warranted and urgently needed, the multiway stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the signal installation.

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2. An accident problem, as indicated by five or more reported accidents of a type susceptible of correction by a multiway stop installation in a 12-month period. Such accidents include right- and left-turn collisions as well as right angle collisions.

3. Minimum traffic volumes:

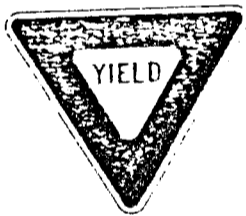
- (a) The total vehicular volume entering the intersection from all approaches must average at least 500 vehicles per hour for any 8 hours of an average day, and
- (b) The combined vehicular and pedestrian volume from the minor street or highway must average at least 200 units per hour for the same 8 hours, with an average delay to minor street vehicular traffic of at least 30 seconds per vehicle during the maximum hour, but
- (c) When the 85-percentile approach speed of the major street traffic exceeds 40 miles per hour, the minimum vehicular volume warrant is 70 percent of the above requirements.

An alternate set of warrants which utilize traffic volumes and delay is provided in the Appendix. The above warrants as well as those provided in the Appendix may be used in determining the justification of a multiway stop based on minimum traffic volumes.

2B-7 Yield Sign (R1-2)

The YIELD sign assigns right-of-way to traffic on certain approaches to an intersection. Vehicles controlled by a YIELD sign need stop only when necessary to avoid interference with other traffic that is given the right-of-way.

The YIELD sign shall be a downward pointing, equilateral triangle having a red border band and a white interior and the word YIELD in red inside the border band. The standard size shall be 36 x 36 x 36 inches.



R1-2
36" x 36" x 36"

2B-8 Warrants for Yield Signs

The YIELD sign may be warranted:

1. On a minor road at the entrance to an intersection where it is necessary to assign right-of-way to the major road, but where a stop is not necessary at all times, and where the safe approach speed on the minor road exceeds 10 miles per hour.

TX

2B-4

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EFFECTIVE PROMOTION
OF
TRAFFIC SAFETY PROGRAMS

Prepared by:

Vergil G. Stover, P.E.

Conducted by:

Public Works Training Division
Texas Engineering Extension Service
Texas A&M University System
College Station, Texas

drivers are traveling at this speed or slower while 15 percent are driving faster) the standard deviation and the skewness of the speed distribution are decreased. Accident involvement has been found to decrease with a decrease in these speed parameters.

Numerous studies have shown that compliance with arbitrarily set speed is extremely poor and may be counter-productive. The weight of evidence leads to the conclusion that speed variance and accident rates are directly related. Speed zoning concepts which result in the least variation in speeds within the traffic stream will provide the safest conditions.

Stop Signs

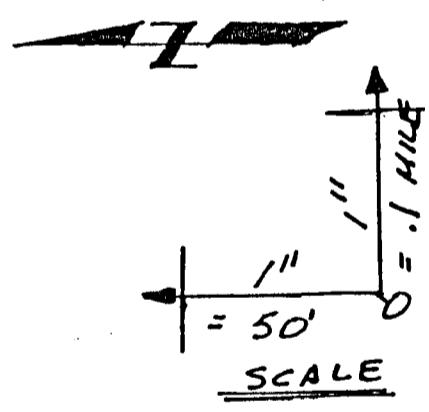
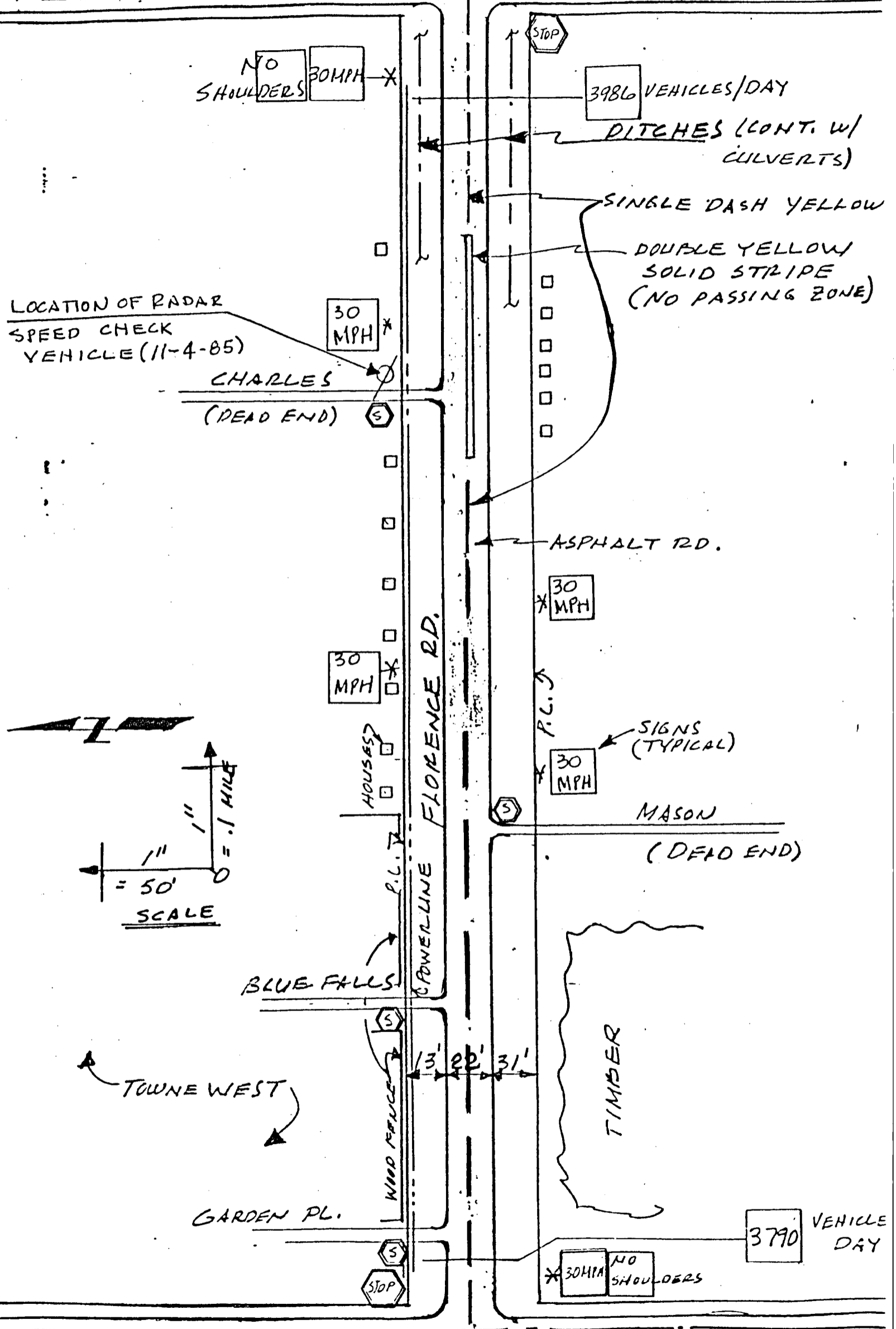
The stop sign is not a speed control device. Its use for this purpose is not permitted by the Manual on Uniform Traffic Control Devices. Consequently, erection of a stop sign for speed control will expose the city or county erecting the device to tort claims action. Furthermore, mid-block speeds may actually increase and create a more hazardous situation.

School Zones

Speed limits are commonly lowered near schools because of the perceived danger to children; speed limits of 20 or 25 mph are generally used. However, a study in Nebraska found no significant difference in pedestrian accident experience in cities that reduced speed limits in school zones and those which did not.

Various studies across the United States have found that compliance with school speed limits is poor. Compliance with a 25 mph limit at 51 locations in four states found compliance ranging from zero to 18 percent (Table 3-3). Studies have shown that the addition of flashing beacons generally results in a reduction in average speed of less than four mph with a reduction of ten mph reported at some sites.

FM 1876 00553
ELDRIDGE RD.



TOWNE WEST

BURNEY RD

0023

15. CONSIDER ACCEPTANCE OF THE FOLLOWING EASEMENTS: CARTER GROVES, KENNETH SMEREK, JOHN & ELFRIDE MADER & RANDY & BELINDA MACIK:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept Carter Groves, Kenneth Smerek, John & Elfride Mader & Randy & Belinda Macik easements.

16. CONSIDER APPROVAL OF A RESOLUTION APPROVING ISSUANCE BY FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORP. OF AN ISSUE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS (J.DONALD HULL DBA HULL AIRPORT PROJECT) SERIES 1985; AND APPROVING THE RESOLUTION OF THE ISSUER AUTHORIZING THE BONDS, THE ISSUANCE OF THE BONDS AUTHORIZED THEREBY AND THE PLAN OF FINANCING APPROVED THEREBY AND THE BOND DOCUMENTS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve Resolution approving issuance by Fort Bend County Industrial Development Corp. of an issue of Industrial Development Revenue Bond (J. Donald Hull dba Hull Airport project) Series 1985 and approving the resolution of the issuer authorizing the bonds, the issuance of the bonds authorized thereby and the plan of financing approved thereby and the bond documents. Amount of bond is \$5.7 million. (Recorded in minutes in full)

17. CONSIDER APPROVAL OF A RESOLUTION APPROVING AGREEMENT BY FORT BEND COUNTY HEALTH FACILITIES DEVELOPMENT CORP. TO ISSUE BONDS TO FINANCE A HEALTH FACILITY FOR CAMBRIDGE INTERNATIONAL OR AFFILIATES DBA ORCHARD CREEK RECOVERY CENTER:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve Resolution approving agreement by Fort Bend County Health Facilities Development Corp. to issue bonds to finance a health facility for Cambridge International or affiliates dba Orchard Creek Recovery Center. Amount of bond is \$1.6 million. (See further info. See COM 12-16-85)

18. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE CROSSING BAND RD. IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve application from Southwestern Bell Telephone to lay cable crossing Band Rd. in Precinct 1. (Recorded in minutes in full)

19. CONSIDER APPLICATION FROM ENTEX INC. TO LAY GAS LINES CROSSING FAIRCHILDS CREEK IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Entex Inc. to lay gas lines crossing Fairchilds Creek in Precinct 2. (Recorded in minutes in full)

20. ACCEPT ADDITIONAL STREETS IN SETTLERS GROVE, SECTION 1, INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept the following additional streets in Settlers Grove, Section 1, into the County Road Maintenance System in Precinct 4: (Recorded in minutes in full)

West Rangecrest Place	830 feet	0.157 miles
East Rangecrest Place	730 feet	0.138 miles
Flintrock Court	150 feet	0.028 miles
Bartons Court	120 feet	0.022 miles

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OFFICIAL RECORDS

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RIGHT-OF-WAY EASEMENT AGREEMENT
FORT BEND COUNTY

STATE OF TEXAS §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

That this Right-of-Way Easement Agreement is entered into as of the date last set forth herein, by and between CARTER GROVES, (hereinafter referred to as "Grantor"), and FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, (hereinafter referred to as "Grantee"), upon the terms and conditions hereunder set forth, and thus,

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain tract or parcel of land containing 17.335 acres, more or less, situated in the Emma Meyer Survey, Abstract No. 701, the F.A. Moers Survey, Abstract No. 695, and the H.& T.C.RR. Co. Survey, Section No. 8, Fort Bend County, Texas, (hereinafter referred to as the "Groves Tract"), having acquired said tract or parcel by Warranty Deeds recorded in Volume 993, Page 472 and in Volume 996, Page 52, both of the Deed Records of Fort Bend County, Texas, and which Groves Tract is out of and a part of Lots One (1) and Two (2), of the original Partition by the heirs of Marion Dzierzanowski and Kathrine Dzierzanowski, deceased, as evidenced by those certain Partition Deeds recorded in Volume 358, Pages 71, 78, 84, 90, 96, and 403, respectively, of the Deed Records of Fort Bend County, Texas, (said Deeds being hereinafter referred to collectively as the "Partition Deeds"), references to all of which instruments are herein made for all purposes; and,

WHEREAS, each of the Partition Deeds contained a covenant for the maintenance of certain drainage ditches, the location of which was evidenced by a map attached to each, to provide for the continued drainage of all of the land covered by the Partition Deeds; and,

WHEREAS, the passage of time, the failure to maintain the original drainage ditches free of natural undergrowth and other obstruction as well as the residential development of certain of the partition tracts including the development of roads and other passageways, have destroyed the effectiveness of the original drainage ditches as natural drainage courses, with the result that severe drainage problems exist on much of the property originally the subject of such Partition Deeds; and,

RETURN TO ELIDA

WHEREAS, Grantee, acting within its regulatory authority in the management of County flood control and in response to numerous complaints and demands by property owners affected by the lack of adequate drainage, has heretofore completed research into and has developed a proposal for the installation of a drainage channel and system over and across the Groves Tract; and,

WHEREAS, Grantee has requested of Grantor this Right-of-Way Easement (a) to facilitate the construction, maintenance, operation and repair of a drainage channel and system to be constructed in lieu of the drainage ditches represented by the covenants of the original Partition Deeds and (b) to alleviate the flood problems currently existing by providing for superior drainage and flood control of the affected properties; and,

WHEREAS, Grantor has agreed to convey such easement to Grantee in accordance with such request for and in consideration of the above premises and the further consideration of the certain covenants and conditions hereinafter set forth.

NOW, THEREFORE, the undersigned Grantor, whose address is 542 Stoneleigh Drive, Houston, Texas 77079, for and in consideration of (a) the benefits to be derived on account of and from the construction, operation and maintenance by Grantee of the drainage channel and system upon and through the land hereinafter described, and (b) the premises heretofore set forth and the covenants and agreements hereinafter provided, the sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, a Right-of-Way Easement for the purpose of constructing, maintaining, operating and repairing a drainage channel upon, over, through and across that certain tract or parcel of land in the County of Fort Bend, State of Texas, described as follows, to-wit:

Being a thirty (30) foot strip of land situated in the Emma Meyer Survey, Abstract No. 701, the F.A. Moers Survey, Abstract No. 695, and the H. & T.C.R.R. Co. Survey, Section No. 8, Fort Bend County, Texas, said thirty (30) foot strip of land being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes and more particularly designated by the cross-hatched area upon the drawing attached hereto as Exhibit "B" and made a part hereof for all purposes;

(said tract or parcel of land being hereinafter referred to as the "Right-of-Way Easement"); together with such rights and benefits as shall be reasonably necessary for the full enjoyment and use of the Right-of-Way Easement herein

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granted, including the right of ingress and egress to and from said drainage channel provided, however, that after construction of the drainage channel within the Right-of-Way Easement, said right of ingress and egress shall be limited to and shall be exercised only through Grantee's use of the Right-of-Way Easement herein conveyed or existing roads and passageways, except as shall be hereafter specifically set forth. Grantor further covenants and agrees that Grantee shall have the right from time to time to cut or trim and remove any trees and undergrowth within the Right-of-Way Easement, and abate any other obstruction upon the drainage channel that may injure, endanger or interfere with the construction, operation, maintenance and repair of the drainage channel.

I. Grantee, by execution hereof, covenants and agrees to do and perform all the following at its sole cost and expense;

A. To construct a drainage channel within the Right-of-Way Easement as close to the boundary lines of the Groves Tract as shall be possible in satisfaction of County Engineers requirements for said drainage channel.

B. To remove, during and after the drainage channel construction and during and after any and all drainage channel operation, any and all refuse, including but not limited to, shrubbery, trees, undergrowth, which shall be created by Grantee's conducting maintenance or repair operations within the Right-of-Way Easement.

C. To spread spoil dirt and excavated material (not refuse), upon and over portions of the Groves Tract immediately adjoining the Right-of-Way Easement herein granted, and, in this connection, Grantee will be allowed to operate such machinery as shall be reasonably necessary to accomplish such spreading and to clear such portions of the Groves Tract immediately adjoining the Right-of-Way Easement as shall be reasonably necessary to effect the spreading above described, provided, however, that (1) no refuse, including, but not limited to, dead trees, shrubbery and other undergrowth, shall be so spread, such refuse to be removed in accordance with provision (B) above, and (2) such spreading of spoil dirt and excavated material shall never be allowed to modify the topography of the Groves Tract, such that normal and regular drainage to and use of the drainage channel shall be obstructed.

D. To, at all times after doing any work in connection with the construction, maintenance, operation and repair of the drainage channel, restore the surface of the Groves Tract affected by the Right-of-Way Easement to the condition in which same was found before such work was undertaken, provided, however, that the spreading of spoil dirt and excavated material and the fine grading thereof in satisfaction of the provisions of Paragraph C above, shall satisfy this provision for all purposes.

E. To perform the work contemplated by the construction, maintenance, operation and repair of the drainage channel in such a manner as not to create a nuisance, and not to be detrimental to or create a hazard to the surface of the Groves Tract or the use thereof.

F. During the life of this Right-of-Way Easement, to repair all damage to roads, passageways and fences resulting from Grantee's use of and ingress and egress to and from said Right-of-Way Easement and to restore same to the previously existing condition.

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G. To support by written documentation and oral testimony, if requested by Grantor, the necessity of the creation of this Right-of-Way Easement and the drainage channel and system to be constructed thereon in lieu of the drainage ditches originally provided for in the Partition Deeds by the Dzierzanowski heirs, should such support of Grantor's or Grantee's action in this flood control management situation be required.

II. Grantor excepts from this grant and reserves to himself, his heirs and assigns, all of the following:

A. All of the oil, gas, sulphur and other minerals, of every nature and character, in, on, under or that may be produced from the property covered by said Right-of-Way Easement, provided, however, that during the life of this Right-of-Way Easement, Grantor does hereby waive and relinquish for himself, his heirs and assigns, any right Grantor may have to use the surface of the property covered by said Right-of-Way Easement for the purpose of exploration, production, storage or transportation, or any other use in connection with Grantor's mineral interests.

B. The right to use and fully enjoy the land embraced within the Right-of-Way Easement herein granted for any purposes which do not unreasonably interfere with or hinder Grantee's exercise of the easement rights and privileges conveyed herein.

C. The right to full use and enjoyment of the facilities offered by the drainage channel for the disposal of surface waters, rain or any excess waters collecting upon the Groves Tract, and in such connection, Grantor reserves the right, at his own expense, to construct and provide such ditches, drains and lateral courses connecting the Groves Tract or portions thereof with the drainage channel.

D. The right to construct and maintain upon and across that portion of the Right-of-Way Easement lying outside the drainage channel, curbs, steps, sidewalks, gutters, storm and other sewers, water lines, power and gas lines, pipelines, telephone and telegraph lines, a pumping plant, drainage ditches, drains or laterals, provided that neither the construction and maintenance of same nor the exercise of the rights or privileges herein reserved by Grantor may be used in any way which would unreasonably interfere with or hinder the rights granted herein to Grantee or that may injure, endanger, or interfere with the construction, operation, maintenance and repair of the drainage channel, and provided further, that same shall be constructed and maintained pursuant to standards and specifications established by Fort Bend County.

E. The right to grant to others easements upon and across those portions of the Right-of-Way Easement lying outside the drainage channel for the purposes of construction, maintenance, repair, replacement and removal of pipes and other lines, storms and other sewers, for transporting and furnishing gas, water, sewage, telephone, telegraph and power and other public utilities, provided that no right or privilege of Grantor may be exercised by Grantor in any manner which would unreasonably interfere with the rights herein granted to Grantee, or that may injure, endanger or interfere with the construction, operation, maintenance and repair of said drainage channel and provided further, that same shall be constructed and maintained pursuant to standards and specifications established by Fort Bend County.

This conveyance of a Right-of-Way Easement is expressly made and accepted subject to any and all valid and existing easements, restrictions, conditions and other encumbrances, if any, affecting title to the land covered hereby, as shown by the records in the Office of the County Clerk of Fort Bend County, Texas.

TO HAVE AND TO HOLD said Right-of-Way Easement unto Grantee, its successors and assigns, until and so long as Grantee shall maintain and operate the drainage channel in, upon, over and across said Right-of-Way Easement, provided, however, that it is agreed that, if at a future time Grantee, its successors or assigns, shall permanently cease to use said drainage channel for the purposes herein contained, and shall abandon same, then and in such event, this Right-of-Way Easement, together with all rights and interests held by Grantee, its successors and assigns, herein, by reason of this instrument, shall revert, pass to, and vest in the Grantor, his heirs and assigns.

EXECUTED this the 30th day of AUGUST, 1985.

GRANTOR:

Carter Groves
CARTER GROVES

GRANTEE:

FORT BEND COUNTY

BY: Jodie E. Stankin
County Judge

ATTEST:

BY: Deanne Nelson
Deputy County Clerk,
Fort Bend County, Texas
11-25-85

APPROVAL COMMISSIONERS' COURT

Approved by the Commissioners' Court of Fort Bend County, Texas, this 25 day of Nov, 1985.

John Douthett
Commissioner, Precinct 1

Bill Denton
Commissioner, Precinct 2

Jodie E. Stankin
County Judge

Alvin R. ...
Commissioner, Precinct 3

St. Douthett
Commissioner, Precinct 4

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STATE OF TEXAS §
COUNTY OF HARRIS Ft Bend §

This instrument was acknowledged before me on the 25 day of NOV, 1985, by J. STAVINOMA, County Judge of Fort Bend County, Texas, a body corporate and politic.

DiAnne Wilson
Name: DIANNE WILSON
Commission Expires: COUNTY CLERK

STATE OF TEXAS §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 30th day of AUGUST, 1985, by CARTER GROVES.

H Wayne White
Notary Public-State of Texas
Name: H WAYNE WHITE
Commission Expires: 4-18-88

Being a thirty (30) foot strip of land situated in the Emma Meyer Survey, Abstract No. 701, the F.A. Moers Survey, Abstract No. 695, and the H. & T.C.R.R. Co. Survey, Section No. 8, Fort Bend County, Texas, and being out of those certain tracts of land containing 10.00 acres and 8.08 acres, respectively, described in Warranty Deed recorded in Volume 996, Page 52 of the Deed Records of Fort Bend County, Texas, said thirty (30) foot strip of land being more particularly described by metes and bounds as follows, to wit:

COMMENCING at a point on the original centerline of Cottonwood Church Road marking the East corner of said Section #8, H. & T.C. Railroad Company Survey;

THENCE, North 45 deg. West, along a line in Cottonwood Church Road, 2513.00 feet to a point;

THENCE, South 45 deg. 02 min. West, 30.30 feet to an iron pipe found in the Southwest line of said road and the POINT OF BEGINNING of the herein described tract;

THENCE, South 45 deg. 02 min. West, 716.50 feet along the Southeast boundary line of the above referenced 10.00 acre tract to an iron pipe found for the most Southerly corner of said 10.00 acre tract and the most Southerly corner of the herein described tract;

THENCE, North 45 deg. 00 min. 50 sec. West, partially along a fence line, and along the Southwest boundary lines of the above referenced 10.00 and 8.08 acre tracts, respectively, 1038.99 feet to an iron pipe found for the most Westerly Northwest corner of the herein described tract;

THENCE, North 45 deg. 02 min. East, 30.00 feet to a point for corner of the herein described tract;

THENCE, South 45 deg. 00 min. 50 sec. East, thirty foot North-easterly of and parallel to the Southwest boundary lines of the above referenced 8.08 acre and 10.00 acre tracts, respectively, 1008.99 feet to the re-entrant corner of the herein described tract;

THENCE, North 45 deg. 02 min. East, thirty foot Northwesterly of and parallel to the Southeast boundary line of the above referenced 10.00 acre tract, 616.50 feet to a point for corner in the Southwest line of Cottonwood Church Road;

THENCE, South 45 deg. East, 30.00 feet along the Southwest line of Cottonwood Church Road to the PLACE OF BEGINNING.

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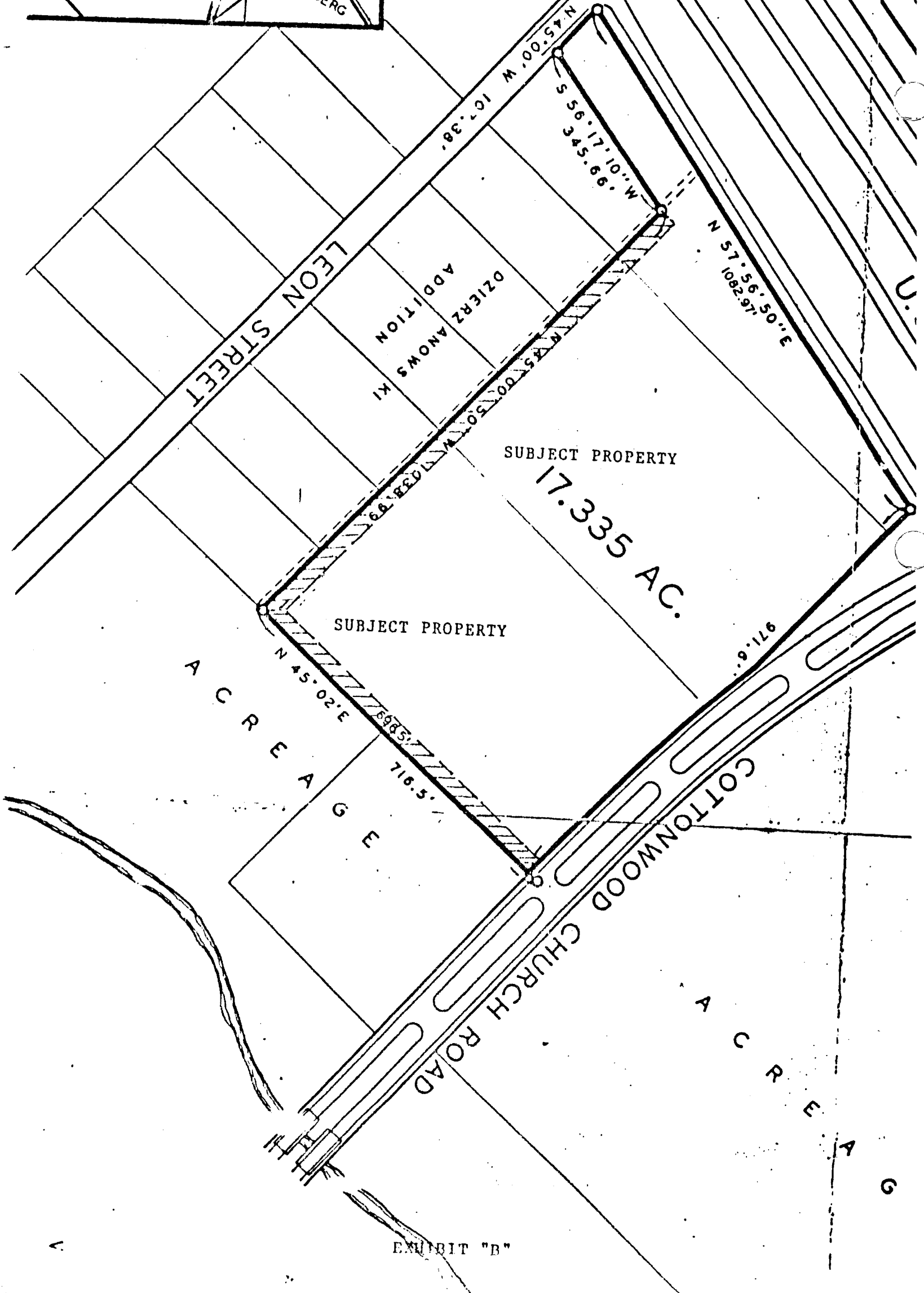
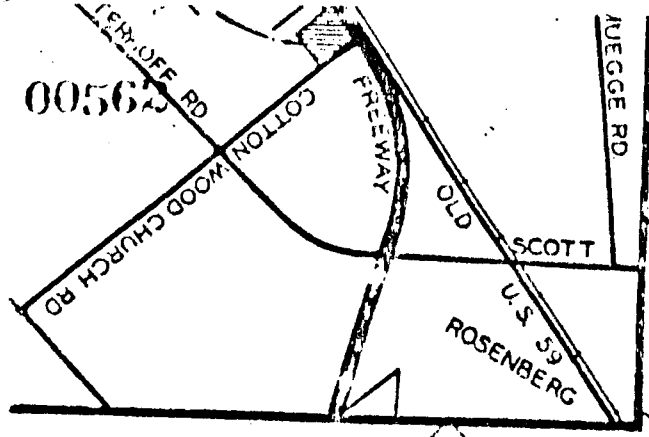


EXHIBIT "B"

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FILED

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Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded in
the volume and page of the named records of Fort Bend
County, Texas as stamped hereon by me on

DEC 2 1985



Dianne Wilson
County Clerk, Fort Bend Co., Tex.

00564

Boyd RD. Cul-DE-SAC

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COMPILED

RIGHT-OF-WAY

THE STATE OF TEXAS |
COUNTY OF FORT BEND |

KNOW ALL MEN BY THESE PRESENTS:

THAT Kenneth Smerek
P. O. Box 21
Damon, Texas 77430

of the COUNTY OF FORT BEND and STATE OF TEXAS, and in consideration of establishing and maintaining a Public Road or road ditch over and across the land hereinafter described, have Remised, Released and Quit-Claimed, and by these presents do Remise, Release and Quit-Claim, unto the said COUNTY OF FORT BEND the Right-of-Way over and across the following described land, situated in said COUNTY OF FORT BEND and STATE OF TEXAS, and described as follows, to-wit:

See Exhibit "A" and Exhibit "B"

TO HAVE AND TO HOLD the aforesaid Right-of-Way unto the said COUNTY OF FORT BEND to be used as a Public Road forever; provided, however, it is expressly agreed that the said Right-of-Way Grant shall automatically revert to Grantor whenever the same shall be abandoned or discontinued as a Public Road or road ditch; and provided further that, subject to said Right-of-Way use, in the meanwhile Grantor reserves and retains from the operation of this grant, all oil, gas, sulphur and other minerals in and under the said Right-of-Way Grant.

WITNESS HIS hand this 23rd day of August A.D. 19 85

Kenneth Smerek
Kenneth Smerek

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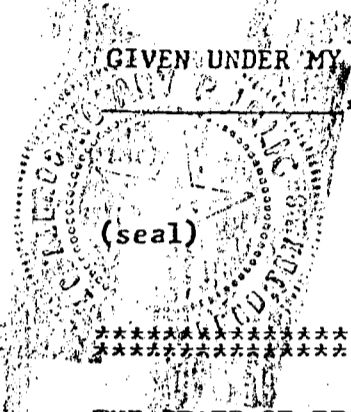
THE STATE OF TEXAS

COUNTY OF Fort Bend

BEFORE ME

Sandra K. Jentzen, Notary Public, in and for Fort Bend County, Texas, on this day personally appeared Kenneth Smerek known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of August, A.D. 1985.



Sandra K. Jentzen
Expiration: April 1, 1989
My Commission Expires:

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME

_____, in and for _____ County, Texas, on this day personally appeared _____, wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND SEAL OF OFFICE, this _____ day of _____, A.D. 19_____.

(seal)

My Commission Expires:

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME

_____, in and for _____ County, Texas, on this day personally appeared _____ and _____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____, wife of _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration herein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, A.D. 19_____.

(seal)

My Commission Expires:

AS PER ORIGINAL

Exhibit A

The COUNTY shall have a right-of-way being out of the original Lillie Schulz Wicks 60 Acre Tract (Vol. 347, Pg. 609; Deed Records) in the Southeast $\frac{1}{2}$ of the North $\frac{1}{4}$ of Section #34, H. & T. C. Railroad Company Survey, Abstract #593, Fort Bend County, Texas.

For Connection Begin at the South corner of the North $\frac{1}{4}$ of Section #34, H. & T. C. Railroad Company Survey; THENCE North 45° East, 2640 feet to a point; THENCE North 45° West, along a line in Jeske Road, 879.24 feet to a point; THENCE South 45° West at 30 feet begin centerline of an existing 60 foot road easement (Vol. 823, Pg. 70; Deed Records), in all 363 feet to a point; THENCE South 45° East, 52.45 feet to a point; THENCE South 45° West, along the centerline of said 60 foot road easement, and extension of 60 foot road easement, 1925.38 feet to a point for the North corner of a 2.0 Acre Tract of land, shown as Tract 12 on a plat prepared by Franklin Schodek, last revision dated October 24, 1979;

THENCE South 45° East, along the Northeast property line of Tract 12, 30 feet to a $\frac{1}{2}$ " iron pipe found marking the Southeast line of an existing 60 foot road easement (Vol. 823, Pg. 70; Deed Records) and Place of Beginning for this Tract;

THENCE South 45° East, along the Northeast property line of Tract 12, 20 feet to a point, being on the property line between Tract 11 and Tract 12 of said plat;

THENCE following along a curve to the right, being the circumference of a 50 foot radius cul-de-sac, centering at the North corner of said Tract 12, having a central angle of $53^{\circ}07'48''$, a chord length of 44.72 feet, an arc length of 46.36 feet to a point on the Southeast line of said 60 foot road easement;

THENCE North 45° East 40 feet along the Southeast line of Said 60 foot road easement to the Place of Beginning containing 0.013 Ac.

1799 572
OFFICIAL RECORDS

Exhibit B

The COUNTY shall have a right-of-way being out of the original Lillie Schulz Wicks 60 Acre Tract (Vol. 347, Pg. 609; Deed Records) in the Southeast $\frac{1}{4}$ of the North $\frac{1}{4}$ of Section #34, H. & T. C. Railroad Company Survey, Abstract #593, Fort Bend County, Texas.

For Connection Begin at the South corner of the North $\frac{1}{4}$ of Section #34, H. & T. C. Railroad Company Survey; THENCE North 45° East, 2640 feet to a point; THENCE North 45° West, along a line in Jeske Road, 879.24 feet to a point; THENCE South 45° West at 30 feet begin centerline of an existing 60 foot road easement (Vol. 823, Pg. 70; Deed Records), in all 363 feet to a point; THENCE South 45° East, 52.45 feet to a point; THENCE South 45° West, along the centerline of said 60 foot road easement, and extension of 60 foot road easement, 1925.38 feet to a point for the North corner of a 2.0 Acre Tract of land, shown as Tract 12 on a plat prepared by Franklin Schodek, last revision dated October 24, 1979;

THENCE South 45° West, 42.74 feet along the centerline of said 60 foot road easement to the Place of Beginning:

THENCE South 45° West 7.26 feet along the extension of the centerline of said 60 foot road easement to a point; THENCE following along a curve to the left being the circumference of a 50 foot radius cul-de-sac, centering at the North corner of said Tract 12, having a central angle of $31^{\circ}15'44''$, a chord length of 26.94 feet, an arc length of 27.28' feet to a point on the Southwest line of said 60 foot road easement; THENCE North 45° West, 25.95 feet along the Southwest line of said 60 foot road easement to the Place of Beginning, containing 0.003 Ac.

FILED

85 NOV 26 A9:53

STATE OF TEXAS COUNTY OF FORT BEND
 I, hereby certify that this instrument was filed on the
 date and time stamped hereon by me and was duly recorded in
 the volume and page of the named records of Fort Bend
 County, Texas as stamped hereon by me on

Dianne Wilson
 COUNTY CLERK
 FORT BEND COUNTY TEXAS



DEC 2 1985

Dianne Wilson
 County Clerk, Fort Bend Co., Tex.

8557393

1799 573

OFFICIAL RECORDS

RIGHT-OF-WAY

THE STATE OF TEXAS |

COUNTY OF FORT BEND |

KNOW ALL MEN BY THESE PRESENTS:

THAT John Mader and Elfride Mader
6202 Vicki John
Houston, Texas 77096

of the COUNTY OF FORT BEND and STATE OF TEXAS, and in consideration of establishing and maintaining a Public Road or road ditch over and across the land hereinafter described, have Remised, Released and Quit-Claimed, and by these presents do Remise, Release and Quit-Claim, unto the said COUNTY OF FORT BEND the Right-of-Way over and across the following described land, situated in said COUNTY OF FORT BEND and STATE OF TEXAS, and described as follows, to-wit:

Exhibit "A" and "B"

TO HAVE AND TO HOLD the aforesaid Right-of-Way unto the said COUNTY OF FORT BEND to be used as a Public Road forever; provided, however, it is expressly agreed that the said Right-of-Way Grant shall automatically revert to Grantor whenever the same shall be abandoned or discontinued as a Public Road or road ditch; and provided further that, subject to said Right-of-Way use, in the meanwhile Grantor reserves and retains from the operation of this grant, all oil, gas, sulphur and other minerals in and under the said Right-of-Way Grant.

WITNESS Conrad King hand 23 this Aug day of Aug A.D. 19 85
John Mader
Elfride Mader

RETURN TO ELIDA

THE STATE OF TEXAS

COUNTY OF Fort Bend

BEFORE ME

_____, in and for _____
County, Texas, on this day personally appeared John Mader
known to me to be the person whose name
subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23 day of Aug
1985, A.D. 1985.

(seal) Notary Fort Bend County
Constant Year

4-30-89
My Commission Expires:

THE STATE OF TEXAS

COUNTY OF Fort Bend

BEFORE ME

Elfriede Mader, in and for _____
County, Texas, on this day personally appeared
Elfriede Mader, wife of John Mader,
known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband, and having the same fully explained to her, she, the said _____
acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND SEAL OF OFFICE, this 23 day of Aug
Fort Bend, A.D. 1985.

(seal) Notary Fort Bend County
Constant Year

4-30-89
My Commission Expires:

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME

_____, in and for _____
County, Texas, on this day personally appeared _____
and _____, his wife, both known to me to be the
persons whose names are subscribed to the foregoing instrument, and acknowledged
to me that they each executed the same for the purposes and consideration therein
expressed, and the said _____, wife of _____
acknowledged such instrument to be her
act and deed, and she declared that she had willingly signed the same for the
purposes and consideration herein expressed, and that she did not wish to re-
tract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____
_____, A.D. 19_____.

(seal)

My Commission Expires:

OFFICIAL RECORDS

The COUNTY shall have a right-of-way being out of the original Lillie Schulz Wicks 60 Acre Tract (Vol. 347, Pg. 609; Deed Records) in the Southeast $\frac{1}{2}$ of the North $\frac{1}{4}$ of Section #34, H. & T. C. Railroad Company Survey, Abstract #593, Fort Bend County, Texas.

For Connection Begin at the South corner of the North $\frac{1}{4}$ of Section #34, H. & T. C. Railroad Company Survey; THENCE North 45° East, 2640 feet to a point; THENCE North 45° West, along a line in Jeske Road, 879.24 feet to a point; THENCE South 45° West at 30 feet begin centerline of an existing 60 foot road easement (Vol. 823, Pg. 70; Deed Records), in all 363 feet to a point; THENCE South 45° East, 52.45 feet to a point; THENCE South 45° West, along the centerline of said 60 foot road easement, and extension of 60 foot road easement, 1925.38 feet to a point for the North corner of a 2.0 Acre Tract of land, shown as Tract 12 on a plat prepared by Franklin Schodek, last revision dated October 24, 1979;

THENCE North 45° West, 30 feet to the Northwest right-of-way line of said 60 foot road easement and the Place of Beginning:

THENCE South 45° West, 40 feet along the Northwest line of said 60 foot road easement to a point;

THENCE following along a curve to the right, being the circumference of a 50 foot radius cul-de-sac, centering at the North corner of said Tract 12, having a central angle of $106^{\circ}15'36''$, a chord length of 80 feet, an arc length of 92.73 feet to a point on the Northwest line of said 60 foot road easement;

THENCE South 45° West, 40 feet along the Northwest line of said 60 foot road easement to the place of Beginning, containing 0.026 Ac.

1799 576
OFFICIAL RECORDS

Exhibit B

00571

The COUNTY shall have a right-of-way being out of the original Lillie Schulz Wicks 60 Acre Tract (Vol. 347, Pg. 609; Deed Records) in the Southeast $\frac{1}{4}$ of the North $\frac{1}{4}$ of Section #34, H. & T. C. Railroad Company Survey, Abstract #593, Fort Bend County, Texas.

For Connection Begin at the South corner of the North $\frac{1}{4}$ of Section #34, H. & T. C. Railroad Company Survey; THENCE North 45° East, 2640 feet to a point; THENCE North 45° West, along a line in Jeske Road, 879.24 feet to a point; THENCE South 45° West at 30 feet begin centerline of an existing 60 foot road easement (Vol. 823, Pg. 70; Deed Records), in all 363 feet to a point; THENCE South 45° East, 52.45 feet to a point; THENCE South 45° West, along the centerline of said 60 foot road easement, and extension of 60 foot road easement, 1925.38 feet to a point for the North corner of a 2.0 Acre Tract of land, shown as Tract 12 on a plat prepared by Franklin Schodek, last revision dated October 24, 1979;

THENCE South 45° West, 42.74 feet along the centerline of said 60 foot road easement to the Place of Beginning:

THENCE South 45° West 7.26 feet along the extension of the centerline of said 60 foot road easement to a point; THENCE following along a curve to the right being the circumference of a 50 foot radius cul-de-sac, centering at the North corner of said Tract 12, having a central angle of $31^{\circ}15'44''$, a chord length of 26.94 feet, an arc length of 27.28' feet to a point on the Southwest line of said 60 foot road easement; THENCE South 45° East 25.95 feet along the Southwest line of said 60 foot road easement to the Place of Beginning, containing 0.003 Ac.

FILED

'85 NOV 26 A9:53

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

DEC 2 1985



Dianne Wilson
County Clerk, Fort Bend Co., Tex.

OFFICIAL RECORDS

RIGHT-OF-WAY

THE STATE OF TEXAS |

COUNTY OF FORT BEND |

KNOW ALL MEN BY THESE PRESENTS:

THAT Randy Macik and Belinda Macik
Rt. 2 Box 1545
Needville, Texas 77461

of the COUNTY OF FORT BEND and STATE OF TEXAS, and in consideration of establishing and maintaining a Public Road or road ditch over and across the land hereinafter described, have Remised, Released and Quit-Claimed, and by these presents do Remise, Release and Quit-Claim, unto the said COUNTY OF FORT BEND the Right-of-Way over and across the following described land, situated in said COUNTY OF FORT BEND and STATE OF TEXAS, and described as follows, to-wit:

See Exhibit "A"

TO HAVE AND TO HOLD the aforesaid Right-of-Way unto the said COUNTY OF FORT BEND to be used as a Public Road forever; provided, however, it is expressly agreed that the said Right-of-Way Grant shall automatically revert to Grantor whenever the same shall be abandoned or discontinued as a Public Road or road ditch; and provided further that, subject to said Right-of-Way use, in the meanwhile Grantor reserves and retains from the operation of this grant, all oil, gas, sulphur and other minerals in and under the said Right-of-Way Grant.

WITNESS _____ hand _____ this _____ day of _____ A.D. 19 _____

[Handwritten Signature]
Belinda Macik

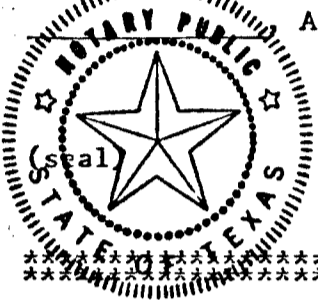
THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME

Lucy A. Zuniga, in and for Harris County, Texas, on this day personally appeared Robert Macit known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of August, A.D. 19 85.



LUCY A. ZUNIGA
Notary Public, State of Texas
My Commission Expires 08/02/86
My Commission Expires:

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME

Lucy A. Zuniga, in and for Harris County, Texas, on this day personally appeared Belinda P. Macit, wife of Robert Macit, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband, and having the same fully explained to her, she, the said Belinda P. Macit acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of August, A.D. 19 85.



LUCY A. ZUNIGA
Notary Public, State of Texas
My Commission Expires 08/02/86
My Commission Expires:

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME

_____, in and for _____ County, Texas, on this day personally appeared _____ and _____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____, wife of _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration herein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, A.D. 19 _____.

(seal)

My Commission Expires: _____

00574

1799 579
OFFICIAL RECORDS

Exhibit A

The COUNTY shall have a right-of-way being out of the original Lillie Schulz Wicks 60 Acre Tract (Vol. 347, Pg. 609; Deed Records) in the Southeast $\frac{1}{2}$ of the North $\frac{1}{4}$ of Section #34, H. & T. C. Railroad Company Survey, Abstract #593, Fort Bend County, Texas.

For Connection Begin at the South corner of the North $\frac{1}{4}$ of Section #34, H. & T. C. Railroad Company Survey; THENCE North 45° East, 2640 feet to a point; THENCE North 45° West, along a line in Jeske Road, 879.24 feet to a point; THENCE South 45° West at 30 feet begin centerline of an existing 60 foot road easement (Vol. 823, Pg. 70; Deed Records), in all 363 feet to a point; THENCE South 45° East, 52.45 feet to a point; THENCE South 45° West, along the centerline of said 60 foot road easement, and extension of 60 foot road easemnt, 1925.38 feet to a point for the North corner of a 2.0 Acre Tract of land, shown as Tract 12 on a plat prepared by Franklin Schodek, last revision dated October 24, 1979;

THENCE South 45° East, along the Northeast property line of Tract 12, 30 feet to a $\frac{1}{2}$ " iron pipe found marking the Southeast line of an existing 60 foot road easement (Vol. 823, Pg. 70; Deed Records) and Place of Beginning for this Tract;

THENCE South 45° East, along the Northeast property line of Tract 12, 20 feet to a point, being on the property line between Tract 11 & Tract 12 of said plat; THENCE following along a curve to the left, being the circumference of a 50 foot radius cul-de-sac, centering at the North corner of said Tract 12, having a central angle of $53^{\circ}07'48''$, a chord length of 44.72 feet, an arc length of 46.36 feet to a point on the Southeast line of said 60 foot road easement;

THENCE South 45° West, 40 feet along the Southeast line of said 60 foot road easement to the Place of Beginning, containing 0.013 Ac.

FILED

'85 NOV 26 A9:53

Dianna Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

DEC 2 1985



Dianna Wilson
County Clerk, Fort Bend Co., Tex.

NOV 15 1985

16

00575

MEMORANDUM

0023

November 14, 1985

TO: County Judge, Commissioners, and County Clerk of
Fort Bend County, Texas

FROM: Bob Casey, Jr., Bracewell & Patterson *BC*

RE: \$6,100,000 Fort Bend County Industrial Development
Corporation Industrial Development Revenue Bonds
(J. Donald Hull d/b/a Hull Airport Project),
Series 1985

Attached hereto for your information and review is a copy of Minutes and Certification attached to which is the form of Resolution which will be presented for adoption by Commissioners' Court at the November 25th meeting.

BC/pc
Attachment

LTRBCSc

0023

MINUTES AND CERTIFICATION

STATE OF TEXAS §
COUNTY OF FORT BEND §

On the ___ day of _____, 1985, the Commissioners Court of the County of Fort Bend, Texas, convened in Regular Meeting at the regular meeting place thereof in the County Courthouse, the meeting being open to the public and notice of such meeting, giving the date, hour, place and subject thereof, having been posted as prescribed by Article 6252-17, V.A.T.C.S., and the roll of the duly constituted officers and members of the Commissioners Court was called, which officers and members are as follows, to-wit:

Jodie E. Stavinoha, County Judge	Johnnie Putska)	
Dianne Wilson, County Clerk	Ben Denham)	Commissioners
	Alton B. Pressley)	
	Bob Lutts)	

and all of such persons were present, except the following absentees: NONE, thus constituting a quorum. Whereupon, among other business, the following was transacted, to-wit: a written Resolution bearing the following caption was introduced:

A Resolution approving issuance by Fort Bend County Industrial Development Corporation of an issue of Fort Bend County Industrial Development Corporation Industrial Development Revenue Bonds (J. Donald Hull d/b/a Hull Airport Project) Series 1985; and approving the Resolution of the Issuer authorizing the Bonds, the issuance of the Bonds authorized thereby and the plan of financing approved thereby and the Bond Documents

The Resolution, a full, true and correct copy of which is attached hereto was read and reviewed by the Commissioners Court.

Upon motion duly made and seconded, the Resolution was finally passed and adopted by the following vote:

AYES:

NOES:

The Presiding Officer then declared the Resolution passed and signed and approved the same in the presence of the Commissioners Court.

MINUTES APPROVED AND CERTIFIED TO BE TRUE AND CORRECT and to reflect accurately the duly constituted officers and members of the Commissioners Court of such County, and the attached and following copy of such Resolution is

00577

hereby certified to be a true and correct copy of an official copy thereof on file among the official records of the County, all on this Nov 25, 1985.

Judith E. Starinoka
County Judge, County of Fort Bend, Texas

ATTEST:

Deanne Wilson
County Clerk, County of Fort Bend, Texas

[SEAL]

RESOLUTION NO. _____

A RESOLUTION APPROVING ISSUANCE BY FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION OF AN ISSUE OF FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION INDUSTRIAL DEVELOPMENT REVENUE BONDS (J. DONALD HULL d/b/a HULL AIRPORT PROJECT) SERIES 1985; APPROVING THE RESOLUTION OF THE ISSUER AUTHORIZING THE BONDS, THE ISSUANCE OF THE BONDS AUTHORIZED THEREBY AND THE PLAN OF FINANCING APPROVED THEREBY AND THE BOND DOCUMENTS

WHEREAS, the County of Fort Bend (the "Unit") has approved and authorized the creation of Fort Bend County Industrial Development Corporation (the "Issuer") as a Texas nonprofit corporation, pursuant to the Development Corporation Act of 1979, as amended, Article 5190.6, Vernon's Annotated Texas Civil Statutes (the "Act"), to act on behalf of the Unit to promote and develop industrial and manufacturing enterprises; and

WHEREAS, the Issuer is authorized by the Act to issue its revenue bonds on behalf of the Unit for the purpose of paying all or part of the costs of a "project", as defined in the Act, and to loan the proceeds thereof to finance all or part of the costs thereof; and

WHEREAS, the Issuer, by resolution (the "Bond Resolution") adopted November 22, 1985, has authorized the issuance and sale of its Industrial Development Revenue Bonds (J. Donald Hull d/b/a Hull Airport Project) Series 1985 (the "Bonds"), in an aggregate principal amount not to exceed \$5,700,000, and by the Bond Resolution has also authorized a Loan Agreement with J. Donald Hull d/b/a Hull Airport (the "Company") wherein the Issuer agrees to issue and sell the Bonds to provide funds to finance a certain project of the Company (the "Project") located within the Unit, and certain other agreements of the Issuer in connection therewith (collectively, the Loan Agreement and such other agreements shall be referred to as the "Bond Documents"); and

WHEREAS, the Act requires that the governing body of the Unit approve, by written resolution, any agreement to issue bonds approved by the Issuer; and

WHEREAS, Section 103(k) of the Internal Revenue Code of 1954, as amended, requires the Unit's approval of the issuance of the Bonds and authorizes its approval of a plan of financing additional facilities related to the Project after a public hearing following reasonable public notice; and

WHEREAS, the Issuer conducted such a public hearing on November 22, 1985, following publication of notice thereof; and

WHEREAS, this Commissioners Court has reviewed the Bond Resolution and the minutes relative thereto and, by adoption of this Resolution, intends to approve the Bond Resolution, the issuance of the Bonds, the plan of financing approved by the Bond Resolution and the Bond Documents and to make the findings required by the Act to approve the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF FORT BEND, TEXAS:

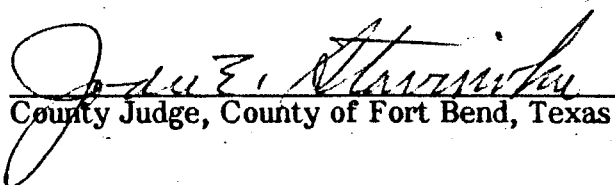
Section 1. The Unit, acting by and through this Commissioners Court, hereby approves:

- (a) the Bond Resolution and the plan of financing approved thereby;
- (b) the issuance of the Bonds in the amount and for the purposes referred to in the preambles hereof and as described in the Bond Documents; and
- (c) the Bond Documents, copies of which are on file among the records of this meeting.


Section 2. The Unit, acting by and through this City Council, hereby assigns to the Issuer that amount of the state private activity bond ceiling, available to bond issuing authorities in the State of Texas under Section 103(n) of the Code, that is allocated to the Unit with respect to the Bonds pursuant to House Bill 690, 69th Legislature, Regular Session, 1985.

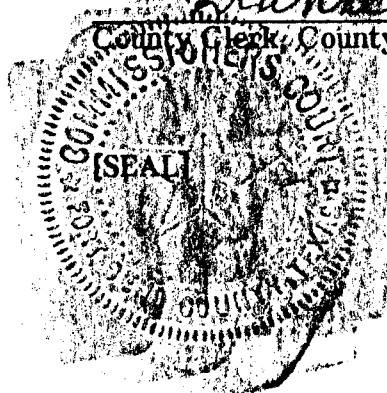
Section 3. This Resolution shall take effect immediately from and after its adoption.

PASSED AND APPROVED this November 25 1985.


County Judge, County of Fort Bend, Texas

ATTEST:


County Clerk, County of Fort Bend, Texas



MINUTES AND CERTIFICATION

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

The Board of Directors of Fort Bend County Industrial Development Corporation convened in public meeting on the date and at the hour and place specified in the notice of the public hearing conducted at such meeting (a copy of which notice is incorporated in the hereinbelow specified Resolution), such notice having been published in at least one newspaper of general circulation in the County of Fort Bend, Texas, pursuant to Section 103(k) of the Internal Revenue Code of 1954, as amended, and, in addition, notice of such meeting having been posted as prescribed by Article 6252-17, V.A.T.C.S., in substantially the form as the Form of Posted Notice attached to these Minutes as Exhibit A, a copy of which notice as posted is attached to these Minutes as Exhibit B, and the roll of the duly constituted officers and members of the Board of Directors was called, which officers and members are as follows, to-wit:

Leonard Scarcella, President	Jodie E. Stavinoha)	
Alton B. Pressley, Vice President	Mike Saenz)	
Maurice Berkman, Secretary	Ervin Randermann, Jr.)	
	Ed Dozier)	
	Johnny Nelson)	
	William McNeil)	
	Sue Troyan)	
	Eugene Demney)	Boardmembers
	Willie Poncik)	
	Keith Crawford)	
	Lynette Self)	
	Walter McMeans)	
	G. W. Longserre)	
	Johnnie Putska)	
	Ben Denham)	
	Bob Lutts)	
	John Stern)	

and all of such persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted, to-wit: a written Resolution bearing the following caption was introduced:

A Resolution providing for the financing by Fort Bend County Industrial Development Corporation of the J. Donald Hull d/b/a Hull Airport Project under the Development Corporation Act of 1979; authorizing and providing for the issuance of the Bonds herein described; authorizing the execution, delivery and acceptance of certain agreements and documents in connection therewith; confirming the sale of such Bonds; approving a plan of financing; and resolving related matters

The Resolution, a full, true and correct copy of which is attached hereto, was read and reviewed by the Board of Directors.

Thereupon, the Presiding Officer instructed the Board of Directors that, if any member has a substantial legal or equitable ownership interest in, or has received a substantial amount of money from, J. Donald Hull d/b/a Hull Airport or any other business entity that would receive an economic benefit as a result of the Board of Directors' vote on the Resolution, or if any member knows of any of his or her relatives, by blood or marriage, who have a substantial ownership interest in, or who have received a substantial amount of money from, such business entities, that member must (1) abstain from participating in the discussion and in the vote on the Resolution, and (2) before such vote is taken, file an affidavit with the Secretary stating the nature of such ownership interest or such receipt of money. A copy of each such affidavit that was so filed is attached to these Minutes as an exhibit.

The following members of the Board of Directors abstained pursuant to the foregoing instruction: _____.

Thereupon, the Presiding Officer declared open the meeting for the purpose of conducting a public hearing on the proposed issuance of the bonds, the facilities to be financed thereby and the plan of financing specified in the Resolution. All persons desiring to comment with respect to the issuance of the bonds, the facilities to be financed thereby and the plan of financing were invited to address the Board of Directors. The identity of the persons who addressed the Board of Directors and a summary of their comments is attached to these Minutes as Exhibit C. After all persons present desiring to speak had addressed the Board of Directors, upon motion duly made and seconded, the public hearing was declared closed by the following vote:

AYES:

NOES:

ABSTENTIONS:

Upon motion duly made and seconded, the Resolution was finally passed and adopted by the following vote:

AYES:

NOES:

ABSTENTIONS:

The Presiding Officer then declared the Resolution passed and signed and approved the same in the presence of the Board of Directors.

MINUTES APPROVED AND CERTIFIED TO BE TRUE AND CORRECT and to reflect accurately the duly constituted officers and members of the Board of Directors of Fort Bend County Industrial Development Corporation, and the attached and following copy of such Resolution is hereby certified to be a true and correct copy of an official copy thereof on file among the official records of Fort Bend County Industrial Development Corporation, all on this 22nd day of November, 1985.

00582

Authorized Officer

Title: _____

ATTEST:

Authorized Officer

Title: _____

[SEAL]

EXHIBIT A

Form of Posted NoticeNOTICE OF MEETING OF
FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION

Fort Bend County Industrial Development Corporation (the "Issuer") will hold a public meeting at 12:00 noon on November 22, 1985, at the Fort Bend County Courthouse Annex, in Richmond, Texas.

The agenda will include:

1. the holding of a public hearing on the proposed issuance by the Issuer of one or more series of revenue bonds in an aggregate principal amount not to exceed \$6,100,000 (the "Bonds") to finance or refinance the cost of an airport facility or facilities for J. Donald Hull d/b/a Hull Airport (the "Project") to be located within the County of Fort Bend, Texas, and any plan of financing related to the Project; and
2. the consideration of a resolution providing for the financing by the Issuer of the Project, authorizing and providing for the issuance and confirming the sale of the Bonds, approving any plan of financing relating to the Project and resolving related matters.

POSTED this ___ day of _____, 1985, at _____ .m. at _____ in accordance with Article 6252-17, Vernon's Annotated Texas Civil Statutes, as amended.

[signature]
[President or Secretary],
Fort Bend County Industrial Development
Corporation

00584

EXHIBIT B

Copy of Posted Notice

[attach copy of notice as posted here]

EXHIBIT C

Summary of Comments at Public Hearing
held by Fort Bend County Industrial Development Corporation

1. [name of witness]
J. Donald Hull d/b/a Hull Airport
P.O. Box 1405
Sugarland, Texas 77487

Summary of Comments: _____

2. [name of witness]
[name of firm represented]
[address]

Summary of Comments: _____

3. [name of witness]
[name of firm represented]
[address]

Summary of Comments: _____

A RESOLUTION

PROVIDING FOR THE FINANCING BY FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION OF THE J. DONALD HULL d/b/a HULL AIRPORT PROJECT UNDER THE DEVELOPMENT CORPORATION ACT OF 1979; AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF THE BONDS HEREIN DESCRIBED; AUTHORIZING THE EXECUTION, DELIVERY AND ACCEPTANCE OF CERTAIN AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; CONFIRMING THE SALE OF SUCH BONDS; APPROVING A PLAN OF FINANCING; AND RESOLVING RELATED MATTERS

WHEREAS, pursuant to the Development Corporation Act of 1979, as amended, Article 5190.6, Vernon's Texas Civil Statutes (the "Act"), this nonprofit corporation (the "Issuer") is authorized to issue its revenue bonds to finance the costs of any "project" as defined in the Act to enable the Issuer to promote industrial and commercial development and expansion, employment and the public welfare within the State of Texas (the "State"); and

WHEREAS, in view of a certain resolution adopted by the Issuer on September 10, 1984, in which the Issuer took "official action," within the meaning of Section 103(b) of the Internal Revenue Code of 1954, as amended (the "Code"), J. Donald Hull d/b/a Hull Airport (the "Company") has been authorized to acquire, construct or improve certain real estate and/or personalty (the "Project") within the County of Fort Bend, Texas (the "Unit") of a character that will accomplish the purposes of the Act, and the Issuer hereby agrees to issue a series of revenue bonds to finance the Project, all as set forth in the agreements and documents herein approved; and

WHEREAS, this Board of Directors deems it appropriate and advisable to authorize the issuance and confirm the sale of such bonds and to authorize the execution and delivery of the appropriate agreements, indenture, contracts and other debt and security documents hereinafter approved; and

WHEREAS, Section 103(k) of the Code requires a public hearing on any issue of industrial development bonds following reasonable public notice and authorizes the approval of a plan of financing additional facilities related to the Project; and

WHEREAS, this Board of Directors, pursuant to Section 103(k) of the Code, after giving reasonable public notice, in substantially the form and substance appearing in Exhibit A hereto, by having the notice published at least one time in a newspaper of general circulation in the County of Fort Bend, as shown on the affidavit of publication attached hereto as Exhibit B, and before the adoption of this Resolution, conducted a public hearing on the issuance of the bonds authorized hereby, the facilities to be financed with the bonds and the plan of financing approved hereby;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION, as follows, to-wit:

Section 1. The capitalized terms used in this Resolution shall have the meanings prescribed for such terms in the Financing Documents and Bond Documents as defined in that certain "Loan Agreement" (the "Agreement"), attached hereto and approved hereby, to be executed between the Issuer and the Company.

Section 2. This Board, acting on behalf of the Issuer, hereby finds, determines and declares, but solely for its own purposes in performing its duties under the Act and the regulations of the Commission, that:

(a) the Project is in furtherance of the public purposes of the Act and is required or suitable for the promotion of development and expansion of an airport;

(b) the Project will contribute to the economic growth or stability of the Unit by increasing or stabilizing employment opportunity, significantly increasing or stabilizing the property tax base and promoting commerce within the Unit and the State; and

(c) the material requirements for and prerequisites to final approval of the Company's request to the Issuer to finance the Project through the issuance of the Bonds have been or will be met by the Company and the instruments and documents herein approved are in form and substance satisfactory to this Board.

Section 3. The Issuer, acting by and through this Board, hereby approves and authorizes the execution and delivery of the Bond Documents and the performance of the Issuer's obligations thereunder, attached hereto and filed herewith as a part of the permanent records of the Issuer, and all other agreements, contracts and other documents required thereby to which the Issuer is a party.

Section 4. The form and content of the Closing Documents may be in such form and content as the President or any officer authorized by the Issuer Documents to act in place of the President and Bond Counsel may approve.

Section 5. The Issuer hereby authorizes and directs Bond Counsel to submit this Bond Resolution and all other necessary and appropriate documents to the governing body of the Unit and the Commission for their respective consideration and approval in accordance with the Act, and upon receipt of such approval, the Issuer:

(a) authorizes the issuance of the Bonds, in an aggregate principal amount not to exceed \$5,700,000, in accordance with the Indenture and directs the authentication and delivery thereof to or upon the order of the Purchaser(s) and upon satisfaction of the conditions contained in the Indenture;

(b) authorizes the President or any officer of the Issuer to execute the written order required by Section 4.08 of the Indenture, directing the payments from the proceeds of the Bonds of the fees, costs and expenses; and

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(c) directs that the form of the Bonds prescribed in the Indenture be completed in such manner as will cause the Bonds to conform to all provisions thereof.

Section 6. (a) The President or Vice President (each as an authorized officer) and the Secretary or Assistant Secretary of the Issuer are hereby empowered to do all things necessary to:

(i) act on behalf of the Issuer in executing and delivering the Bond Documents and other agreements approved or authorized hereby;

(ii) deliver the Bonds as quickly as may be practicable hereafter;
and

(iii) perform all obligations of the Issuer in accordance with the Bond Documents where applicable to the Issuer in order to fulfill the purposes thereof and this Bond Resolution.

(b) In the performance of this authority and directive either of such officers, with the concurrence of the Company and the Purchaser(s), is authorized, if requested by the Company and the Purchaser(s), to consent to changes or revisions, including changes or revisions in dates, in the provisions the Bonds and in the documents herein authorized and approved, including any required corresponding changes in the text of the redemption provisions for the Bonds prescribed herein; provided that, no such change or revision shall increase the aggregate principal amount of the Bonds, and as to other changes, such officers shall be advised by:

(i) Bond Counsel that such changes or revisions do not place any burdens or obligations on the Issuer which are contrary to the Act or any local regulations of the Issuer; and

(ii) the Purchaser(s) that such changes do not materially and adversely affect the legal security for the Bonds as herein approved and are accepted and approved by such Purchaser(s).

(c) Execution of such documents by either of such authorized officers shall be conclusive evidence of approval thereof in accordance with this Bond Resolution and the authority herein granted.

Section 7. The Issuer, acting by and through this Board, hereby approves, as a "plan of financing," within the meaning and for the purposes of Section 103(k) of the Code, the financing of the acquisition, construction and equipping of improvements, renovations and expansions of the Project, including any additional related facilities (including land).

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Section 8. This Bond Resolution and the approvals and authority herein granted shall be effective immediately.

ADOPTED this _____, 1985.

Authorized Officer

ATTEST:

Authorized Officer

[SEAL]

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EXHIBIT A

Form of Published Public Hearing Notice

PUBLIC HEARING NOTICE

0219x

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EXHIBIT B

Affidavit of Publication of Hearing Notice

[attach affidavit here]

0219x

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Draft of:
11/08/85
11/20/85

LOAN AGREEMENT

between

FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION

and

J. DONALD HULL d/b/a HULL AIRPORT

Pertaining to

Fort Bend County Industrial Development Corporation
Industrial Development Revenue Bonds
(J. Donald Hull d/b/a Hull Airport Project)
Series 1985

Dated as of December 1, 1985

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EXECUTION

EXHIBIT A

Economic Life of Project

STATE OF TEXAS §
 § LOAN AGREEMENT
FORT BEND COUNTY §

LOAN AGREEMENT dated as of December 1, 1985, between FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION (the "Issuer"), a Texas nonprofit corporation, and J. DONALD HULL d/b/a HULL AIRPORT (the "Company"), a sole proprietorship.

WITNESSETH:

WHEREAS, the Act (as defined herein) empowers the Issuer to issue its revenue bonds on behalf of the County of Fort Bend, Texas (the "Unit"), to finance the cost of any "project," as defined in the Act; and

WHEREAS, pursuant to the Act, the Issuer proposes to sell its Industrial Development Revenue Bonds (J. Donald Hull d/b/a Hull Airport Project) Series 1985 (the "Bonds"), in the aggregate principal amount of \$5,700,000, and to loan the proceeds thereof to the Company for the purpose of financing the cost of acquisition, construction and installation of the Project (as defined herein); and

WHEREAS, the Bonds shall be secured by the revenues and proceeds derived from the Financing Documents (as defined herein); and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and the mutual benefits, covenants and agreements herein expressed, the Issuer and the Company agree as follows:

ARTICLE I

Definitions and Rules of Construction

SECTION 1.01. Definitions.

When used in this Agreement, capitalized terms shall have the meanings specified in this Section unless the context clearly otherwise requires.

Act - The Development Corporation Act of 1979, as amended, Article 5190.6, Vernon's Annotated Texas Civil Statutes, together with any rules promulgated thereunder by the Commission.

Administration Expenses - The fees and expenses of the Issuer, the Trustee and any agent acting on behalf of the Trustee, respectively, including their counsel fees, for the performance of their duties under and the administration of the Bond Documents and the Financing Documents.

Agreement - This Loan Agreement and any amendments and supplements hereto.

Authorized Representative - One or more individuals designated to act on behalf of the Company by written certificate furnished to the Trustee containing the specimen signature of each such individual and signed on behalf of the Company by a representative thereof authorized to do so.

Board - The Board of Directors of the Issuer and the governing body of any successor to the rights and obligations thereof.

Bond or Bonds - The Bonds issued under the Indenture.

Bond Counsel - The "Bond Counsel" as defined in the Indenture.

Bond Documents - Collectively, this Agreement, the Indenture and the Bonds.

Bond Fund - The fund by that name created in Article IV of the Indenture.

Bond Obligations - All obligations to pay unpaid principal, interest and any premium relating to the Bonds pursuant to the Bond Documents.

Bond Resolution - The resolution adopted by the Board on November 22, 1985, authorizing the issuance of the Bonds.

Bondholder or holder - The registered owner of any Bond, as such ownership appears on the Bond registration books kept by the Trustee.

Closing - The concurrent delivery of the Bonds against payment therefor and the making of the Loan.

Closing Date - The date of the Closing.

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Closing Documents - The opinions, certificates and other documents and instruments required to be delivered at the Closing by the Issuer, the Company, the Trustee, the Purchaser and other parties to the Financing Documents.

Code - The Internal Revenue Code of 1954, as amended, together with all published regulations and revenue rulings issued with respect thereto by the Treasury Department or the Internal Revenue Service of the United States.

Commission - The Texas Economic Development Commission or any successor thereto under the Act.

Company - J. Donald Hull d/b/a Hull Airport, a sole proprietorship, and any successors thereto.

Completion Certificate - A certificate executed by an Authorized Representative stating the Completion Date and that, except for any Costs of the Project (the aggregate amount of which is identified in such certificate) not then due and payable:

(a) all Costs of the Project have been paid and the acquisition, construction and installation of the Project has been completed substantially in accordance with the plans therefor; and

(b) all other costs to be paid from the Construction Fund have been paid.

Completion Date - The date of the completion of the construction, acquisition and/or improvement of the Project, as certified by an Authorized Representative.

Construction Fund - The fund by that name created in Article IV of the Indenture.

Costs of the Project - The actual costs of the Project, as provided in the Act, including the following:

(a) the cost of the acquisition, construction, reconstruction, improvement and expansion of all buildings and structures to be used as or in conjunction with the Project;

(b) the cost of the acquisition of land, rights-of-way, property rights, easements and interests of all kinds related to the Project;

(c) the cost of all machinery and equipment necessary or incident to equipping the Project so that it may be placed in operation;

(d) the cost of financing charges, interest prior to and during construction and for one year after completion of construction whether or not capitalized and necessary reserve funds;

(e) the cost of estimates and of engineering and legal services, plans, specifications, surveys, estimates of cost and revenue; and all other expenses necessary or incident to determining the feasibility and practicability of acquiring, constructing, reconstructing, improving and expanding the Project; and

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(f) the cost of administrative expense and such other expense as may be necessary or incident to the acquisition, construction, reconstruction, improvement and expansion of the Project, the placing of same in operation and the financing or refinancing of the Project, including the refunding of any outstanding obligations, mortgages or advances issued, made or given by any person for any of the costs included in this definition.

Credit Enhancement - Any "Credit Enhancement" as defined in the Indenture.

Credit Enhancer - Any "Credit Enhancer" as defined in the Indenture.

Determination of Taxability - Any "Determination of Taxability" as defined in the Indenture.

Economic Life of Project - The "average reasonably expected economic life," within the meaning of Section 103(b)(14) of the Code, of the Project, as shown on Exhibit A attached hereto.

Event of Default - The occurrence of any of the following:

(a) with respect to Bonds fully covered by Credit Enhancement:

(i) any Bond Obligations or Administration Expenses not being paid when due;

(ii) receipt by the Trustee of a notice from the Tender Agent that any Tender Obligations have not been paid when due;

(iii) receipt by the Trustee of a notice from the Credit Enhancer that an event of default under the Reimbursement Documents has occurred; or

(iv) failure of the Credit Enhancer to notify the Trustee within 15 days following the date of any drawing under Credit Enhancement that the Credit Enhancement will fully cover all remaining interest payable on the Bonds through 15 days beyond the next interest payment date; and

(b) with respect to Bonds not fully covered by Credit Enhancement, unless waived by the holders of all of such Bonds Outstanding:

(i) any Bond Obligations not being paid when due;

(ii) the failure of the Company to pay when due any payment or prepayment of principal, premium, interest or penalty on the Loan;

(iii) the failure of the Company to pay when due any payment, other than a Loan payment, required pursuant to the Financing Documents, and the continuation of such failure for a period of ten days after the date that such payment is due;

(iv) the failure of the Company to observe or perform any other covenant, condition or agreement under the Bond Documents, and the continuation of such failure for a period of 30 days after the date that the Company acquired actual knowledge of such failure, which knowledge may take the form of notice specifying such failure given to the Company by the Trustee or any Bondholder;

(v) any warranty, representation, or other statement by or on behalf of the Company that is contained in the Bond Documents, the Closing Documents or any other instrument, document, requisition, written order or letter now or hereafter signed and furnished by or on behalf of the Company to the Issuer, Trustee or Bondholders that, at the time such warranty, representation, or other statement is made, is untrue or misleading in any material respect;

(vi) this Agreement becomes void or unenforceable as a result of a change in the law;

(vii) the death of the Company, unless a successor acceptable to the holders of at least 51 percent in aggregate principal amount of the Outstanding Bonds assumes in writing all obligations of the Company under the Financing Documents;

(viii) the institution by the Company of any case, proceeding or other action relating to it in bankruptcy; or its seeking reorganization, liquidation, dissolution, winding-up, arrangement, composition or readjustment of its debts; or its seeking any other relief under any bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or other similar act or law of any jurisdiction, now or hereafter existing; or the institution against the Company of any case, proceeding or other action relating to it in bankruptcy that is not dismissed within 60 days;

(ix) the application by the Company for a receiver, custodian or trustee for it or any substantial part of its property;

(x) the making of an assignment by the Company for the benefit of its creditors;

(xi) the appointment of a receiver, custodian or trustee for the Company or any substantial part of its property; or

(xii) the occurrence of any event of default under any of the Financing Documents.

Event of Taxability - Any "Event of Taxability" as defined in the Indenture.

Financing Documents - Collectively, this Agreement, the Transaction Agreement, the Remarketing Agreement, the Mortgage and any Reimbursement Documents.

Indemnified Persons - The Issuer, the Unit, the Commission and the members of their respective governing bodies and the officers, employees and agents of each.

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Indenture - The Indenture of Trust, dated as of the date hereof, between the Issuer and the Trustee, including any amendments or supplements thereto.

Inducement Resolution - The resolution dated September 10, 1984, adopted by the Issuer taking "official action," within the meaning of Section 103(b) of the Code, with respect to the Project.

Issuance Costs - Reasonable costs incurred in connection with the issuance of the Bonds and the making of the Loan to the Company, including without limitation, financial, accounting and appraisal costs, the Issuer's actual out-of-pocket expenses, the costs of printing and reproduction, the initial fees of the Trustee, the costs of filing or recording any Bond Documents or any Financing Documents, and all other costs incident to the issuance, sale and delivery of the Bonds and the making of the Loan to the Company (including the legal fees of counsel to the parties to such documents).

Issuer - Fort Bend County Industrial Development Corporation, a State nonprofit corporation created pursuant to the Act.

Issuer Documents - Collectively, the Bond Resolution and the Articles of Incorporation, the Bylaws and any Local Regulations of the Issuer.

Loan - The loan pursuant to this Agreement by the Issuer to the Company of the proceeds from the sale of the Bonds.

Local Regulations - Any local regulations promulgated by the Issuer governing the terms under which it will issue revenue bonds, as such regulations from time to time may be amended.

Minor Portion - Any amount that is less than 15 percent of the face amount of the Bonds.

Mortgage - The Deed of Trust, Security Agreement, Assignment of Rents and Financing Statement, dated as of the date hereof, executed by the Company, including any amendments or supplements thereto.

Mortgaged Property - All property now or hereafter subject to the Mortgage.

Obligations - Any "obligation" within the meaning of Section 1.103-13(b)(4)(iii) of the regulations under the Code.

Outstanding - When used with reference to Bonds, those Bonds defined as "Outstanding" in the Indenture.

Person - Any individual, partnership, corporation, trust or unincorporated organization, or any governmental body or agency.

Project - The property acquired and/or constructed with the proceeds of the Bonds, including, without limitation, the property listed on Exhibit A attached hereto.

Purchaser - MBank Houston, National Association, a national banking association with trust powers.

Qualifying Costs - Costs of the Project that are "paid or incurred," within the meaning of the Code, after the date of either the Inducement Resolution or the Bond Resolution that are used to provide an exempt "airport" facility within the meaning of Section 103(b)(4)(D) of the Code including amounts chargeable to the facility's capital account or that would be so chargeable either with a proper election by a taxpayer or but for a proper election by a taxpayer to deduct such amounts.

Reimbursement Documents - Those documents defined as "Reimbursement Documents" in the Indenture.

Remarketing Agent - MBank Capital Markets, a unit of MBank Dallas, National Association, a national banking association, or any successor thereto under the Remarketing Agreement.

Remarketing Agreement - The Remarketing Agreement, dated as of the date hereof, among the Company, the Tender Agent and the Remarketing Agent or their respective successors or assigns, including any amendments or supplements thereto and any other, similar agreement relating to the remarketing of the Bonds.

Related Person(s) - Any Person who is a "related person," within the meaning of Section 103(b) of the Code, to any Substantial User(s).

Securities - Any "security" within the meaning of Section 1.103-13(b)(4)(ii) of the regulations under the Code.

State - The State of Texas.

Substantial User(s) - Any Person who is or becomes a "substantial user" of the Project, within the meaning of Section 103(b) of the Code.

Substantially All - The amount of the proceeds of the Bonds, including investment earnings thereon, that are required under Section 103(b) of the Code to be expended for Qualifying Costs in order to avoid the occurrence of an Event of Taxability.

Sufficient Assets - The amount of assets defined as "Sufficient Assets" in the Indenture.

Tax-Exempt Securities - Securities or obligations the interest on which is excludable from the gross income of the holders thereof by reason of Section 103(a) of the Code.

TEDC Application - The Application for Conditional and Final Approval of the Commission filed by and on behalf of the Company with respect to the Bonds.

Tender Agent - MBank Dallas, National Association, a national banking association, or any successor thereto under the Remarketing Agreement.

Tender Obligations - All obligations to pay the purchase price of any Bonds tendered for purchase pursuant to the Remarketing Agreement.

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Transaction Agreement - The Bond Transaction Agreement, dated as of the date hereof, among by the Company, the Trustee and the Purchaser, or their respective successors or assigns with respect to the Bonds, including any amendments or supplements thereto.

Trust Estate - All property and rights described in Granting Clauses A through D of the Indenture.

Trustee - MBank Houston, National Association, a national banking association with trust powers, or any successor trustee appointed pursuant to the Indenture.

Unit - The County of Fort Bend, Texas.

SECTION 1.02. Certain Matters.

(a) Whenever the context thereof requires:

(i) references in this Agreement of the singular number shall include the plural and vice versa; and

(ii) words denoting gender shall be construed to include the masculine, feminine and neuter.

(b) The Table of Contents and the titles given to any article or section of this Agreement are for convenience only and are not intended in any way to modify, amend or limit the article or section.

SECTION 1.03. Other Terms.

The capitalized terms used in this Agreement that are not defined terms herein and that are defined terms in the other Financing Documents and the Indenture shall have the meanings assigned to them therein.

ARTICLE II

Representations and WarrantiesSECTION 2.01. Representations and Warranties of Issuer.

The Issuer represents and warrants to the Company the following:

(a) The Issuer is a nonprofit corporation created pursuant to the Act, duly existing and in good standing under the laws of the State and has full power and authority to enter into and perform its obligations under the Bond Documents.

(b) The Issuer has duly authorized the execution and delivery of the Bond Documents and all actions required to perform its obligations thereunder, and no approval or other action by any Person is required in connection therewith, except such as have been obtained as of the date of execution hereof.

(c) The Bond Documents have been duly executed and delivered by the Issuer and constitute the legal, valid and binding obligations of the Issuer and are enforceable in accordance with their respective terms, except as their enforceability may be subject to:

(i) the exercise of judicial discretion in accordance with general equitable principles; and

(ii) applicable bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors heretofore or hereafter enacted to the extent that they may be constitutionally applied.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened:

(i) challenging the validity of or seeking to enjoin the performance by the Issuer of its obligations with respect to the Bond Documents; or

(ii) against or affecting the Issuer (nor to the best knowledge of the Issuer is there any basis therefor) wherein an unfavorable decision, ruling or finding would materially and adversely affect any of the transactions contemplated by the Bond Documents or might result in any material adverse change in the business, properties, condition (financial or otherwise) or operations of the Issuer.

(e) The authorization, execution, delivery and performance by the Issuer of and compliance with the Bond Documents do not violate the Issuer Documents or conflict with, or constitute or result in a breach of or default under, any existing law, court or administrative regulation, rule, decree or order or any agreement, indenture, mortgage, lease, note or other instrument by which the Issuer is or may be bound.

SECTION 2.02. Representations and Warranties of Company.

The Company represents and warrants to the Issuer the following:

(a) The Company has full power and authority to carry on the business in which it is engaged and to execute, deliver and perform its obligations under the Financing Documents.

(b) The Company has duly authorized the execution and delivery of the Financing Documents and all actions required to perform its obligations thereunder, and no approval or other action by any Person is required in connection with the execution, delivery and performance thereof, except such as have been obtained as of the date of execution hereof.

(c) The Financing Documents have been duly executed and delivered by the Company and based on the advice of the Company's counsel, constitute the legal, valid and binding obligations of the Company and are enforceable in accordance with their terms, except as their enforceability may be subject to:

(i) the exercise of judicial discretion in accordance with general equitable principles; and

(ii) applicable bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors heretofore or hereafter enacted to the extent that such laws may be constitutionally applied.

(d) Based on the advice of the Company's counsel, the authorization, execution, delivery and performance by the Company of and compliance with the Financing Documents do not violate the Company Documents or conflict with, or constitute or result in a breach of or default under, any existing law, court or administrative regulation, rule, decree or order or any agreement, indenture, mortgage, lease, note or other instrument by which the Company is or may be bound.

(e) Except as disclosed in writing to the Purchaser or any agent acting on its behalf and any governmental entity required by law to be advised prior to Closing:

(i) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending or, to the best knowledge of the Company, threatened challenging the validity of or seeking to enjoin the performance by the Company of its obligations with respect to the Financing Documents; and

(ii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending or, to the best knowledge of the Company, threatened against or affecting the Company (nor to the best knowledge of the Company is there any basis therefor) wherein an unfavorable decision, ruling or finding would materially and adversely affect any of the transactions contemplated by the Financing Documents or might result in any material adverse change in the business, properties, condition (financial or otherwise) or operations of the Company.

(f) The Company has no present intention of disposing of or abandoning the Project or of operating or using the Project in any manner other than as represented to the Issuer, the Unit and any governmental entity required by law to approve this Agreement.

(g) The Authorized Representative has been duly authorized by the Company to act in such capacity.

(h) All representations and warranties of the Company contained in the Financing Documents and the Closing Documents and all statements made in writing to the Issuer, the Purchaser and the Trustee and their counsel are true and correct, are not misleading and do not omit any information necessary to make such statements not misleading in light of the circumstances under which they were made.

(i) All financial statements of the Company submitted to the Purchaser and any governmental entity with whom such financial statements are required or permitted by law to be filed present fairly the financial position of the Company as of the date(s) of such financial statements in conformity with generally accepted accounting principles applied on a consistent basis, except to the extent noted therein.

(j) At the date of execution of this Agreement and at the Closing, the information provided by the Company contained in the TEDC Application and the Closing Documents is, and at the Closing will be, true and correct in all material respects, and such information does not, and as of its date did not, include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein, under the circumstances in which they were made, not misleading.

(k) Subsequent to the dates of the documents, certificates and statements provided to the Purchaser pursuant to the Financing Documents and to the date of filing of the TEDC Application, except as disclosed to the Purchaser and the Commission in writing, no event, other than the transactions relating to the issuance of the Bonds, has occurred that has affected or may affect materially and adversely the business, properties, operations, prospects or financial condition of the Company and its subsidiaries and affiliates, if any, taken as a whole.

ARTICLE III

The Loan

SECTION 3.01. Issuance of Bonds and Financing the Loan.

Simultaneously with the delivery of the Bonds, the Issuer will make the Loan by delivering the proceeds from the sale of the Bonds to the Trustee for deposit in the Construction Fund.

SECTION 3.02. Terms of Loan Generally.

(a) The Company agrees to make or cause to be made all payments on the Loan to the Trustee for deposit into the Bond Fund in any coin or currency of the United States of America that at the time of such payment is legal tender for the payment of public and private debts or in immediately available funds.

(b) The Company agrees that, notwithstanding any other provision of this Agreement, it will make or cause to be made payments on the Loan in such amounts and at such times as required to pay all Bond Obligations when and as they become due and payable.

(c) In the event the Bond Fund contains more than is required to pay Bond Obligations due on any payment date (including any payments representing prepayments of the Loan to be applied against Bond Obligations on any such payment date), the Company shall be entitled to a corresponding credit on the next following payments due on the Loan.

(d) The Company agrees to pay interest at the highest rate permitted by applicable law from time to time with respect to the Bonds on all overdue payments on the Loan at the rate prescribed by the Bonds for interest on overdue payments thereon.

(e) The Company shall use the proceeds of the Loan to pay for Costs of the Project.

(f) The Company shall not be obligated to make any further payments on the Loan when:

(i) all Bond Obligations have been fully paid in accordance with their terms; or

(ii) the Bond Fund contains Sufficient Assets.

(g) The Company may prepay the Loan to the extent that the Bonds are subject to redemption at the Company's option. Such prepayments shall be used to redeem Bonds.

(h) All funds paid pursuant to Credit Enhancement for deposit into the Bond Fund shall be credited to the payment of the Loan.

SECTION 3.03. Maximum Interest Payable.

Notwithstanding any other provision of the Financing Documents or the Bond Documents, in no event shall the interest contracted for, charged or received in connection with the Loan, including any other cost or consideration that constitutes interest under the laws of the State that is contracted for, charged or received pursuant to the Financing Documents, exceed the maximum amount of interest permitted by law with respect to the Bonds, and any excess interest shall be cancelled automatically or, if theretofore paid, shall be credited on the principal of the Loan or, if the principal of the Loan has been paid in full, refunded to the Company.

SECTION 3.04. Obligations of Company Unconditional.

(a) The obligations of the Company to make the payments on the Loan and to perform the other agreements in the Financing Documents shall be absolute and unconditional and shall not be subject to diminution by set-off, counterclaim, abatement or otherwise.

(b) Until such time as the Bond Obligations are fully paid or provision for the payment thereof is made in accordance with the Indenture, the Company:

(i) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments required by the Financing Documents;

(ii) will perform and observe all of its other agreements contained in the Financing Documents; and

(iii) except by full payment and retirement of all Bond Obligations and Administration Expenses or upon provision therefor having been made as provided in the Indenture, will not terminate the Financing Documents for any cause including, without limitation:

(A) failure to complete the Project;

(B) any act or circumstance that may constitute failure of consideration;

(C) destruction of or damage to the Project;

(D) frustration of commercial purpose;

(E) any change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State or any political subdivision of either; or

(F) any failure of the Issuer to perform and observe any agreement, whether express or implied, under the Bond Documents.

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(c) The Company, at its expense and in its own name, may prosecute or defend any action or proceeding or take any other action involving third persons that it deems reasonably necessary in order to secure or protect its rights hereunder, and in such event, the Issuer agrees to cooperate fully with the Company and to join in or bring any such action or proceeding if the Company shall request; provided that, the Company observes all its obligations relating to indemnification.

ARTICLE IV

The ProjectSECTION 4.01. Completion of Project.

(a) The Company shall complete the acquisition, construction and installation of the Project at the earliest practicable date in order to effectuate the purposes of the Act.

(b) The Issuer makes no warranty, either express or implied, and offers no assurance as to the condition of the Project or that the Project is or will be suitable for the Company's purposes or that the proceeds derived from the sale of the Bonds will be sufficient to pay the entire Costs of the Project.

(c) In the event money in the Construction Fund is insufficient to pay the entire Costs of the Project, the Company will complete the Project and pay the Costs of the Project in excess of money available in the Construction Fund.

(d) As soon as practicable after the Completion Date, the Company shall deliver to the Trustee the Completion Certificate.

SECTION 4.02. Project To Be Used in Accordance with the Act.

The Company agrees that at all times during the term of the Loan it will operate the Project in compliance with the Act.

SECTION 4.03. Certain Taxes.

(a) The Company will not claim any exemption arising from the issuance of the Bonds from the State sales, use or excise taxes on personal property acquired in connection with the Project.

(b) The Company will not seek an exemption from payment of any ad valorem taxes with respect to the Project by reason of the issuance of the Bonds.

ARTICLE V

Tax Matters

SECTION 5.01. Matters Relating to the Company.

(a) The Company represents and warrants to the Issuer that:

(i) based upon reasonably determined estimates concerning the total Costs of the Project and the date when acquisition and/or construction of the Project will be completed, the original proceeds of the sale of the Bonds, together with all investment earnings to be derived therefrom that are not required to be rebated to the United States of America pursuant to Section 103(c)(6) of the Code, are not "reasonably expected," within the meaning of Section 103(e) of the Code, to exceed the total Costs of the Project (including any costs that are not financed with the original proceeds of the sale of the Bonds);

(ii) the Project is located wholly within the unincorporated area of the County of Fort Bend;

(iii) no Person or "related person" thereto (within the meaning of Section 103(b) of the Code) who was a Substantial User at any time during the five-year period preceding the date of issue of the Bonds and who will be a Substantial User at any time during the five-year period following such date will receive, directly or indirectly, in payment for the Substantial User's interest in any facility (including land) financed with proceeds of the Bonds, proceeds of the Bonds in an amount equal to five percent or more of the face amount thereof, unless:

(A) either the Inducement Resolution or the Bond Resolution was adopted prior to

(1) the commencement of the construction, reconstruction or acquisition of such facility, and

(2) such Person or related person becoming a Substantial User; and

(B) the Bonds are "issued," within the meaning of the Code, within one year after the entire facility was first "placed in service," within the meaning of Section 103(b) of the Code, or was acquired, whichever occurs later;

(iv) there are no "industrial development bonds," within the meaning of Section 103(b) of the Code:

(A) that were delivered within 30 days before the Closing Date;

(B) that were sold pursuant to a common plan of marketing with the Bonds;

(C) that were sold at substantially the same interest rate as the Bonds;

(D) for which a common or pooled security will be used or available to pay debt service for both such industrial development bonds and the Bonds; and

(E) the proceeds of which are used or to be used with respect to facilities that:

(1) are located in a state other than this State; or

(2) have or will have as a "principal user," within the meaning of Section 103(b)(6)(L) of the Code, a Person who is a "principal user," within the meaning of Section 103(b)(6)(L) of the Code, of the Project or a "related person," within the meaning of Section 103(b)(6)(C) of the Code, thereto;

(v) the information and calculations contained in Exhibit A attached hereto are true and correct as of the Closing Date;

(vi) the Project is located only at the place or places specified in the notice of public hearing published with respect to the Bonds pursuant to Section 103(k) of the Code, and the information in such notice otherwise was true and correct on the date of publication thereof and on the Closing Date;

(vii) less than 25 percent of the proceeds of the Bonds will be used directly or indirectly for the acquisition of land or an interest in land, and none of such proceeds will be used for the acquisition of land or an interest in land to be used for farming purposes;

(viii) none of the proceeds of the Bonds will be used to acquire any property or an interest therein (other than land or an interest in land) unless:

(A) the first use of such property is pursuant to such acquisition; or

(B) "rehabilitation expenditures," within the meaning of Section 103(b)(17) of the Code, with respect to that part of such property constituting:

(1) a building, will equal or exceed 15 percent of that portion of the cost of acquiring such building (and the equipment therefor) that is financed with the proceeds of the Bonds; and

(2) a facility other than a building, will equal or exceed 100 percent of that portion of the cost of acquiring such facility that is financed with the proceeds of the Bonds;

(ix) on the Closing Date, neither the Company (including any "related person," within the meaning of Section 103(b) of the Code, thereto) nor any other "principal user" (including any related person thereto), within the meaning of Section 103(b) of the Code, is a "test-period beneficiary," within the meaning of Section 103(b)(15) of the Code, of any facility (other than the Project) that is financed with "industrial development bonds," within the meaning of Section 103(b) of the Code.

(b) The Company covenants with the Issuer that:

(i) the spendable proceeds of the Bonds shall be used with "due diligence," within the meaning of Section 103(c) of the Code, for the purpose of completing the Project;

(ii) following the Closing Date, the Company shall not permit the addition of any "principal user" of the Project or "related person" thereto, both within the meaning of Section 103(b) of the Code, that has the effect of causing an Event of Taxability;

(iii) Substantially All of the original and investment proceeds of the Bonds will be used to pay for Qualifying Costs;

(iv) no Securities or Obligations (other than Tax-Exempt Securities) will secure the Bonds such that they are "reasonably expected," within the meaning of Section 103(c) of the Code, to be used for payment of Bond Obligations, unless the Company first obtains an opinion of Bond Counsel to the effect that securing the Bonds in such manner will not result in an Event of Taxability;

(v) moneys on deposit in any fund created under the Indenture will not be used or invested in any manner which will cause an Event of Taxability;

(vi) if the first use of any property or interest therein (other than land or an interest in land) constituting a part of the Project is not pursuant to the acquisition of such property with proceeds of the Bonds, "rehabilitation expenditures," within the meaning of Section 103(b)(17) of the Code, with respect to such property and in an amount not less than that specified in subsection (a)(xii)(B) of this Section will be incurred within the two-year period beginning on the date of such acquisition or the Closing Date, whichever is later; and

(vii) the Company shall not use any proceeds of the Bonds to pay or reimburse itself for paying any filing fee charged by the Issuer in connection with the Company's application to the Issuer for the financing of the Project.

(viii) the Project shall serve or be available on a regular basis for general public use or shall be a part of facility so used;

(ix) the Project will be maintained and operated as an "exempt airport facility" within the meaning of Section 103(b) of the Code;

SECTION 5.02. Matters Relating to the Issuer.

(a) The Issuer hereby covenants to and with the Company that it will not take any action with respect to the investment of the proceeds of the Bonds or with respect to the payments derived from the Financing Documents that may result in an Event of Taxability.

(b) The Issuer hereby authorizes the Company to act on behalf of the Issuer with respect to all matters relating to Section 103(c)(6) of the Code, and the Company hereby agrees to take all action required by that section, including, without limitation, the payment of all amounts owing to the United States of America thereunder, in connection with the Bonds.

(c) The Issuer shall not invest the closing fee it receives pursuant to the Local Regulations or, if such fee is invested, it shall be invested only in Tax-Exempt Securities until the entire amount of such fee is expended by the Issuer.

SECTION 5.03. Notice of Event of Taxability.

(a) The Company and the Issuer each hereby covenant to and with each other that, if either party receives written notification from the Internal Revenue Service that an Event of Taxability has occurred, such party, not later than seven days after the date of such receipt, shall notify the other party and the Trustee of such receipt.

(b) Notice given pursuant to this Section shall include a description of the material circumstances surrounding the Event of Taxability that is the subject of the Service's written notification, and if the notice is given by the Company, the notice shall include a statement as to whether the Company intends to contest the Event of Taxability.

ARTICLE VI

Special Covenants

SECTION 6.01. Access to Project and Books and Records.

The Company agrees that the Trustee, as the assignee of the Issuer, shall have:

- (a) reasonable access, consistent with any restriction imposed by law or regulatory authorities, to the Project for the purpose of inspection; and
- (b) the right, upon the giving of reasonable advance notice and during regular business hours, to inspect, examine and make copies of the books and records and any and all accounts, data, income tax and other tax returns and other information of the Company, insofar as they relate to the Project, payment of the Loan or the performance of its duties under the Financing Documents.

SECTION 6.02. Indemnification.

(a) The Company agrees to indemnify and hold harmless the Indemnified Persons from and against any and all losses, costs, damages, expenses and liabilities of whatsoever nature or kind (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 the issuance, offering, sale, delivery or payment of the Bonds, or the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project (whether or not arising from the negligence of any one or more of the Indemnified Persons).

(b) With respect to the indemnity provided the Issuer or Unit pursuant to subsection (a) of this Section, the indemnity covers only losses, costs, damages, expenses and liabilities in excess of the net proceeds received by the Issuer or the Unit from any insurance claim or claims arising from the same loss.

(c) An Indemnified Person, not later than the tenth day after the date of notice to the Indemnified Person (notice to the Indemnified Person being the filing of any legal action, receipt of any claim in writing or similar form of actual notice) of any claim as to which it asserts a right to indemnification, shall notify the Company of such claim; provided that, the failure of any Indemnified Person to notify the Company of such claim shall not adversely affect the obligation of the Company to provide indemnity to all Indemnified Persons pursuant to this Section.

(d) If any claim for indemnification under this Section by an Indemnified Person arises out of a claim for monetary damages by a Person other than any Indemnified Person, the Company, after giving notice to the Indemnified Person, may undertake to conduct any proceeding or negotiation in connection therewith or necessary to defend the Indemnified Person and may take all other steps or proceedings to settle or defeat any such claim and may employ counsel to contest any such claim; provided that:

(i) the Company shall reasonably consider the advice of the Indemnified Person as to the defense of such claim, and the Indemnified Person shall have the right to employ separate counsel with respect to any such claim and to participate in, but not control, the investigation and defense thereof, and the fees and expenses of such counsel shall be paid by the Company to the extent such counsel is reasonably necessary to protect the interests of the Indemnified Person;

(ii) the Indemnified Person shall reasonably cooperate with any such defense by the Company;

(iii) counsel and auditor fees, filing fees and court fees of all proceedings, contests or lawsuits with respect to such a claim shall be paid by the Company; and

(iv) if the Company does not elect to undertake the defense of such a claim, the Indemnified Person shall be entitled to control such litigation and settlement.

(e) To the extent that the Company undertakes the defense of any claim under this Section, the Indemnified Person shall be entitled to indemnity hereunder only to the extent that such defense is unsuccessful as determined by a final judgment of a court or administrative agency of competent jurisdiction or by written acknowledgement of the parties.

SECTION 6.03. Redemption.

(a) The Issuer, at the request and expense of the Company, if the Bonds are then subject to redemption, shall take all steps that may be necessary under the redemption provisions of the Indenture to effect redemption of all or part of the Outstanding Bonds on such date as may be specified by the Company on which such redemption may be made under the Indenture.

(b) If after a request by the Company, the Issuer fails or refuses to take all steps necessary under the Indenture to effect the redemption of the Bonds specified by the Company, the Company, to the extent lawful, may act in the stead of the Issuer and do anything and execute and deliver any document necessary to effect such redemption.

SECTION 6.04. Company's Action for Issuer.

The Issuer acknowledges that certain actions or failures to act by the Issuer under the Indenture may create or result in an Event of Default under the Indenture, and the Issuer hereby agrees that, to the extent lawful, the Company may perform any act or take such action as may be necessary for and on behalf of the Issuer to prevent or correct any such Event of Default, and the Issuer agrees that the Trustee shall take or accept performance by the Company that does so prevent or correct such Event of Default as performance by the Issuer in such event.

SECTION 6.05. Administration Expenses; Indemnification of Trustee.

(a) The Company shall:

(i) pay Administration Expenses when due; and

(ii) indemnify and hold harmless the Trustee (and its officers, employees and agents) against any and all losses, costs, damages, expenses and liabilities of whatsoever nature or kind (including, but not limited to, attorney's fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) incurred without gross negligence, willful misconduct or bad faith on the part of the Trustee arising out of or in connection with the issuance, offering, sale, delivery or payment of the Bonds, the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project or the acceptance or administration of its duties under the Bond Documents or Financing Documents, including the costs and expenses of defending against any such claim.

(b) All payments required by this Section shall be made as statements therefor are rendered and shall be made directly to the party to whom due except to the extent such expenses are payable from proceeds of the sale of the Bonds.

SECTION 6.06. Taxes and Other Charges.

The Company shall pay:

(a) all costs and expenses for which the Issuer may become liable by reason of any interest in the Project or the Bond Documents and Financing Documents; and

(b) all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against the Issuer, the Trustee or the Company with respect to the Project or the revenues due under the Bond Documents and Financing Documents; provided that the Company shall not be obligated to pay any federal income tax liability of the Trustee with respect to fees paid to the Trustee for its services under the Bond Documents or the Financing Documents.

SECTION 6.07. Assignment by Issuer.

(a) Pursuant to the Indenture, the Issuer shall assign the Trust Estate to the Trustee for the benefit of the Bondholders as security for the payment of Bond Obligations and shall grant to the Trustee a security interest in the Trust Estate.

(b) The assignment of the Trust Estate shall entitle the Trustee to enforce all covenants and obligations of the Company thereunder to the extent assigned and otherwise to exercise any and all of the rights and powers of the Issuer under the Financing Documents; provided that the Issuer reserves the right to sue in its own name and for its own benefit to recover damages for the breach of the Company's obligations under the Financing Documents or to seek specific performance of the Company's obligations to the Issuer thereunder with respect to Administration Expenses, taxes and indemnification.

(c) To the extent assigned by the Issuer, the Company hereby consents to the assignment contemplated by this Section and agrees to make all payments under the Financing Documents directly to the Trustee for deposit in the Bond Fund.

(d) The Company shall file or cause to be filed and record or cause to be recorded those documents that in the opinion of the Trustee are necessary to perfect, preserve and protect all right, title and interest of the Trustee, as the assignee of the Issuer, in and to the Trust Estate.

SECTION 6.08. Investments.

(a) The Company agrees that the proceeds of the Bonds and any earnings from any investments thereof will be deposited, held, invested and reinvested, used and expended subject to the requirements of the Indenture and this Agreement.

(b) In the event that there are any losses resulting from investments with respect to any fund created under the Indenture, the Company shall immediately deposit sufficient monies in such fund to cover any loss therein.

SECTION 6.09. Full Information.

The Company agrees that, upon the Trustee's request, it will furnish to the Trustee full information and advice as to the Company's compliance with or performance of any particular covenants, conditions and agreements contained in the Financing Documents.

SECTION 6.10. Sale of Project.

(a) Subject to subsections (d) and (e) of this Section, the Issuer agrees that, at the Company's request, the Issuer will take all action reasonably necessary to facilitate the sale or other transfer of all or any part of the Project by the Company.

(b) The Issuer hereby authorizes the Trustee, as its assignee, to take any action on the Issuer's behalf, without further consent or other action by the Issuer, that the Issuer has agreed in subsection (a) of this Section to take, including, without limitation, the execution of amendments to the Bond Documents (such amendment being subject to any Bondholder consent required by the Indenture) and, subject to subsection (c) of this Section, the release of the Company from its obligations under the Bond Documents.

(c) The Company may not be released from its obligation under this Agreement to indemnify an Indemnified Person or the Trustee without the express, prior consent of the Indemnified Person or the Trustee, as the case may be.

(d) No action shall be taken by the Trustee (on the Issuer's behalf) under this Section before the expiration of the 45-day period beginning on the date that the Company gives notice to the Issuer of the Company's intent to transfer the Project (or a part thereof), unless the Issuer expressly authorizes the Trustee to so act during such 45-day period. Such notice shall identify the transferee and state the estimated date of the transfer. If, at any time before the expiration of such 45-day period, the Issuer gives notice to the Company that such transfer may not be consummated without the Issuer's express consent, subsections (a) and (b) of this Section shall be of no force or effect with respect to the proposed transfer as to which such notice by the Company was given. The Company shall promptly notify the Trustee of the Company's receipt of such notice from the Issuer.

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(e) Before any action may be taken by either the Issuer or the Trustee (on the Issuer's behalf) pursuant to this Section, both the Issuer and the Trustee must be furnished with indemnification satisfactory to each and with an opinion of Bond Counsel addressed to both the Issuer and the Trustee to the effect that the sale or other transfer will not violate the Act or the Bond Documents and will not cause an Event of Taxability.

(f) This Section does not affect any provision of any of the other Financing Documents relating to the sale or transfer of all or any part of the Project.

ARTICLE VII

RemediesSECTION 7.01. Remedies.

(a) Upon the occurrence of any Event of Default, the Trustee, acting on behalf of the Issuer, may take any one or more of the following remedial steps:

(i) the Trustee, if all Bond Obligations have been declared immediately due and payable pursuant to the Indenture, shall declare the balance of the Loan, including the interest accrued thereon to the date of payment, to be immediately due and payable;

(ii) Subject to any right of the Credit Enhancer to direct remedial proceedings provided by the Indenture, the Trustee may take any action at law or in equity to:

(A) collect all amounts then due and thereafter to become due under the Financing Documents; or

(B) enforce the performance or observance of any other obligation, agreement or covenant of the Company or any other obligor under the Financing Documents.

(b) Any amount relating to Bond Obligations collected pursuant to action taken under this Section shall be paid into the Bond Fund and applied in accordance with the Indenture.

(c) No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and in addition to every other remedy given under the Financing Documents or now or hereafter existing at law or in equity or by statute.

(d) No delay or omission to exercise any right or power occurring upon any default shall impair any such right or power or be construed to be a waiver thereof, and all such rights and powers may be exercised as often as may be deemed expedient.

(e) Except as expressly required in this Agreement, it shall not be necessary for the Trustee to give any notice to exercise any right available hereunder.

SECTION 7.02. Payment of Administration Expenses.

In the event the Company defaults on any of the provisions of the Financing Documents and the Issuer or the Trustee incur Administration Expenses in the collection of payments thereunder or for the enforcement of any other obligation on the part of the Company therein, the Company will pay on demand therefor to the Issuer or the Trustee all such Administration Expenses.

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SECTION 7.03. Limitation on Waivers.

(a) If the Financing Documents are breached by any party and such breach is waived, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach thereunder.

(b) The Issuer shall have no right to waive any Event of Default under the Financing Documents.

SECTION 7.04. Transfer of Moneys.

Upon the acceleration of Bond Obligations, the Company authorizes all moneys in any fund created under the Indenture to be transferred to the Bond Fund and applied as provided in the Indenture.

ARTICLE VIII

MiscellaneousSECTION 8.01. Term of Agreement.

This Agreement shall become effective upon delivery of the Bonds by the Issuer and shall continue in full force and effect until:

- (a) all Bond Obligations have been fully paid or provision for the payment thereof has been made in accordance with the Indenture; and
- (b) all other amounts payable by the Company under the Financing Documents have been fully paid.

SECTION 8.02. Notices.

(a) All notices, certificates or other communications required by or made pursuant to this Agreement shall be in writing and given by registered or certified mail, return receipt requested, postage prepaid, or given by telex, telegram or hand delivery, addressed as follows:

- (i) if to the Issuer:

Fort Bend County Industrial
Development Corporation
Fort Bend County Courthouse Annex
500 Jackson St.
Richmond, Texas 77469

- (ii) if to the Company:

J. Donald Hull d/b/a Hull Airport
P.O. Box 1405
Sugarland, Texas 77487

- (iii) if to the Trustee:

MBank Houston, National Association
910 Travis Street
Houston, Texas 77002
Attention: Corporate Trust Department

- (iv) if to the Commission:

Texas Economic Development Commission
P. O. Box 12728
Austin, Texas 78711
Attention: Executive Director

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(b) A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Company shall also be given to the Trustee.

(c) The Issuer, the Company and the Trustee may designate any further or different addresses to which subsequent notices, certificates or communications shall be sent.

(d) Any communication delivered by mail in compliance with this Section is deemed to have been given as of the date of deposit in the mail.

(e) A provision of this Agreement that provides for a specific method of giving notice or otherwise conflicts with this Section supersedes this Section to the extent of the conflict.

SECTION 8.03. Entire Agreement.

The Financing Documents and Bond Documents contain the entire agreement between the parties, and there are no other representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the Issuer and the Company.

SECTION 8.04. Amounts Remaining in Funds.

Any amount remaining in any fund created under the Indenture upon the termination of this Agreement as herein provided, after payment in full of all Bond Obligations, Administration Expenses and all other amounts required to be paid hereunder, under the other Financing Documents and under the Indenture, shall be paid to the Company as an overpayment of the Loan.

SECTION 8.05. No Charge Against Issuer's Credit.

(a) This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Company and their respective successors and assigns as provided herein, subject to the limitation that no provision hereof shall be construed to impose or create a debt or pecuniary liability upon the Issuer, the Unit, the State, or any political subdivision thereof, or a charge upon the general credit or taxing powers of such bodies, except with respect to the proper application of the proceeds and payments to be derived from the Trust Estate.

(b) Neither the State, the Unit nor any political corporation, subdivision or agency of the State shall be obligated to pay any Bond Obligations, and neither the faith and credit nor the taxing power of the State, the Unit or any political corporation, subdivision or agency thereof is pledged to the payment thereof.

SECTION 8.06. Amendment.

This Agreement may not be amended unless such amendment is consented to as required by the Indenture, and no amendment shall be binding until such amendment is reduced to writing and executed by all parties thereto.

SECTION 8.07. Severability.

If any clause, provision or section of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability thereof shall not affect any of the remaining clauses, provisions or sections hereof.

SECTION 8.08. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

SECTION 8.09. Applicable Law.

This Agreement shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State and, if applicable, federal law.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested, if appropriate, by their respective duly authorized officers or partners, as applicable, all as of the date first above written but actually on _____.

FORT BEND COUNTY INDUSTRIAL
DEVELOPMENT CORPORATION

By: _____
Authorized Officer

Title: _____

ATTEST:

By: _____
Authorized Officer

Title: _____

[SEAL]

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J. DONALD HULL d/b/a HULL AIRPORT

By: _____
Authorized Officer

Title: _____

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EXHIBIT A

Economic Life of Project

<u>Asset(1)</u>	<u>Economic Life(1)</u>	<u>Bond Life(2)</u>	<u>Cost(3)</u>	<u>WAL(4)</u>
1. Buildings and Structural Components				
apartments, hotels, theaters	40	—	\$ —	—
dwelling, factories, garages, office buildings, machine shops	45	—	—	—
banks, loft buildings, stores	50	—	—	—
grain elevators, warehouses	60	—	—	—
2. Land Improvements	20	—	—	—
(includes sidewalks, roads, drainage facilities, landscaping and other land improvements not included in other categories)				
3. Office Furniture, Fixtures and Equipment	10	—	—	—
(non-structural furniture and fixtures, including desks, files, safes and communication equipment not included in other classes of Assets)				
4. Information Systems and Data Handling Equipment	6	—	—	—
(computers and their peripheral equipment used in administering and recording normal business transactions, typewriters, calculators, adding machines and copiers)				

5. Transportation Equipment

automobiles	3	---	---	---
light general-purpose trucks and tractor units for use over-the-road	4	---	---	---
heavy general-purpose trucks, trailers and trailer-mounted containers	6	---	---	---
buses	9	---	---	---
railroad cars and locomotives not owned by railroad companies	15	---	---	---

6. Industrial Steam and Electric Generation/Distribution System

(assets used in producing electricity or steam for use in industrial manufacturing process or plant activity and not for sale to others)	22	---	---	---
--	----	-----	-----	-----

7. _____	---	---	---	---
8. _____	---	---	---	---
9. _____	---	---	---	---
10. _____	---	---	---	---
11. _____	---	---	---	---
12. _____	---	---	---	---

Total Cost \$ _____ Total WAL(5) _____

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Notes:

(1) "Asset" means each asset acquired with the proceeds of the Bonds, listed in accordance with the following classifications: (a) each "building," including "structural components," within the meaning of Treas. Reg. Section 1.48-1(e); and (b) each asset or group of assets in the same "asset guideline class," as set forth in Rev. Proc. 83-35, 1983-1 C.B. 745.

Land is not listed as an Asset, since land is disregarded for purposes of determining the Economic Life of Project.

"Economic Life" means, with respect to each Asset, the economic life of the Asset (expressed in years) determined as follows: (a) for each building, the guideline life of the building set forth in Rev. Proc. 62-21, 1962-2 C.B. 418; and (b) for each Asset other than land or a building, the midpoint life of the Asset under the applicable asset guideline class.

The Asset and Economic Life entries listed in items 1 through 6 on the chart above are summaries of the more common assets and their respective economic lives, as set forth in the sources referred to above. The summary listings in items 1 through 6 do not include many of the specific asset guideline classes that are used in particular businesses. Furthermore, the summary listings are not applicable to various specialized uses of assets that are set forth in Rev. Proc. 83-35. Because the summary listings on the chart will not apply to all asset guideline classes or to all of the specialized uses of various assets, the proper asset guideline class and midpoint life for each Asset must be determined from Rev. Proc. 83-35.

(2) "Bond Life" means, with respect to each Asset, the Economic Life of the Asset plus the amount of time (expressed in years or decimal portions of a year) that elapses between the Closing Date and the date that the Company reasonably expects the Asset to be "placed in service," within the meaning of the Code.

(3) "Cost" means, with respect to each Asset, the adjusted basis of the Asset, within the meaning of Section 1011 of the Code or, if the entire adjusted basis is not to be financed with Bond proceeds, that portion of the adjusted basis that is to be financed with Bond proceeds.

(4) "WAL" (i.e. "Weighted Average Life") means, with respect to each Asset, the number of years determined by dividing the Cost of the Asset by the Total Cost for all Assets, then multiplying that quotient by the Bond Life of the Asset.

(5) "Economic Life of Project" means the Total WAL.

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Draft of:
11/08/85
11/11/85
11/20/85

0023

INDENTURE OF TRUST

between

FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION

and

MBANK HOUSTON, NATIONAL ASSOCIATION
as Trustee

Pertaining to

Fort Bend County Industrial Development Corporation
Industrial Development Revenue Bonds
(J. Donald Hull d/b/a Hull Airport Project)
Series 1985

Dated as of December 1, 1985

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EXECUTION

EXHIBIT A Form of Bonds

STATE OF TEXAS §
 § INDENTURE OF TRUST
 COUNTY OF FORT BEND §

INDENTURE OF TRUST (together with any amendments and supplements, the "Indenture"), dated as of December 1, 1985, between FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION (the "Issuer"), a Texas nonprofit corporation, and MBANK HOUSTON, NATIONAL ASSOCIATION, as trustee (the "Trustee"), a national banking association with trust powers.

WITNESSETH:

WHEREAS, under the Act (as defined herein), the Issuer and J. Donald Hull d/b/a Hull Airport (the "Company"), a sole proprietorship, have executed a certain Loan Agreement (together with any amendments thereto, the "Agreement"), dated as of the date hereof, by the terms of which the Issuer agrees to issue a series of revenue bonds for the purpose specified therein and to loan the proceeds thereof to the Company;

WHEREAS, the Issuer has executed this Indenture for the purpose of authorizing and securing the Bonds and prescribing the terms thereof;

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth;

NOW, THEREFORE, the Issuer, in consideration of the premises and the acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the purchasers thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT to the Trustee for the benefit of the holders of the Bonds its right, title and interest in and to, and a lien upon and a security interest in and to, all of the moneys, rights and properties described in the Granting Clauses hereof, as follows:

Clause A

All moneys in and investments of all funds created in this Indenture;

Clause B

All of the Issuer's right, title and interest in, to and under the Financing Documents (as defined herein) except for the Issuer's rights to enforce and receive payments relating to indemnification, taxes and Administration Expenses (as defined herein);

Clause C

Any and all property, rights and interests of every kind or description that from time to time hereafter may be sold, transferred, conveyed, assigned, pledged, mortgaged or delivered to the Trustee as additional security hereunder.

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Clause D

The proceeds of all items in Clauses A through C above.

THE TRUSTEE SHALL HOLD THE TRUST ESTATE as security for the enforcement of the payment of the Bonds, the performance of all obligations under this Indenture and the equal benefit of all present and future holders of the Bonds as if all the Bonds had been executed and delivered simultaneously with the execution and delivery of this Indenture.

UPON COMPLIANCE WITH THE DISCHARGE PROVISIONS HEREOF and the payment to the Trustee of its reasonable fees and expenses, the Trustee shall deliver to the Company such documents as shall be necessary to discharge all liens on the Trust Estate, and this Indenture shall terminate.

THE ISSUER AND THE TRUSTEE agree that the Bonds shall be issued, authenticated and delivered, and that the Trust Estate shall be governed under the terms set forth as follows:

ARTICLE I

Definitions and Rules of ConstructionSECTION 1.01. Definitions.

When used in this Indenture, capitalized terms shall have the meanings specified in this Section unless the context clearly otherwise requires.

Act - The "Act" as defined in the Agreement.

Act of Bankruptcy - With respect to the Company, means the commencement by the Company of a voluntary case, or the commencement of an involuntary case with respect to the Company, under the Bankruptcy Code or any applicable bankruptcy, insolvency or other similar law now or hereafter in effect.

Administration Expenses - The fees and expenses of the Issuer, the Trustee, the Registrar and any Paying Agent, respectively, including their counsel fees, for the performance of their duties under and the administration of the Bond Documents and Financing Documents.

Agreement - The Loan Agreement, dated as of the date hereof, between the Issuer and the Company, including any amendments and supplements thereto.

Authorized Representative - One or more individuals designated to act on behalf of the Company by written certificate furnished to the Trustee containing the specimen signature of each such individual and signed on behalf of the Company by a representative thereof authorized to do so.

Bankruptcy Code - The United States Bankruptcy Code, as codified in Title 11, United States Code, as it may be amended, the associated rules and regulations, and any successor statute or law enacted in substitution or replacement therefor.

Bond or Bonds - The Bonds (as described in Section 2.01 hereof) issued pursuant to the Bond Resolution.

Bond Counsel - A firm of nationally recognized attorneys experienced in the financing of facilities through the issuance of tax-exempt bonds under Section 103 of the Code and acceptable to the Trustee.

Bond Documents - Those documents defined as the "Bond Documents" in the Agreement.

Bond Fund - The fund by that name created in Article IV of this Indenture.

Bond Obligations - All obligations to pay unpaid principal, interest and any premium relating to the Bonds.

Bondholder or holder - The registered owner of any Bond, as such ownership appears on the Bond registration books kept by the Trustee.

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Bondholders' Direction - A written order of the holders of at least 51 percent in aggregate principal amount of the Outstanding Bonds directing the Trustee to take, or consenting to the Trustee's taking, some specific action pursuant to the Bond Documents or the Financing Documents.

Business Day - Any "Business Day" as defined in the Form of Bonds prescribed by Exhibit A to this Indenture.

Change Notice - The notice defined as the "Change Notice" in the Form of Bonds prescribed by Exhibit A to the Indenture.

Closing - The concurrent delivery of the Bonds against payment therefor and the making of the Loan.

Closing Date - The date of the Closing.

Code - The Internal Revenue Code of 1954, as amended, together with all published regulations and revenue rulings issued with respect thereto by the Treasury Department or the Internal Revenue Service of the United States.

Commission - The Texas Economic Development Commission or any successor thereto under the Act.

Company - J. Donald Hull d/b/a Hull Airport, a sole proprietorship, and any successors thereto.

Completion Certificate - A certificate executed by an Authorized Representative stating the Completion Date and that, except for any Costs of the Project (the aggregate amount of which is identified in such certificate) not then due and payable:

(a) all Costs of the Project have been paid and the acquisition, construction and installation of the Project has been completed substantially in accordance with the plans therefor; and

(b) all other costs to be paid from the Construction Fund have been paid.

Completion Date - The date of the completion of the construction, acquisition and/or improvement of the Project, as certified by an Authorized Representative.

Construction Fund - The fund by that name created in Article IV of this Indenture.

Costs of the Project - Those costs defined as "Costs of the Project" in the Agreement.

Credit Enhancement - Any "Credit Enhancement" as defined in the Form of Bonds prescribed by Exhibit A to this Indenture.

Credit Enhancer - Any "Credit Enhancer" as defined in the Form of Bonds prescribed by Exhibit A to this Indenture.

Determination of Taxability - Any "Determination of Taxability" as defined in the Form of Bonds prescribed by Exhibit A to this Indenture.

Eligible Certificates - Certificates of deposit issued by any bank organized under the laws of the United States of America or any state thereof and having, at the time of the acquisition by the Trustee of such certificates of deposit, combined capital, surplus and undivided profits of not less than \$10,000,000.

Eligible Investments -

- (a) While Credit Enhancement is not in effect, any of the following:
- (i) Eligible Certificates;
 - (ii) Government Securities; and
 - (iii) to the extent to which they are legal investments for the Trustee, any of the following:
 - (A) obligations of federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended, or the Farm Credit Act of 1971, as amended;
 - (B) bonds or debentures of the Federal Home Loan Bank Board or of any federal home loan bank established under the Federal Home Loan Bank Act, as amended;
 - (C) obligations of the Federal National Mortgage Association or the Government National Mortgage Association;
 - (D) debentures or consolidated debentures issued by the Central Bank for Cooperatives or Bank for Cooperatives established under the Farm Credit Act of 1933, as amended, or the Farm Credit Act of 1971, as amended;
 - (E) prime commercial paper or finance company paper which is rated not less than prime one or the equivalent thereof by Moody's Investors Service, Inc., or Standard & Poor's Corporation, or their successors;
 - (F) repurchase agreements (including those issued by the Trustee, acting in its commercial banking capacity) secured by other Eligible Investments held by or pledged to the Trustee with a fair market value at least equal to 100 percent of the face amounts of such repurchase agreements;
 - (G) Tax-Exempt Securities that are secured by Government Securities or that are rated not lower than the fourth highest rating of a nationally recognized rating agency;

(H) eurodollars;

(I) money market funds that invest in any of the above;
or

(J) securities that are acquired pursuant to any investment agreement governing the investment of proceeds of the Bonds among the Company, the Trustee and MBank Capital Markets or its successor or assignee; and

(b) While Credit Enhancement is in effect, any securities that are approved by the Credit Enhancer.

Eligible Money - The following:

(a) the proceeds of the Bonds;

(b) any funds drawn pursuant to the Credit Enhancement;

(c) funds paid by the Company to the Trustee and held continuously by the Trustee for a period of 123 days during which no Act of Bankruptcy shall occur and with respect to which the Trustee has, on or subsequent to the 123rd day following payment of such funds to the Trustee, received a written certificate from the Company to the effect that no Act of Bankruptcy has occurred prior to or during the 123-day period preceding the filing of the certificate with the Trustee; and

(d) any investment earnings of any of the above.

Event of Default - Any "Event of Default" as defined in the Agreement.

Event of Taxability - Any event, act, condition or omission (whether or not in the Company's control) that has the effect of causing the interest on any Bond to become includable in the gross income for federal income tax purposes of the bondholder other than any Bondholder who is a Substantial User or a Related Person.

Financing Documents - Those documents defined as the "Financing Documents" in the Agreement.

Government Securities - Direct obligations of the United States of America and obligations on which the timely payment of principal and interest is fully guaranteed by the United States of America.

Indenture - This Indenture of Trust, including any amendments or supplements hereto.

Issuance Costs - The costs defined as "Issuance Costs" in the Agreement.

Issuer - Fort Bend County Industrial Development Corporation, a State nonprofit corporation created pursuant to the Act.

Outstanding - When used with reference to Bonds, as of any particular date, the aggregate of all Bonds authenticated and delivered under the Indenture, except:

- (a) Bonds cancelled or surrendered to the Trustee for cancellation at or prior to such date;
- (b) Bonds otherwise deemed to be paid in accordance with the Indenture;
- (c) Bonds in lieu of or in substitution for which other Bonds have been authenticated and delivered pursuant to the Indenture;
- (d) Bonds for the redemption of which Sufficient Assets have been deposited with the Trustee.

Paying Agent - The Trustee and any other bank designated by the Trustee to pay Bond Obligations.

Person - Any individual, partnership, corporation, trust or unincorporated organization, or any governmental body or agency.

Qualifying Costs - Those costs defined as "Qualifying Costs" in the Agreement.

Record Date - The date defined as such in the Form of Bonds prescribed by Exhibit A to this Indenture.

Registrar - The Trustee and any other bank designated by the Trustee to perform the duties of registrar under this Indenture.

Reimbursement Documents - Collectively, any agreement executed in connection with the Credit Enhancement that provides that the Credit Enhancer shall be reimbursed for any payments made by the Credit Enhancer pursuant to such Credit Enhancement or that provides security for such reimbursement, together with any amendments or supplements thereto.

State - The State of Texas.

Sufficient Assets -

(a) an amount of money sufficient to pay when due all Bond Obligations, Administration Expenses and other obligations due under the Financing Documents; or

(b) a principal amount of Government Securities that are not redeemable before maturity, which principal amount, together with the earnings thereon and any other money available for the purpose, when due and without the necessity of any reinvestment, will provide money sufficient to pay all Bond Obligations, Administration Expenses and other obligations due under the Financing Documents on a timely basis.

Trust Estate - All property and rights described in Granting Clauses A through D of this Indenture.

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Trustee - MBank Houston, National Association, a national banking association with trust powers or any successor thereto under this Indenture.

Trustee Documents - Collectively, the articles of association and the bylaws of the Trustee and any resolution authorizing the Trustee to execute, deliver and perform its obligations under the Financing Documents or the Bond Documents.

Unit - The County of Fort Bend, Texas.

SECTION 1.02. Certain Matters.

(a) Whenever the context thereof requires:

(i) references in this Indenture to the singular number shall include the plural and vice versa; and

(ii) words denoting gender shall be construed to include the masculine, feminine and neuter.

(b) The Table of Contents and the titles given to any article or section of this Indenture are for convenience only and are not intended in any way to modify, amend or limit the article or section.

SECTION 1.03. Other Terms.

The capitalized terms used in this Indenture that are not defined herein and that are defined terms in the Agreement shall have the meanings assigned to them therein.

ARTICLE II

Authorization, Issuance and General Terms and Provisions of the BondsSECTION 2.01. Authorization; Source of Payment.

(a) There is hereby authorized to be issued under this Indenture an issue of fully registered bonds, the Bonds, to be designated "Fort Bend County Industrial Development Corporation Industrial Development Revenue Bonds (J. Donald Hull d/b/a Hull Airport Project) Series 1985."

(b) The Bond Obligations are limited obligations of the Issuer and shall be paid solely out of the proceeds and revenues of the Trust Estate and as provided in the Financing Documents.

(c) All Bonds shall contain on the face thereof a statement to the effect that:

(i) neither the State nor any political corporation, subdivision or agency of the State shall be obligated to pay any Bond Obligations; and

(ii) neither the faith and credit nor the taxing power of the State or any other political corporation, subdivision or agency thereof nor any assets of the Issuer, other than the Trust Estate, are pledged to the payment of the Bond Obligations.

SECTION 2.02. Manner of Payment.

The Bond Obligations shall be payable as provided in the Form of Bonds prescribed by Exhibit A to this Indenture.

SECTION 2.03. Execution.

(a) The Bonds shall be:

(i) executed on behalf of the Issuer by the signature or facsimile signature of an authorized officer under its corporate seal or a facsimile thereof; and

(ii) attested by the signature or facsimile signature of an authorized officer.

(b) The Bonds may be signed and sealed on behalf of the Issuer by the persons who at the actual date of the execution of the Bonds are the proper officers of the Issuer even though at the date of the delivery of Bonds such persons do not hold that office of the Issuer.

SECTION 2.04. Form of Bonds.

The text and form of the Bonds, including the Trustee's Certificate of Authentication and any document appearing thereon relating to the transfer of the Bonds, shall be substantially as set forth in Exhibit A attached to this Indenture and hereby incorporated by reference herein.

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SECTION 2.05. Authentication and Delivery.

(a) Only Bonds that have endorsed thereon by the Trustee, or an authenticating agent appointed by the Trustee, a certificate of authentication substantially in the form appearing in the Form of Bonds prescribed by Exhibit A to this Indenture shall be valid or obligatory for any purpose or be secured by this Indenture or be entitled to any right or benefit hereunder.

(b) Such authentication upon any Bond shall be conclusive evidence and the only evidence that the Bond so authenticated has been duly issued under this Indenture and that the holder is entitled to the benefit of the trusts created hereby.

(c) Upon payment in full for the purchase price of the Bonds, the Trustee shall have the Bonds authenticated and deliver the Bonds to the Purchaser (or the appropriate agent acting on behalf of the Purchaser) pursuant to the Bond Resolution.

(d) Immediately upon the Closing, there shall be delivered to the Trustee fully executed counterparts of the Bond Documents and the Financing Documents and an approving opinion of Bond Counsel.

SECTION 2.06. Negotiability; Registration Books.

(a) The Bonds shall at all times be fully registered as to both principal and interest and shall be transferred only on bond registration books kept by the Registrar.

(b) Transfers shall be made by the Registrar upon presentment by the Bondholder of the appropriate Bond, together with proof of ownership satisfactory to the Registrar.

(c) The Registrar may not be required to transfer any Bond unless the transfer form on such Bond is properly completed to the Registrar's satisfaction.

(d) All transfers shall be made without expense to the Bondholder, but any taxes or other governmental charges required to be paid with respect thereto shall be paid by the Bondholder requesting such transfer as a condition precedent to the exercise of such privilege.

(e) The Registrar, at its discretion, may make transfers or exchanges of the Bonds after the Record Date.

(f) The Bondholder may be treated by the Issuer, the Trustee, the Registrar, any Paying Agent and the Company as the absolute owner thereof for all purposes, including payment and discharge of liability upon the Bond to the extent of such payment, and the Issuer, the Trustee, any Paying Agent and the Company shall not be affected by any notice to the contrary.

SECTION 2.07. Amount, Date, Denomination, Numbers, Payment Terms and Redemption of Bonds.

The Bonds shall be issued in the initial aggregate principal amount and initial denomination(s), shall be initially numbered and dated, shall bear interest and

mature or be payable and shall be subject to redemption as provided in the Form of Bonds prescribed by Exhibit A to this Indenture.

SECTION 2.08. Replacement Bonds.

(a) Upon receipt by the Trustee of evidence satisfactory to it of the loss, theft, destruction or mutilation of any Bond and of indemnity, if requested, satisfactory to it and upon surrender and cancellation of any Bond, if mutilated, the Trustee shall authenticate and deliver a new Bond of the same series, of like tenor and bearing the same or a different number, in lieu of such lost, stolen, destroyed or mutilated Bond.

(b) Such new Bond may bear such endorsement or distinguishing mark as deemed appropriate by the Trustee.

(c) The Issuer and the Trustee may require the payment of a sum sufficient to reimburse them for all reasonable out-of-pocket expenses incurred in connection with the issue of each new Bond under this Section, including the charges of the Trustee.

(d) Any Bond executed and delivered by the Issuer and authenticated by the Trustee in lieu of any lost, stolen, destroyed or mutilated Bond shall evidence and represent the identical obligations that, prior thereto, were evidenced and represented by the Bond with respect to which it is executed, authenticated and delivered, all without novation of any rights, obligations or liens pertaining thereto.

SECTION 2.09. Exchange of Bonds.

Upon the surrender of any Bond to the Trustee, at the request of the holder thereof, the Trustee shall authenticate and deliver multiple Bonds, in the denomination(s) approved by the Trustee, of like tenor in exchange therefor.

SECTION 2.10. Temporary Bonds.

(a) The Issuer may execute and the Trustee shall authenticate and deliver one or more temporary Bonds of the same tenor of the definitive Bonds with such appropriate variations as the officers of the Issuer executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(c) Upon the presentation and surrender of the Bond or Bonds in temporary form to the Trustee, the Trustee shall authenticate and deliver in exchange therefor, a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered, and such exchange shall be made without the making of any charge therefor to any holder of the Bonds.

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ARTICLE III

General Covenants

SECTION 3.01. Protection of Trust Estate.

- (a) Other than as provided in this Indenture, the Issuer shall not:
- (i) create or permit to be created any lien or charge upon the revenues from or in connection with the Trust Estate; or
 - (ii) incur any indebtedness relating to the Project that is secured by a pledge of the revenues from the Trust Estate.
- (b) Notwithstanding subsection (a) of this Section, the Issuer shall not be precluded from taking any action with respect to the Project necessary for it to perform its lawful functions.

SECTION 3.02. Inspection of Project Books.

The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the revenues derived from the Trust Estate shall at all times be open to inspection by the Trustee or any representatives that it may from time to time designate.

SECTION 3.03. Rights of Trustee.

- (a) The Issuer agrees that the Trustee in its own name may enforce all rights of the Issuer in and to the Bond Documents and the Financing Documents for and on behalf of the Bondholders whether or not the Issuer is in default hereunder.
- (b) The Issuer shall cooperate fully with the Trustee in any proceedings or shall join in or commence in its own name any proceedings necessary to enforce the rights of the Issuer in and to the Bond Documents and the Financing Documents if the Trustee so requests.

SECTION 3.04. Issuer's Further Assurance.

The Issuer will use its best efforts to cooperate with the Trustee, the Company and the Bondholders for the better assuring, pledging, assigning and confirming unto the Trustee all the revenues and property from the Financing Documents pledged to the payment of the Bond Obligations; provided that, the Issuer is indemnified to its satisfaction for all such actions.

SECTION 3.05. Information Concerning Names and Addresses of Bondholders.

The Trustee, upon the request and at the expense of the Company or the Issuer, shall provide the Company or the Issuer with a list of the names and addresses of all Bondholders.

ARTICLE IV

FundsSECTION 4.01. Creation of Funds.

The Bond Fund and the Construction Fund are hereby created and established and shall be held by the Trustee.

SECTION 4.02. Disposition of Bond Proceeds.

The proceeds from the sale of the Bonds shall be received by the Trustee and deposited into the Construction Fund concurrently with the delivery thereof.

SECTION 4.03. Disposition of Loan Payments.

All Loan payments shall be deposited into the Bond Fund.

SECTION 4.04. Money Held in Trust as Security.

All money from time to time received by the Trustee and held in any fund created under this Indenture shall be held in trust by the Trustee as security for the benefit of the holders from time to time of the Bonds.

SECTION 4.05. Investments.

(a) Any fund under this Indenture may be retained as uninvested trust funds, but subject to the limitations of this Indenture, upon receipt from time to time of written instructions (or verbal instructions promptly confirmed in writing by an Authorized Representative) from an Authorized Representative so directing, such funds may be invested in Eligible Investments.

(b) The securities purchased with the money in each such fund shall be deemed a part of such fund, and for the purpose of determining the amount of money in such fund, the securities therein shall be valued at their cost or market, whichever is lower.

(c) Not less frequently than annual statements of account of the earnings or losses, disbursements and deposits and any other changes in the fund balances shall be submitted by the Trustee to the Company.

(d) All investment earnings on the Bond Fund shall be retained therein and shall be used for the purpose of paying Bond Obligations.

(e) All investment earnings on any other fund created under this Indenture shall be deposited to the Bond Fund or, with respect to investment earnings on the Construction Fund, shall be used, at the direction of an Authorized Representative, to pay for Costs of the Project.

(f) Any funds transferred to the Bond Fund from the Construction Fund on the Completion Date shall not be invested in Securities or Obligations (other than Tax-Exempt Securities) with a yield greater than the yield on the Bonds.

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(g) Investments pursuant to this Section shall be subject to such terms and conditions as will permit such money to be available for use when needed, and investments shall mature or become marketable not later than as shall be necessary to provide money when needed, for payments to be made from such funds.

(h) If at any time it becomes necessary that some or all of the investments purchased with the money in any such fund be redeemed or sold in order to raise money necessary to comply with this Indenture, the Trustee shall effect such redemption or sale, employing, in the case of sale, any commercially reasonable method. If the Trustee is unable, after reasonable effort and within a reasonable time after receipt of written direction from an Authorized Representative, to make, redeem, or sell any such investment, it shall so notify in writing the Authorized Representative, and, thereupon, the Trustee shall be relieved of all liability and responsibility with respect thereto.

SECTION 4.06. Use of Money in Bond Fund.

(a) Money deposited from time to time in the Bond Fund shall be applied by the Trustee to pay Bond Obligations on an equal and ratable basis as they become due; provided that, while Credit Enhancement is in effect only Eligible Money to the extent available shall be so applied.

(b) The Trustee shall make timely transfer to any Paying Agent of money on deposit in the Bond Fund to pay Bond Obligations.

(c) Money in the Bond Fund may be applied as otherwise expressly permitted or required by this Indenture.

(d) Any accrued interest received upon the sale of the Bonds shall be applied to the interest payment next coming due thereon.

SECTION 4.07. Lapse of Payment.

(a) Any moneys deposited with the Trustee in trust for the payment of Bond Obligations and remaining unclaimed for one year after such Bond Obligations have become due and payable shall be paid to the Company.

(b) After the payment of such unclaimed moneys to the Company, the holder of such Bond shall thereafter look only to the Company for the payment thereof, and all liability of the Trustee, the Issuer, or the Paying Agent with respect to such moneys shall thereupon cease.

(c) In the event any Bonds are not presented for payment when due, either at maturity or at the date fixed for redemption thereof or otherwise, if funds sufficient to pay such Bonds shall have been made available to the Trustee for the benefit of the holders thereof, all liability of the Issuer to the holders thereof for the payment of such Bonds shall terminate and be completely discharged.

(d) The Trustee shall hold such segregated funds, without liability for interest thereon, for the benefit of the holders of such Bonds, who shall thereafter be restricted exclusively to such funds for the satisfaction of any claim of whatever nature on their part under this Indenture or relating to such Bonds.

SECTION 4.08. Payments from Construction Fund.

(a) A portion of the funds deposited into the Construction Fund shall be disbursed, concurrently with the delivery of the Bonds, or as soon as practicable thereafter, upon the receipt by the Trustee of a written order executed by an authorized officer of the Issuer and the Company, respectively, specifying the amounts to be paid and the Persons to whom such payments are to be made in payment for Issuance Costs.

(b) From the funds remaining in the Construction Fund, the Trustee shall make payments upon receipt from time to time of written requisitions signed by an Authorized Representative and approved by an authorized representative of the Purchaser.

SECTION 4.09. Completion of Project.

(a) Upon completion of the Project, the Company shall furnish the Trustee with the Completion Certificate, which may state that it is given without prejudice to any rights against third parties then existing or subsequently arising.

(b) If any amount (exclusive of that amount retained by Trustee in the Construction Fund for payment of Costs of the Project not then due and payable) remains in the Construction Fund after the Completion Date, it shall be transferred by the Trustee to the Bond Fund and segregated in a special escrow account.

(c) The funds in such escrow account shall be applied by the Trustee to prepay the principal on the Loan (for the purpose of redeeming Bonds to the extent of such prepayment) as provided in the Bonds.

SECTION 4.10. Draw on Credit Enhancement.

While Credit Enhancement is in effect, if at the opening of business on the Business Day before any Bond Obligations next fall due, including any date on which Bond Obligations have been accelerated, the Bond Fund does not contain an amount of Eligible Money sufficient to pay the Bond Obligations next falling due, the Trustee shall draw funds pursuant to Credit Enhancement to the extent permissible in an amount sufficient to pay such Bond Obligations.

ARTICLE V

Acceleration and Remedies for Event of Default

SECTION 5.01. Acceleration.

(a) With respect to Bonds fully covered by Credit Enhancement, the Trustee shall declare all Bond Obligations to be immediately due and payable upon the occurrence of an Event of Default.

(b) With respect to Bonds not fully covered by Credit Enhancement, the Trustee may declare, and at the Bondholders' Direction shall declare, all Bond Obligations to be due and payable upon the occurrence of an Event of Default.

SECTION 5.02. Enforcement of Rights.

(a) The Trustee, as pledgee and assignee for security purposes of all of the right, title and interest of the Issuer in and to the Trust Estate, upon compliance with applicable requirements of law and except as otherwise set forth in this Article, shall be the sole real party in interest and have standing, exclusive of the holders of Bonds, to enforce each and every right granted to the Issuer with respect to the Trust Estate.

(b) In exercising the rights given the Trustee under the Bond Documents and the Financing Documents, the Trustee shall take such action as therein directed, or failing such direction, may take such action as in the judgment of the Trustee would best serve the interests of the Bondholders, in each instance taking into account all provisions of the Bond Documents and the Financing Documents; provided that, while Credit Enhancement is in effect and the Bond Obligations are being paid on a timely basis, the Trustee shall enforce all remedies under the Bond Documents and the Financing Documents as directed by the Credit Enhancer.

SECTION 5.03. Remedies.

(a) The Trustee shall have all of the rights and remedies of a secured party available under the Uniform Commercial Code of the State.

(b) Upon the occurrence of any Event of Default, the Trustee may take any one or more of the following steps:

(i) by suit for damages or injunction, or other suit, action or proceeding at law or in equity (including any suit, action or proceeding authorized under the Act), enforce all rights of the Bondholders, including foreclosure and repossession rights under any mortgage within the Trust Estate, require any obligor under the Financing Documents to carry out any agreements with or for the benefit of the Bondholders and to perform its duties under the Financing Documents and the Bond Documents; or

(ii) by action or suit in equity, enjoin any acts or things that may be unlawful or in violation of the rights of the Issuer, the Trustee or the Bondholders; or

(iii) by out-of-court proceeding or by injunction or other suit, action or proceeding at law or in equity, enforce and exercise all rights of the Issuer or the Trustee arising therefrom and under the Financing Documents or the Bond Documents; or

(iv) upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and the Bondholders, have a receiver or receivers appointed for the Trust Estate and any mortgage within the Trust Estate, with such powers as are specified in the Act and such additional powers as the court making such appointment shall confer.

(c) In addition to the remedies provided under this Indenture, the Trustee may exercise any other rights and remedies afforded by law.

SECTION 5.04. Restoration of Rights.

If any proceeding taken by the Trustee as a result of any Event of Default is discontinued or abandoned for any reason, or is determined adversely to the Trustee, then the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

SECTION 5.05. Right to Direct the Remedial Proceedings.

(a) With respect to an Event of Default arising from the failure to pay Bond Obligations on a timely basis, the Trustee shall exercise its remedial powers under the Bond Documents and the Financing Documents in the manner specified by Bondholders' Direction.

(b) As long as Credit Enhancement is in effect and the Bond Obligations are paid on a timely basis, the Trustee shall:

(i) enforce all remedies under the Bond Documents and the Financing Documents at the sole direction of and in the manner directed by the Credit Enhancer; and

(ii) pay all proceeds derived from the enforcement of the remedies under the Bond Documents and the Financing Documents to the Credit Enhancer to the extent such proceeds represent Bond Obligations previously paid.

SECTION 5.06. Enforceability by Trustee.

(a) All rights of action under the Bond Documents or the Financing Documents may be enforced by the Trustee without the possession of any of the Bonds or the production thereof at the trial or other proceedings relative thereto.

(b) Any such suit, action or proceeding instituted by the Trustee shall be brought in its name, as Trustee, or if necessary, in the name of the Issuer, for the equal and ratable benefit of the holders of the Bonds.

SECTION 5.07. Non-Exclusive Remedies.

No remedy herein conferred upon or reserved to the Trustee or the holders of the Bonds is intended to be exclusive of any other remedy or remedies, except as expressly excluded herein, and each and every such remedy shall be cumulative.

SECTION 5.08. Delays; Omissions.

(a) No delay or omission by the Trustee or by any holder of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein.

(b) Every power and remedy given to the Trustee and to the holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

SECTION 5.09. Application of Money.

(a) All money received by the Trustee pursuant to any right given or action taken under this Article, after the payment of all costs and expenses incurred in connection with the recovery of such money, shall be deposited in the Bond Fund; provided that, as long as Credit Enhancement is in effect and the Bond Obligations are paid on a timely basis, the Trustee shall pay all proceeds derived from the enforcement of the remedies under the Bond Documents and the Financing Documents to the Credit Enhancer.

(b) All money in the Bond Fund after an Event of Default other than money for the payment of Bond Obligations that have become payable before any Event of Default, shall be applied as follows:

(i) first, to the payment ratably of all unpaid interest due on the Bonds;

(ii) second, to the payment of the unpaid principal of and any premium on the Bonds that have become due along with interest on such overdue principal from the respective dates upon which such principal became due and, if the amount available is not sufficient to pay in full such amounts on any particular date, then to the payment ratably, according to the amount of principal due on such date, without any discrimination or privilege among the Persons entitled to such payment;

(iii) third, to the payment of Administration Expenses; and

(iv) fourth, to the payment of any unpaid obligations under the Financing Documents;

provided that, while all the Bonds are bearing interest at the "Initial Rate" as defined in the Bonds), such money shall be applied first to the payment of Administration Expenses.

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(c) Whenever money is to be applied pursuant to this Section, such money shall be applied at the earliest time that the Trustee determines appropriate, having due regard to the amount of such money available for application and the likelihood of additional money becoming available for such application in the future.

(d) The Trustee may give any notice of its actions pursuant to this Section that it determines appropriate.

(e) Neither the Trustee nor any Paying Agent shall make payment to the holder of any unpaid Bond until such Bond shall be presented for appropriate endorsement or for cancellation if fully paid.

ARTICLE VI

Concerning the Trustee, the Registrar and Paying Agents

SECTION 6.01. Acceptance of Trusts and Duties.

(a) The Trustee hereby accepts and agrees to perform the trusts imposed upon it by this Indenture, and no others, which are authorized by and in conformity with the Trustee Documents.

(b) The Trustee hereby agrees to perform the duties explicitly imposed on it by the Bond Documents and the Financing Documents, but there shall be no implicit duties imposed on it.

(c) The Trustee shall not be required to give any bond or surety in respect of the execution of such trusts, powers, duties or otherwise.

SECTION 6.02. Recitals.

The recitals, statements and representations in the Bond Documents, except only the Trustee's authentication of the Bonds and the Trustee's representations of trust powers and the Trustee's acceptance of the trusts hereunder, shall not be taken as made by the Trustee, and the Trustee does not assume any responsibility for the correctness thereof.

SECTION 6.03. Performance through Attorneys, Agents, Receivers or Employees.

(a) The Trustee (i) may execute any of the trusts or powers hereof and perform the duties required of it by or through attorneys, agents, receivers or employees and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and (ii) in all cases may pay such reasonable compensation as it shall deem proper to all such Persons as reasonably may be required and employed in connection with the trusts hereof.

(b) The Trustee shall not be liable for the default, negligence, or misconduct of any such attorney, agent, receiver or employee selected by it with reasonable care.

(c) The Trustee may act upon the opinion or advice of any attorney selected by it with reasonable care, and the Trustee shall not be responsible for anything done or not done in good faith in accordance with any such opinion or advice.

SECTION 6.04. Expenses, Charges and Other Disbursements.

In the event that the Company fails to pay Administration Expenses, the Trustee, the Registrar and each Paying Agent may deduct such amounts from any Company moneys in their possession.

SECTION 6.05. Trustee Not Required to Take Notice of Event of Default.

The Trustee shall not be required to take notice, or be deemed to have notice, of any Event of Default other than an Event of Default arising from the failure to pay Bond Obligations or failure of the Company to make Loan payments when due, unless a corporate trust officer of the Trustee receives written notice of such Event of Default from the Company, any Credit Enhancer or the holders of at least 15 percent in the aggregate principal amount of the Bonds then Outstanding.

SECTION 6.06. Full Information.

The Trustee at any time may require the Company to furnish full information and advice as to the Company's compliance with or performance of any particular covenants, conditions and agreements contained in the Financing Documents.

SECTION 6.07. Right to Inspect.

At any reasonable time the Trustee, the Company and their respective duly authorized representatives shall have the right to fully inspect any and all books, papers and records of the Issuer pertaining to the Project and Bonds and to make copies thereof.

SECTION 6.08. Obligation to Take Action.

(a) As long as the Bond Obligations are being paid on a timely basis and Credit Enhancement remains in effect, the Trustee shall exercise any authority it has under the Bond Documents or the Reimbursement Documents upon the request of the Credit Enhancer; provided that, upon termination of Credit Enhancement or in the absence of Credit Enhancement, the Trustee shall exercise such authority at the Bondholders' direction.

(b) Until the Trustee receives indemnification satisfactory to it, including the deposit of estimated Administration Expenses, the Trustee shall be under no duty to:

(i) take any action with respect to any Event of Default or otherwise or toward the execution or enforcement of any trusts created hereby; or

(ii) institute, appear in or defend any suit or other proceedings in connection therewith.

(c) This Section is intended only for the protection of the Trustee and shall not affect any discretion or power given by this Indenture to the Trustee to take action in respect of any Event of Default without such Bondholders' Direction or request of the Credit Enhancer or without indemnity.

(d) The permissive authority of the Trustee to act pursuant to this Indenture shall not be construed as a duty to exercise such authority.

(e) Except as expressly provided by this Indenture, the Trustee shall not be obligated to give any notice, demand, report, request, reply, statement, advice or opinion to any Bondholder, the Issuer, the Company or any other Person, and the

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Trustee shall not incur any liability for its failure or refusal to give same unless expressly required to do so by this Indenture.

SECTION 6.09. Reliance on Documents.

(a) The Trustee shall incur no liability in acting or proceeding in good faith upon any resolution, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document prepared and furnished pursuant to any of the Bond Documents or the Financing Documents that it in good faith believes to be genuine.

(b) The Trustee may accept and rely upon such materials as conclusive evidence of the truth and accuracy of such statements and shall not be required to investigate any matters contained in any such documents.

(c) The Trustee is not bound to recognize any Person as the holder of any Bond or to take any action at such Person's request unless evidence satisfactory to the Trustee of the ownership of such Bond is furnished to the Trustee.

(d) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of its duties hereunder or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

SECTION 6.10. Trustee May Own Bonds.

(a) Upon compliance with all applicable laws, the Trustee may buy, sell, own, hold and deal in any of the Bonds.

(b) As a Bondholder, the Trustee may join in any action that any other Bondholder may be entitled to take with like effect as if the Trustee were not a party to this Indenture.

(c) The Trustee, either as principal or agent, or in any other commercial or banking capacity, may:

(i) engage in or be interested in any financial or other transaction with the Issuer or the Company; and

(ii) act as depository, trustee, or agent for any committee or body of holders of the Bonds or other obligations of the Issuer as freely as if it were not Trustee hereunder.

SECTION 6.11. Resignation by Trustee.

(a) The Trustee may resign and be discharged of the trusts created by this Indenture by executing a written instrument resigning such trust and specifying therein the date when such resignation shall take effect.

(b) An instrument of resignation executed pursuant to this Section shall be delivered to the Issuer, the Company and all Bondholders not less than 30 days before the date specified in such instrument when such resignation is to take effect.

(c) The resignation of the Trustee shall take effect only upon the appointment of a successor Trustee.

(d) If an instrument of acceptance by a successor Trustee is not delivered to the resigning Trustee within 30 days after the date of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

SECTION 6.12. Removal of Trustee.

At the Bondholders' Direction, the Trustee may be removed at any time by written instrument appointing a successor filed with the Trustee so removed; provided, that such removal will not take effect prior to the receipt of notice thereof by the Company and the Issuer.

SECTION 6.13. Appointment of Successor Trustee.

(a) If the Trustee resigns, is removed or is dissolved, or if its property or affairs are taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall immediately exist in the office of Trustee, and a successor may be appointed at the Bondholders' Direction.

(b) Copies of each instrument appointing a successor Trustee pursuant to this Section shall be promptly delivered to the predecessor Trustee, the Trustee so appointed and the Company.

(c) Pending the appointment of a successor, the Issuer may appoint a temporary Trustee, who shall serve until a successor Trustee is appointed.

SECTION 6.14. Qualifications of Successor Trustee.

Every successor Trustee hereunder appointed shall be a financial institution with trust powers having a combined capital, surplus and undivided profits of at least \$10,000,000.

SECTION 6.15. Concerning Successor Trustee.

(a) Any successor Trustee shall execute, acknowledge and deliver to the predecessor Trustee and the Company a written instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder with like effect as if originally named Trustee.

(b) Upon request of the newly appointed Trustee, the predecessor Trustee shall execute and deliver a written instrument transferring to such successor Trustee all the estates, property, rights, powers and trusts hereunder of

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the predecessor Trustee, and the predecessor Trustee shall pay over or deliver to the successor Trustee all money, records and other assets at the time held by it hereunder; provided that the predecessor Trustee shall not be required to make such delivery until it has been paid in full for Administration Expenses.

SECTION 6.16. Merger of Trustee.

Any corporation (a) into which any Trustee or Paying Agent hereunder is merged or with which it is consolidated, (b) resulting from any merger or consolidation to which any Trustee or Paying Agent hereunder is a party, or (c) to which any Trustee or Paying Agent hereunder transfers substantially all of its assets shall be a successor Trustee hereunder or a successor Paying Agent, as applicable, without the execution or filing of any instrument or any further act on the part of the parties hereto.

SECTION 6.17. Scope of Responsibility.

Except as otherwise expressly provided in the Bond Documents or the Financing Documents, no provision of the Bond Documents or the Financing Documents shall impose any liability on the Trustee other than for its own gross negligence or willful misconduct, provided that:

(a) the Trustee shall not be liable except for the performance of such duties as are specifically set forth in the Bond Documents and the Financing Documents, and no implied covenant or obligation shall be read into the Bond Documents or the Financing Documents against the Trustee;

(b) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with any Bondholders' Direction or instruction by the Credit Enhancer with which it is required by this Indenture to comply;

(c) the Trustee shall not be liable for any error or judgment made in good faith unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts;

(d) the Trustee shall not be liable for any loss arising from investments made by it pursuant to the Bond Documents or resulting from the redemption or sale of any such investment as therein authorized;

(e) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any note, notice, resolution, consent, certificate, affidavit, letter, telegram, teletype message, statement, order or other documents reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person;

(f) any action taken by the Trustee upon the request, authority or consent of any holder of a Bond shall be conclusive and binding upon all future owners of the same Bond and of Bonds issued in exchange therefor or in place thereof;

(g) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability or take any action, at the Bondholders' Direction or otherwise, that in the judgment of the Trustee would conflict with any rule or law or with the terms of this Indenture or would be unjustly prejudicial to the Bondholders not taking part in such direction;

(h) the Trustee shall not be liable for any investment that causes the Bonds to become "arbitrage bonds," within the meaning of Section 103(c) of the Code, if the Trustee made such investment pursuant to instruction of an Authorized Representative; and

(i) the Trustee shall not be responsible for an recording or rerecording, registration or reregistration or filing or refiling of any Bond Document or any Financing Document.

SECTION 6.18. Intervention by Trustee.

In any judicial proceeding to which the Issuer is a party and that, in the opinion of the Trustee and its counsel, might have a substantial bearing on the interest of Bondholders, the Trustee may, and at the Bondholders' Direction and upon receipt of indemnity satisfactory to it shall, intervene on behalf of the Bondholders if permitted to do so by the court having jurisdiction in the premises.

SECTION 6.19. Notice of Event of Default to Issuer and Bondholder.

Upon the occurrence and continuation of an Event of Default known to the Trustee, the Trustee, within 90 days after the date it has received notice as provided in Section 6.05 of this Indenture, shall notify the Issuer and each Bondholder.

SECTION 6.20. Notice of Certain Matters to Commission.

Upon the occurrence of an Event of Default as a result of the Company's failure to make a Loan payment, or upon the occurrence of a Determination of Taxability, or upon notice by the Internal Revenue Service that interest on the Bonds is or may be subject to federal income taxation, the Trustee promptly upon becoming aware thereof shall give notice thereof to the Commission.

SECTION 6.21. Certificate and Opinion Furnished to Trustee.

(a) Upon request or application by the Company to the Trustee to take any action under the Bond Documents or the Financing Documents, the Company, if requested by the Trustee, shall furnish to the Trustee:

(i) an officers' certificate stating that, in the opinion of the signers, each condition precedent, if any, provided in the Bond Documents or the Financing Documents relating to the proposed action has been complied with; and

(ii) an opinion of counsel stating that, in such counsel's opinion, each such condition precedent has been complied with.

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(b) Each certificate and opinion furnished under subsection (a) of this Section shall include:

(i) a statement that each person making such certificate or opinion has read each such condition precedent;

(ii) a brief description of the nature and scope of the examination or investigation upon which the statements or opinions contained in the certificate or opinion are based;

(iii) a statement that, in the opinion of each such person, such person has made such examination or investigation as is necessary to enable such person to express an informed opinion as to whether such condition precedent has been complied with; and

(iv) a statement as to whether, in the opinion of such person, such condition precedent has been complied with.

ARTICLE VII

Certain Matters Concerning BondholdersSECTION 7.01. Written Communications by Bondholders.

(a) Any written communication required or permitted by the Bond Documents to be executed by Bondholders may be in any number of concurrent instruments of similar tenor and may be executed by such Bondholders in person or by agent appointed by written instrument.

(b) The fact and date of the execution by any Person of any such communication may be proved by:

(i) the certificate of any officer in any jurisdiction who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the Person signing such communication acknowledged before him the execution thereof; or

(ii) an affidavit of a witness to such execution.

(c) Proof of execution of instruments in the manner provided by this Section shall be sufficient for any purpose of the Bond Documents and shall be conclusive in favor of the Trustee, the Registrar and any Paying Agent with respect to any action taken by it in reliance thereon.

SECTION 7.02. Effect of Trustee's Prior Action.

Any request or consent of the holder of any Bond shall bind every future holder of the same Bond in respect of anything done by the Trustee pursuant to such request or consent.

ARTICLE VIII

Modification of Bond Documents

SECTION 8.01. Modification of Bond Documents.

(a) The Bond Documents may be amended upon:

(i) complying with the provisions in this Article (including obtaining the Bondholders' approval required by this Article); and

(ii) such amendment being accepted by the Issuer or the Trustee as provided herein.

(b) The Issuer hereby authorizes the Trustee, on behalf and without the approval of the Issuer, to accept any amendment to the Bond Documents that does not:

(i) adversely affect the rights of the Issuer; and

(ii) in the opinion of Bond Counsel, require the approval of the Issuer to avoid the occurrence of an Event of Taxability.

(c) Any amendment to the Bond Documents suggested by any party to the Bond Documents may be accepted by the Issuer or the Trustee if:

(i) the amendment does not adversely affect the rights of any other party having rights or obligations under the Bond Documents; or

(ii) any such party whose rights are adversely affected approves such amendment in writing.

(d) With respect to any amendment to the Bond Documents that permits:

(i) any change in the times or amounts with respect to, or currency in the payment of, the Bond Obligations;

(ii) any change of the interest rate from that which is contained in the Bonds;

(iii) a preference of any Bond over any other Bond;

(iv) any change in the maturity of or redemption terms with respect to the Bonds;

(v) any change causing an Event of Taxability; or

(vi) any change in the aggregate amount of Outstanding Bonds required to be held by the Bondholders consenting to any change of the Bond Documents;

the written approval of the holders of all Outstanding Bonds shall be required. Except as otherwise provided in this Section, with respect to any other amendment to the Bond Documents, the written approval of the holders of not less than a majority in aggregate principal amount of the Outstanding Bonds shall be required.

(e) The holder of any Bond subject to a Change Notice shall be deemed to have approved any amendment proposed in such Change Notice if the Bondholder owns the Bond on the effective date of such amendment.

(f) No Bondholder approval shall be required for any amendment to the Bond Documents that is required by any national rating agency from which a rating is sought for the Bonds in order to obtain the appropriate rating on the Bonds.

(g) No Bondholder approval shall be required for the substitution of Credit Enhancement if such substitution does not lower any then-existing rating on the Bonds.

SECTION 8.02. Right to Require Opinion of Counsel.

(a) Before accepting any amendment to the Bond Documents, the Issuer or the Trustee, as applicable, may require an opinion of counsel, reasonably acceptable to such party, to the effect that:

(i) the requirements of the Bond Documents with respect to making such amendment have been satisfied; and

(ii) upon the proper execution of the documents reflecting such amendment, the Bond Documents, as amended, will be legal, valid and binding obligations of the parties thereto.

(b) Additionally, neither the Issuer nor the Trustee shall be obligated to approve any amendment to the Bond Documents in the absence of an opinion of Bond Counsel that such amendment will not cause an Event of Taxability.

SECTION 8.03. Effect of Amendments.

Upon receipt of all required approvals and the execution, delivery and acceptance of any amendment to the Bond Documents pursuant to this Article, the Bond Documents shall be deemed to be amended in accordance therewith, and the respective rights, duties and obligations thereunder of the Issuer, the Trustee and the holders of all Bonds then Outstanding shall be thereafter exercised and enforced hereunder subject to such amendment.

ARTICLE IX

Discharge and Defeasance of Indenture

SECTION 9.01. Discharge and Defeasance.

(a) When the Bond Obligations and all obligations of the Company and the Issuer under the Financing Documents and the Bond Documents, respectively, are paid, then all right, title and interest of the Trustee in and to the Trust Estate and any other security for the Bonds shall be of no further force and effect and be discharged.

(b) Upon the discharge of this Indenture, the Trustee shall surrender the Trust Estate to the Company and shall deliver to the Company, or to any Person authorized by the Company, any surplus remaining in any fund created herein.

(c) The Trustee shall execute all documents reasonably required to effect such assignments and transfers, including any document or instrument required to effect the release of any mortgage within the Trust Estate.

(d) Any discharge or defeasance of this Indenture shall be without prejudice to the right of the Trustee, the Registrar and any Paying Agent to be paid Administration Expenses.

(e) There shall be no discharge or defeasance of the Trust Estate or other security for the Bonds until the earlier of:

(i) receipt of an opinion of counsel reasonably acceptable to the Trustee to the effect that the funds on deposit under this Indenture are not subject to recovery by a bankruptcy trustee pursuant to the Bankruptcy Code; or

(ii) all funds on deposit under this Indenture have been on deposit for at least 123 days and the Trustee has received a certificate from a duly authorized officer of the Company to the effect that no Act of Bankruptcy has occurred during such period.

(f) If the Company delivers Sufficient Assets to the Trustee for deposit in a special escrow account in the Bond Fund to be established by the Trustee, and as long as the Company is not in default under the Bond Documents or the Financing Documents, the Trustee shall:

(i) notify the Company that no additional or further Loan payments need be made;

(ii) periodically transfer money out of such special escrow account in amounts necessary to make payments when due of all Bond Obligations, Administration Expenses and all other obligations under the Financing Documents; and

(iii) deliver the Trust Estate, exclusive of the Bond Fund, to the Company, free of this Indenture and, upon request of the Company, execute and deliver such documents and instruments as are necessary and appropriate to release any mortgages in the Trust Estate from the lien thereof.

SECTION 9.02. Release or Exchange of Security.

While Credit Enhancement is in effect, the Trustee, at the sole direction of the Credit Enhancer, shall release or exchange any security, other than the Credit Enhancement, for the Bonds. While Credit Enhancement is not in effect, no release or exchange of security for the Bonds shall be permitted except at the Bondholders' Direction.

ARTICLE X

Miscellaneous

SECTION 10.01. Successors of the Issuer.

(a) In the event of the dissolution of the Issuer, all the covenants, stipulations, promises and agreements contained in this Indenture by or on behalf of or for the benefit of the Issuer shall bind or inure to the benefit of the successors of the Issuer from time to time and any Person to whom any power or duty of the Issuer is transferred.

(b) In the event no successor exists, then all rights and duties of the Issuer under the Bond Documents may be exercised or such duties fulfilled by the Trustee.

SECTION 10.02. Exclusive Benefit.

(a) Except as otherwise specifically provided in this Indenture, nothing expressed or implied in this Indenture shall confer upon any Person, other than the Issuer, the Trustee, the Paying Agent, the holders of the Bonds, any Credit Enhancer and the Company, any right, remedy or claim hereunder.

(b) This Indenture is for the sole and exclusive benefit of the Issuer, the Trustee, the Paying Agent, the Company, any Credit Enhancer and the Bondholders.

SECTION 10.03. No Personal Liability or Accountability.

No obligation contained in the Bond Documents shall be deemed to be the obligation of any official, agent or employee of the Issuer or the Unit, in his individual capacity, and neither the Board, the governing body of the Unit, any official of the Issuer or Unit nor any official executing the Bond Documents shall be liable personally thereon or be subject to any personal liability or accountability with respect thereto.

SECTION 10.04. Notices.

(a) All notices, certificates or other communications required by or made pursuant to this Indenture shall be in writing and given by registered or certified mail, return receipt requested, postage prepaid, or given by telex, telegram or hand delivery, addressed as follows:

(i) if to the Issuer:

Fort Bend County Industrial
Development Corporation
Fort Bend County Courthouse Annex
500 Jackson St.
Richmond, Texas 77469

(ii) if to the Company:

J. Donald Hull d/b/a Hull Airport
P.O. Box 1405
Sugarland, Texas 77487

(iii) if to the Trustee:

MBank Houston, National Association
910 Travis Street
Houston, Texas 77002
Attention: Corporate Trust Department

(iv) if to the Commission:

Texas Economic Development Commission
P. O. Box 12728
Austin, Texas 78711
Attention: Executive Director

(b) A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Company shall also be given to the Trustee.

(c) The Issuer, the Company and the Trustee may designate any further or different addresses to which subsequent notices, certificates or communications shall be sent.

(d) Any communication delivered by mail in compliance with this Section is deemed to have been given as of the date of deposit in the mail.

(e) A provision of this Indenture that provides for a specific method of giving notice or otherwise conflicts with this Section supersedes this Section to the extent of the conflict.

SECTION 10.05. Severability.

If any clause, provision or section of this Indenture is ruled invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability thereof shall not affect any of the remaining clauses, provisions or sections hereof.

SECTION 10.06. Counterparts.

This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

SECTION 10.07. Applicable Law.

This Indenture shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State and, if applicable, federal law.

00666

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed and attested, if appropriate, by their respective duly authorized officers, all as of the date first above written but actually on _____.

FORT BEND COUNTY INDUSTRIAL
DEVELOPMENT CORPORATION

By: _____
Authorized Officer

Title: _____

ATTEST:

By: _____
Authorized Officer

Title: _____

[SEAL]

00667

MBANK HOUSTON, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Officer

Title: _____

0216x

00668

MBank Form
11/08/85

EXHIBIT A

Form of Bonds

(Form of Bond)

THIS BOND IS A LIMITED OBLIGATION OF THE ISSUER PAYABLE SOLELY FROM CERTAIN PROPERTIES, REVENUES AND FUNDS PLEDGED TO PAYMENT HEREOF UNDER THE INDENTURE IDENTIFIED HEREIN. NEITHER THE STATE OF TEXAS NOR ANY POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY THIS BOND OR ANY PREMIUM OR INTEREST HEREON. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, NOR ANY ASSETS OF THE ISSUER OTHER THAN THOSE SPECIFICALLY PLEDGED THEREFOR, ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR ANY PREMIUM OR INTEREST ON THIS BOND.

No. R- _____

UNITED STATES OF AMERICA
STATE OF TEXAS

FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION
REVENUE BONDS
(J. DONALD HULL d/b/a HULL AIRPORT PROJECT)
SERIES 1985

MATURITY DATE	AGGREGATE PRINCIPAL AMOUNT	DATE OF SERIES	CUSIP
December 1, 2008	\$5,700,000	December 1, 1985	_____

The Issuer: Fort Bend County Industrial Development Corporation

The Company: J. Donald Hull d/b/a Hull Airport

The Authorizing Legislation: Development Corporation Act of 1979, Article 5190.6
Vernon's Annotated Texas Civil Statutes, as amended.

The Issuance Date: _____

The Issuer, a nonprofit corporation organized under the laws of the State of Texas (the "State") created pursuant to the Authorizing Legislation (the "Act"), for value received, promises to pay to _____ or registered assigns, on the maturity date specified above, the principal sum of

_____ DOLLARS

and to pay interest thereon from the Issuance Date at the rates and on the dates set forth herein.

Issue Amount, Number, Denomination and Exchange Provisions

This Bond is one of a series of bonds (the "Bonds") issued pursuant to the Act in the aggregate principal amount as shown on the face hereof as fully registered bonds, initially in the denomination of the aggregate principal amount of the Bonds and numbered R-1. This Bond may be exchanged for Bonds of like tenor in any form and denomination approved by the Trustee.

Payment Provisions

The principal of the Bonds is payable at the corporate trust office of MBank Houston, National Association in Houston, Texas, as paying agent, or any successor paying agent or other bank designated by the Trustee as a paying agent (the "Paying Agent") under the Indenture of Trust (together with any amendments thereto, the "Indenture"), dated as of the Series Date, between the Issuer and MBank Houston, National Association, as trustee (together with any successors, "the Trustee"). The interest on each Bond shall be paid on each Interest Payment Date (hereafter defined) by check mailed to the person in whose name the Bond is registered (the "Bondholder") at the close of business on the 10th Business Day (hereafter defined) immediately preceding the Interest Payment Date (the "Record Date") on the Bond register maintained under the Indenture (the "Register") at the address shown on the Register (the "Record Address") or at such other address as is furnished in writing by the Bondholder to the Paying Agent; provided that, any Bondholder may enter into an agreement with a Paying Agent providing for payment in a different manner that is mutually acceptable. "Business Day" shall mean any day on which financial institutions are open for business in the cities in which the principal corporate offices of the Trustee, the Paying Agent, any Credit Enhancer (hereafter defined), and any Tender Agent (hereafter defined) are located. Each payment will be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

Interest on the Bonds shall be paid beginning on February 1, 1986, and on the first day of each third month thereafter (each such day an "Interest Payment Date"). Any unpaid interest on the Bonds shall be paid at maturity.

Interest Rate Modes

The Bonds shall bear interest on the unpaid principal balance thereof at a rate equal to either the Initial Rate, the Optimal Rate or the T-Bill Rate (each such "interest rate mode" hereafter defined). The Bonds shall bear interest at the Initial Rate from the Issuance Date until the interest rate mode is changed as herein provided.

The Initial Rate

The "Initial Rate" shall be a per annum rate (the "Initial Rate") equal to the product of (i) 78 percent of the Base Rate (hereafter defined) adjusted daily, times (ii) (1 minus R) divided by .54, where "R" in each case equals the maximum federal income tax rate applicable to MBank Houston, National Association; provided

00670

that, notwithstanding any other provision of the Bonds, the Initial Rate shall never be less than eight percent per annum; and provided further that, in no event shall the interest accrued on the Bonds exceed the Maximum Rate (as hereafter defined). Notwithstanding any other provision of the Bonds to the contrary, however, if at any time the Initial Rate exceeds the Maximum Rate, the rate of interest to accrue on this Bond shall be limited to the Maximum Rate, but any subsequent change in the Initial Rate shall not reduce the rate of interest to accrue on this Bond below the Maximum Rate until the amount of interest actually accrued on this Bond equals the amount of interest that would have accrued on this Bond if a rate per annum equal to the Initial Rate had at all times been in effect. As used herein, "Maximum Rate" means the maximum nonusurious interest rate allowed by law, provided that such rate shall never exceed the numerical equivalent of the maximum "net effective interest rate" established by Article 717K-2, Vernon's Texas Civil Statutes, as amended, if applicable.

If all or any portion of this Bond, while bearing interest at the Initial Rate, shall not be paid when due, this Bond shall continue to bear interest until paid, and, to the extent permitted by law, interest on any overdue payment of, principal of, premium, if any, or interest on this Bond, at a rate equal to the lesser of (a) the Maximum Rate, or (b) the Base Rate plus two percent per annum.

As used herein, "Base Rate" shall mean the rate of interest per annum then most recently announced publicly by MBank Houston, National Association at its principal office in Houston, Texas, as its base rate. The Initial Rate shall change automatically (without notice to anyone) as of the date of any change in the Base Rate.

Interest on Bonds bearing interest at the Initial Rate shall be calculated on the basis of a 360-day year for the actual number of days elapsed.

Interest on Bonds bearing interest at the Initial Rate shall accrue at such rate until there is a change in interest rate mode and, when the interest rate on Bonds is changed to the Initial Rate, from the date that the Initial Rate takes effect.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of its President or Vice President and its seal or a facsimile thereof to be hereunto affixed and to be attested by the manual or facsimile signature of its Secretary or other authorized officer.

FORT BEND COUNTY INDUSTRIAL
DEVELOPMENT CORPORATION

[SEAL]

Attest:

By: _____
Authorized Officer

By: _____
Authorized Officer

(Form of Authentication)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Indenture of Trust and is hereby authenticated pursuant thereto.

Date of Authentication: _____

MBANK HOUSTON, NATIONAL ASSOCIATION, as Trustee

_____ as Authenticating Agent

By _____ Authorized Signatory

or By _____ Authorized Signatory

(Form for Transfer)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ (insert Social Security or other identifying number of assignee) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed by: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without any alteration.

NOTE: Signature must be guaranteed by a commercial bank or trust company or by a member firm of a registered national securities exchange.

The Optimal Rate

The "Optimal Rate" shall be the per annum interest rate that is necessary to cause the value of the Bonds, at the time such rate is determined, to be equal (as nearly as practicable) to the par value thereof. The Optimal Rate shall be determined by the remarketing agent, initially MBank Capital Markets, a unit of MBank Dallas, National Association, and any successors thereto (the "Remarketing Agent"), appointed pursuant to the Remarketing Agreement (together with any amendments thereto, the "Remarketing Agreement"), dated as of the date of the Indenture, among the Company, the Remarketing Agent and MBank Houston, National Association, as the initial tender agent (together with any successors thereto the "Tender Agent").

Interest on Bonds bearing interest at the Optimal Rate shall accrue at such rate during the Tender Period (hereafter defined) then applicable to such Bonds. The "Tender Period" for any Bond shall be the period that elapses from the date that such Bond was most recently sold pursuant to the Remarketing Agreement to the Tender Date (hereafter defined) of such Bond.

The Optimal Rate shall be determined initially at least ten days before the date that such rate initially takes effect. Thereafter, such rate shall be determined on the same date as the date on which the Bonds bearing such rate are sold by the Remarketing Agent.

Other Interest Rate Provisions

With respect to Bonds that are then subject to optional redemption, the Company may change the interest rate mode on all or any portion of such Bonds by:

- (a) providing the Trustee, with:
 - (i) written notice of such change in interest rate mode that:
 - (A) shall be provided at least three Business Days before the date of mailing a Change Notice (hereafter defined) regarding the change in interest rate mode; and
 - (B) shall specify:
 - (1) the interest rate mode to which the Bonds will be converted;
 - (2) the proposed date that such change is to take effect; and
 - (3) the principal amount of Bonds subject to such change; and
 - (ii) an opinion of "Bond Counsel" (as defined in the Indenture) to the effect that the change in interest rate mode will not result in an "Event of Taxability" (as defined in the Indenture), which opinion shall be provided before the effective date of the change; and

(b) having a Change Notice mailed, at least 30 days before the date such change is to take effect, to each Bondholder whose Bond(s) are subject to the change.

The interest on Bonds that bear interest at the T-Bill Rate or Bonds the Tender Period of which is not more than one year shall be calculated on the basis of a year of 365/366 days for the actual number of days elapsed. The interest on Bonds the Tender Period of which is more than one year shall be calculated on the basis of a 360-day year, for the actual number of days elapsed.

In the event that a Tender Period expires without the Bonds subject to such Tender Period having been remarketed by the Remarketing Agent, such Bonds shall bear interest at a rate per annum (the "T-Bill Rate") equal to the yield applicable to 13-week United States Treasury bills sold at the most recent United States Treasury auction, determined on the last day of the expired Tender Period. The determination of the T-Bill Rate shall be made by the Remarketing Agent.

Notwithstanding any other provision of the Bonds, the interest rate on the Bonds bearing interest at the Optimal Rate or the T-Bill Rate shall not exceed 15 percent per annum.

Indemnification for Change of Law

If, at any time with respect to any Bond that bears interest at the Initial Rate, a change in the law other than a change in the federal corporate income tax rate occurs that adversely affects the yield on such Bond to the holder thereof, the interest rate on such Bond shall be increased as of the effective date of such change or as soon thereafter as is practicable by an amount sufficient to maintain the yield on such Bond to the holder thereof as though such change in the law had not occurred, if the holder provides the Trustee and the Company with:

(a) an opinion of counsel acceptable to the Trustee to the effect that a change in the law has adversely affected the yield on such Bond to such holder and specifying the date such change took effect, which opinion shall be provided not later than the 60th day after the effective date of such change in the law; and

(b) a certificate of such holder, delivered at least ten days before each Interest Payment Date, stating the amount of the increase in the interest rate necessary to maintain the yield as above provided.

Security Provisions

The Bonds have been issued for the purpose of financing the cost of facilities (the "Project") and expenditures authorized under the Act by making a loan (the "Loan") to the Company. The Loan will be made pursuant to a Loan Agreement (the "Agreement"), dated as of the date of the Indenture, between the Issuer and the Company. The Bonds are issued under and are equally and ratably secured by the Indenture. The Company's obligations to make payments under the Agreement are secured by certain other agreements (the "Security"), which Security is on file with the Issuer and the Trustee. To secure the obligations of the Issuer under the Indenture, the Issuer has granted a security interest in the moneys, securities and all other property subject to the Indenture to the Trustee.

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The Bonds at some time in the future after the original issuance and delivery thereof, may be secured by an irrevocable letter of credit (the "Letter of Credit") issued by a financial institution obligating it to pay, among other things, the principal of and interest on the Bonds and to pay the Purchase Price (hereafter defined) of Bonds tendered for purchase pursuant to the provisions hereof.

The Letter of Credit may be extended, or alternate security for liquidity enhancement, credit enhancement or both ("Alternate Security") may be substituted for the Letter of Credit, at any time while the Bonds are outstanding; provided that, if a substitution of Alternate Security will result in lowering any then existing rating on the Bonds, the Trustee, at least 30 days before the effective date of the substitution of Alternate Security, shall mail a Change Notice to each Bondholder whose Bond(s) would be secured by any Alternate Security. Alternate Security that would result in lowering any then existing rating on Bonds is not permitted unless such Bonds are then subject to optional redemption. The obligor under the Letter of Credit or any Alternate Security shall be referred to herein as the "Credit Enhancer."

Alternate Security includes any form of security for liquidity or credit enhancement of the Bonds that is in an amount at least equal to the amount of the Letter of Credit. (The Letter of Credit, any extension of the Letter of Credit and any Alternate Security in effect with respect to the Bonds shall be referred to as "Credit Enhancement"). The Letter of Credit may not be issued to secure the Bonds or be extended and security may not qualify as Alternate Security unless the Trustee first is furnished with:

(a) opinions of counsel to the Credit Enhancer, addressed and acceptable to the Trustee, substantially to the effect that:

(i) the Letter of Credit, as issued or extended, as applicable, or the proposed Alternate Security constitutes a legal, valid and binding obligation of the Credit Enhancer and is enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors and by general principles of equity that permit the exercise of judicial discretion; and

(ii) the issuance or extension, as applicable, of the Letter of Credit or the substitution of the proposed Alternate Security will not subject the Bonds, the Letter of Credit, as issued or extended, or such proposed Alternate Security to the registration requirements of any federal securities laws and will not require the Indenture to be qualified pursuant to the Trust Indenture Act of 1939, as amended; and

(b) an opinion of Bond Counsel to the effect that such issuance, extension or substitution will not result in an Event of Taxability.

Tender Option Provisions

Each Bond shall be tendered by the Bondholder for purchase by the Tender Agent at a price (the "Purchase Price") equal to the principal amount of any Bond being tendered, any accrued interest thereon and any early redemption premium that may be applicable, on any Purchase Date (hereafter defined). A "Purchase Date" shall be:

(a) with respect to Bonds subject to the Optimal Rate, the Business Day (a "Tender Date") on which such Bonds are required to be tendered, as agreed between the Remarketing Agent and the purchaser of such Bonds at the time such Bonds were sold to such purchaser;

(b) with respect to Bonds covered by Credit Enhancement, the Business Day before the expiration of the Credit Enhancement if no other Credit Enhancement is to take effect immediately upon such expiration; or

(c) with respect to Bonds subject to a Change Notice, any Business Day selected by the Bondholder that occurs at least seven days after the date that the Trustee mailed a Change Notice through the day before the date on which the proposed change is to take effect.

If any Bondholder fails to tender a Bond to the Tender Agent on the Purchase Date applicable to the Bond, such Bond nevertheless shall be deemed to have been purchased from such Bondholder on such Purchase Date. However, if the Purchase Date applicable to such Bond is a Purchase Date occurring as a result of the mailing of a Change Notice, the Bond shall not be deemed to have been purchased from the Bondholder if the Bondholder provides the Trustee with a written approval of the amendment proposed by the Change Notice not later than the fifth Business Day before the Purchase Date. Interest on any Bond required to be tendered hereunder shall cease to accrue to the tendering Bondholder on the Purchase Date, and the Bondholder shall have no rights respecting such Bond except the right to receive the Purchase Price therefor upon tender of the Bond to the Tender Agent.

A "Change Notice" shall be a written statement mailed by first class mail, postage prepaid, by or on behalf of the Trustee to the Record Address of the Bondholder, that states:

(a) all material aspects of any proposed amendment to the Bonds, the Agreement, the Remarketing Agreement or the Indenture that adversely affects any Bondholder; and

(b) the date on which such amendment shall become effective, which date shall be a Business Day.

A Change Notice may not be used with respect to any Bonds that are not then subject to optional redemption. A Change Notice is not effective unless mailed at least 30 days before the date the proposed amendment is to take effect.

The Purchase Price shall be paid to the Bondholder by the Tender Agent solely from funds available to it for such purchase under the Remarketing Agreement.

Failure by the Trustee to give any required notice, or any defect therein, shall not extend the period for making elections or in any way change the right of the Bondholders to tender their Bonds for purchase.

Redemption Provisions

Any Bond bearing interest at the Initial Rate or the T-Bill Rate or Bonds the Tender Period of which is no more than one year may be redeemed on any Interest Payment Date, in whole or in part, at the option of the Company upon providing at least 30 days' advance written notice to the Trustee (unless such notice is waived by the Trustee acting at the direction of the holders of not less than a majority in aggregate principal amount of such outstanding Bonds) stating the amount of Bonds to be redeemed and the redemption date, at a redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest thereon to the redemption date.

Any Bond the Tender Period of which is at least eight years may be redeemed on any Interest Payment Date on or after the Interest Payment Date (the "Midpoint Payment Date") that occurs closest in time to the midpoint date of the Tender Period for such Bond, in whole or in part, at the option of the Company upon providing at least 30 days' advance written notice to the Trustee stating the amount of Bonds to be redeemed and the redemption date, at a redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest thereon to the redemption date plus a premium of three percent of such principal amount for Bonds redeemed on the Midpoint Payment Date and declining by one-fourth of one percent on each succeeding Interest Payment Date until reaching zero.

The Bonds bearing interest at the Optimal Rate or the T-Bill Rate shall be redeemed in whole on a redemption date fixed by the Trustee, which date shall be not more than 30 days subsequent to the date that the Trustee receives notice of a Determination of Taxability (hereafter defined), at a redemption price equal to the principal amount of such Bonds outstanding plus accrued interest thereon to the redemption date. A "Determination of Taxability" shall be a determination by the Internal Revenue Service or a court of competent jurisdiction, as a result of a proceeding in which the Company may participate at its expense to the degree it deems sufficient, and which determination the Company, in its discretion, does not contest by an appropriate proceeding, directly or through a Bondholder, that for any reason the interest payable on any Bond 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" thereto within the meaning of Section 103(b) of the Internal Revenue Code of 1954, as amended, and the applicable regulations thereunder.

In the event that any Bond bearing interest at the Optimal Rate or the T-Bill Rate is redeemed as a result of a Determination of Taxability, a premium (the "Taxability Premium") shall be paid to the Bondholder, as liquidated damages for the loss of a bargain, in an amount equal to three percent of the unpaid principal amount of such Bond; provided that, only the Bondholder owning such Bond at the time of the Determination of Taxability shall be entitled to the Taxability Premium.

Each Bond shall be redeemed in whole on the date that the then existing Credit Enhancement expires or is terminated without other Credit Enhancement taking effect immediately upon such expiration or termination, at a redemption price equal to the principal amount of the Bond plus accrued interest to the redemption date, unless the Bondholder is:

(a) a bank or other institution specified in Section 5H of the Texas Securities Act, as amended (the "Securities Act"); or

(b) a person that has previously provided the Remarketing Agent with an opinion of counsel reasonably acceptable to the Remarketing Agent to the effect that such person's ownership of Bond does not violate the Securities Act.

To the extent that proceeds of the Bonds remain unexpended upon completion of the Project, the Bonds shall be redeemed in part on a redemption date fixed by the Trustee, which redemption date shall be the earliest practicable date that the Bonds are subject to optional redemption without premium, at a redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

If less than all the Bonds are to be redeemed, Bonds shall be redeemed only in multiples of \$5,000 or any other amount approved by the Trustee. Bonds or portions thereof to be redeemed shall be selected by the Trustee in any manner deemed reasonable by the Trustee.

In the event any of the Bonds are to be redeemed, notice thereof identifying the Bonds or portions thereof to be redeemed shall be given by the Trustee by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least ten days before the date set for redemption, to the affected Bondholders at the Record Address. Failure to give proper notice or any defect therein shall not affect the validity of the redemption of any Bonds. Upon the giving of notice, if sufficient funds available solely for redemption are on deposit with the Trustee, the Bonds or portions thereof called for redemption shall become due and cease to bear interest on the redemption date.

General Provisions

This Bond is transferable by the Bondholder, in person or by his attorney duly authorized in writing, only upon surrender of this Bond for transfer at the principal corporate trust office of any registrar for the Bonds (the "Registrar") and payment of the charges and subject to the conditions provided in the Indenture. Upon such transfer, a new Bond or Bonds for the same aggregate principal amount will be issued to any designated transferee.

The Issuer, the Trustee, any Paying Agent, the Registrar, any Tender Agent, any Remarketing Agent and any transfer agent may deem the Bondholder as the absolute owner thereof for all purposes, and neither the Issuer, the Trustee, any Paying Agent, the Registrar, the Tender Agent (nor any agent acting on behalf of any of them) shall be affected by any notice to the contrary.

The Registrar will not be required to transfer or exchange any Bond during the period beginning with the date of selection of Bonds to be redeemed and ending with the date of giving notice of redemption.

00678

The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the grant or covenants made therein or to take any action with respect to an "Event of Default" (as defined in the Agreement) or to institute, appear in or defend any suit, action or other proceeding at law or in equity with respect thereto, except as provided therein. If an Event of Default occurs, the principal of all the Bonds at any such time outstanding may become immediately due and payable in accordance with the Indenture. Interest on the Bonds bearing interest at a rate other than the Initial Rate shall cease to accrue upon any acceleration of the maturity thereof.

Reference is hereby made to the Indenture, the Agreement, the Mortgage, the Remarketing Agreement, and any document providing for the reimbursement to the Credit Enhancer for any draws made pursuant to the Credit Enhancement, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Company, the Trustee, the Registrar, the Remarketing Agent, any Credit Enhancer, the Tender Agent and the holders of the Bonds.

Amendments may be made to the Indenture and the Agreement upon compliance with the applicable provisions in the Indenture. Amendments may be made to the Remarketing Agreement upon compliance with the applicable provisions thereof. The holder of any Bond to whom a Change Notice was mailed at least 30 days before the effective date of the amendment proposed therein and who is the owner of the Bond on such effective date is deemed to have approved such amendment.

The holder of this Bond, by the acceptance hereof, is deemed to have agreed to the Indenture, the Agreement and the Remarketing Agreement, as such documents may be amended.

Neither the officers, employees, members or directors of the Issuer nor any person executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

The Issuer hereby certifies that all acts required to be performed in the execution and delivery of the Indenture and issuance of the Bonds have been performed as required by law.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed and dated by the Trustee or the authenticating agent.

00679 ¹⁸

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

0029

On this 25 day of November, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone dated November 11, 1985, permit no. 80715 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 Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 82, 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 Pustka, seconded by Commissioner Denham, 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 regulation order thereof.

BY Andy I. Kuch
 COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
 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.

00680

NOTICE OF PROPOSED CABLE AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT-OF-WAY

To be Submitted in Quintuplicate----5

COUNTY OF FORT BEND
COMMISSIONER'S COURT

Precinct No. 1
Key Map Ref.
Notification No. 80715

Formal notice is hereby given that Southwestern Bell Telephone Company proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or 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)

Table with columns: Road or Ditch Name, Distance & Direction From Nearest Intersection, Length of Crossing, Type of Construction (Bored, Jacked, Cased). Rows include Band Road at 500' and 700' east of Marian Lane.

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

Table with columns: Road or Ditch Name, Distance & Direction From Nearest Intersection, To, Distance.

GENERAL DESCRIPTION

Proposed buried cable will cross Band Road from north to south in two places, the first one being at a point 500' east of Marian Road, and the second one being 700' east of Marian Road.

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, Under or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioner's Court of Fort Bend County, Texas," as passed by Commissioner's Court of Fort Bend County, Texas, dated the 17th day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioner's Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes.

NOTICE

Written notice required 48 hours in advance of construction.

Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

COMPANY NAME: SOUTHWESTERN BELL TELEPHONE
AGENT AND/OR OWNER: [Signature]

TITLE: Network Services Supervisor-Engineering (Design)

ADDRESS: 16225 Park Ten Place, Suite 240
Houston, Texas 77084

Violation of this requirement shall constitute grounds for job shut-down.

Telephone No.: 578-8781 Date: 11-12-85
Log No.: RR#42

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 25 day of November, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Entex, Inc. dated November 20, 1985, permit no. 80714 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 Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 82, 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 Denham, seconded by Commissioner Pressley, 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 regulation order thereof.

BY Andy I. [Signature]
 COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT
 BY Elida Koles
 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.

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

00682

TO COUNTY OF FORT BEND

PRECINCT NO. 2
 PERMIT NO. 80714
 or Gas Distribution Line

Formal notice is hereby given that Entex, Inc., proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across the right of way of a County road or ditch within Fort Bend County, Texas as follows:
 or Gas Distribution Line

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

Road or Ditch Name : : Nearest Intersection	Distance & Direction From : : Crossing	Length of : : Crossing	Type of Construction			
			Bored	Jacked	Driven	Cased
Drainage Esmt. (36")	1782' N. of N. R.O.W. of	60 ft.	X			
School St.						

or Gas Distribution Line
 Cable, Conduit and/or Pole Line To Parallel Following
 County Roads and/or Ditches Within Right of Way

Road or Ditch Name : : Nearest Intersection	Distance & Direction From : : To	Distance

General Description

A 2" gas distribution line constructed with 2 3/8" O.D., .216" wall, 0.63#/ft. Aldyl "A" plastic pipe, and installed with a minimum of 4' cover. Maximum operating pressure of 60 psig.

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.) Entex drawing - UA-85191

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, Under, or Across 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 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.

Fort Bend County Engineering Dept.
 Post Office Box 1028
 Rosenberg, Texas 77471
 (713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: Entex, Inc.
 AGENT and/or OWNER
 (accessible 24 hrs/day, 7 days/week:


 (Signature)

NAME & TITLE Arlen Williams-District Manager
 (Please Print)

DATE: _____
 ADDRESS 501 Morton St. - P.O. Box 319
 (Street/P.O. Box)

Richmond, Tx. 77469
 City State Zip

TELEPHONE NO: 342-6665

21. REBUDGET PRECINCT 4'S 1984 ENDING BALANCE INTO F.M.L.R.:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to rebudget 1984 FM/LR Precinct 4 ending balance in the amount of \$44,770.55:

Road Material (5031)	- \$20,000.00
Road Signs (7004)	- \$ 3,770.55
Tires/Tubes (7006)	- \$ 5,000.00
Culverts (7008)	- \$ 2,000.00
Fees & Services (4010)	- \$14,000.00

22. APPROVE BOND & OATH FOR PRECINCT 4 RESERVE DEPUTY CONSTABLE JOHN WARREN PICKERING:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve bond & oath for Precinct 4 Reserve Deputy Constable John Warren Pickering. (Recorded in minutes in full)

23. MR. CHRIS DISTEFANO, ARCHITECT, RE: DISCUSS & CONSIDER AWARD OF BID TO GENERAL CONTRACTOR ON PRECINCT 1 BUILDING:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Lutts voting no, the Commissioners' Court finds that the lowest bid and best bid be awarded to STREET & PETERS CONSTRUCTION CO. for Precinct #1 Maintenance facility in the amount of \$396,653, and the Court further finds that said bid meets all specifications. Funds available.

Chris DiStefano request bid be awarded for Precinct 1 facility.

24. REBUDGET PRECINCT 1'S 1984 ENDING BALANCE:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to rebudget Precinct 1 1984 ending balance into R & B (1019) - \$75,788.01 and FM/LR (1019) - \$152,273.01.

25. CONSIDER REJECTING ALL BIDS ON THE UPGRADING OF SHERIFF'S DEPT.'S RADIO SYSTEM AND READVERTISE FOR BIDS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reject all bids on the upgrading of Sheriff's Department radio system and readvertise for bids.

Low bidder could not provide bonds.

26. ADOPT 1986 BUDGET AND ELECTED OFFICIALS' SALARY SCHEDULE; SET TAX RATE; SET DATE FOR PUBLIC HEARING ON TAX RATE:

Adopt 1986 budget and elected officials' salary schedule:

Adopt Precinct #1 Road & Bridge budget the same as 1985 plus 3% for salaries as requested by Commissioner Pustka.

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to adopt the 1986 budget in the amount of 44,762,490.00 as presented less the Precinct #1 Road & Bridge reduction (approx. \$200,000.00).

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to keep the elected officials

00684

21

Rebudget 1984 Precinct #4 year ending balance into FM/LR:

\$44,770.55 ending balance

Road Material (5031)	-	\$20,000.00
Road Signs (7004)	-	3,770.55
Tires/Tubes (7006)	-	5,000.00
Culverts (7008)	-	2,000.00
Fees & Services (4010)	-	14,000.00

26
00685

NOTICE OF CALCULATION OF EFFECTIVE TAX RATE, ESTIMATED UNENCUMBERED FUND BALANCES, AND DEBT SCHEDULE

I, Marsha P. Gaines Tax Assessor-Collector for Fort Bend County, in accordance with of Sec. 26.04, Property Tax Code, have calculated \$ 33874 per \$100 of value at the tax rate which may not be exceeded by more than three percent by the Commissioner's Court of Fort Bend County without holding a public hearing as required by the code.

- \$.04883 per \$100 for farm to market flood control tax,
- \$.22364 per \$100 for the general fund, permanent improvement fund, and road and bridge fund tax,
- \$.06627 per \$100 for public road maintenance tax, thus
- \$ 33874 per \$100 TOTAL COUNTY EFFECTIVE TAX RATE.

The estimated unencumbered fund balances are as follows:

<u>Farm to Market/Flood Control</u>		<u>Public Road Maintenance</u>	
Maintenance & Operation	\$ 250,000.00	Maintenance & Operation	\$ 2,800,000.00
Interest & Sinking	\$ none	Interest & Sinking	\$ none
<u>General Fund</u>			
Maintenance & Operation	\$ 1,910,000.00		
Interest & Sinking	\$ 11,900.00		

The following schedule lists debt obligations that 1985 property taxes will pay.

	<u>Principal</u>	<u>Interest and Paying Agent Fees</u>	<u>Total</u>
<u>Fort Bend County Improvement Certificates of Obligation</u>	\$ 75,000	\$ 44,782	\$119,782
<u>Fort Bend County Limited Tax Jail Building Bonds Series 1979</u>	\$225,000	\$106,307	\$331,307
<u>Total Debt Schedule</u>			\$451,089

Marsha P. Gaines, Tax Assessor-Collector
November 12, 1985

CALCULATIONS USED TO DETERMINE EFFECTIVE TAX RATE

Separate calculations are performed for each type of tax levied by Fort Bend County in order to determine a 1985 total effective tax rate. The following guide corresponds with the calculations shown: A - Farm to market Road/Flood Control Tax, B - General Fund Tax, C - Maintenance of Public Roads Tax.

I. DATA	Type of Tax:	B-County Fund
1. 1984 Total tax levy from the 1984 tax roll		\$ 18,700,147.48
2. 1984 Tax rate (\$.26 M&O and \$.01 (R&S))		\$.27 /\$100
3. 1984 Debt service (R&S) levy		\$ 439,758.00
4. 1984 Maintenance & operation (M&O) levy		\$ 18,260,389.48
5. 1984 M&O taxes on property in territory that has ceased to be a part of and in 1985		\$ -0-
6. 1984 M&O taxes on property becoming exempt in 1985		\$ 247,336.46
7. 1984 M&O taxes on taxable value lost because property is appraised at less than market value in 1985		\$ 30,889.96
8. 1985 Total taxable value of all property		\$ 8,635,460,779
9. 1985 Taxable value of new improvements added since Jan. 1, 1984		\$ 402,902,229
10. 1985 Taxable value of property annexed since Jan. 1, 1984		\$ -0-
11. 1985 Tax levy needed to satisfy debt service (R&S)		\$ 451,089

12. Rate to raise 1984 tax levy due to appraisal roll errors (lost dollars divided by 1985 taxable values) (\$ _____ ÷ \$ _____ × 100)	\$ -0- /\$100
13. Rate to regain taxes lost in 1984 due to appraisal roll errors (lost dollars divided by 1985 taxable value) (\$ _____ ÷ \$ _____ × 100)	\$ -0- /\$100
14. 1984 M&O taxes used to regain lost 1983 levy	\$ -0-

II. CALCULATION

MAINTENANCE AND OPERATION (M&O) TAX RATE

1. (A) 1984 Total tax levy (Data 1)	\$ 18,700,147.48
(B) Subtract 1984 debt service levy (Data 3)	— \$ 439,758.00
(C) Subtract 1984 taxes on property no longer in unit (Data 5)	— \$ -0-
(D) Subtract 1984 taxes for exemptions (Data 6)	— \$ 247,336.46
(E) Subtract 1984 taxes for productivity valuation (Data 7)	— \$ 30,889.96
(F) Subtract 1984 taxes used to regain lost 1983 levy (Data 14)	— \$ -0-
(G) Adjusted 1984 M&O levy	\$ 17,982,163.06
2. (A) 1985 Total taxable value of all property (Data 8)	\$8,635,460,779
(B) Subtract 1985 value of new improvements (Data 9)	— \$ 402,902,229
(C) Subtract 1985 value of annexed property (Data 10)	— \$ -0-
(D) Adjusted 1985 taxable value for M&O	\$8,232,558,550
3. (A) Divide the adjusted 1984 M&O levy (1-G above) by the adjusted 1985 taxable value for M&O (2-D above) (\$ 17,982,163 ÷ \$8,232,558,550)	\$.002184
(B) Multiply by \$100 valuation	× \$100
(C) Effective M&O rate for 1985	\$.21842/\$100

INTEREST AND SINKING (I&S) TAX RATE

4. (A) 1985 I&S levy needed to satisfy debt (Data 11)	\$ 451,089
(B) 1985 Total taxable value of all property (Data 8)	\$8,635,460,779
(C) Divide the 1985 I&S levy (4-A above) by the 1985 total taxable value (4-B above) (\$ 451,089 ÷ \$ 8,635,460,779)	\$.000052
(D) Multiply by \$100 valuation	× \$100
(E) Effective I&S rate for 1985	\$.00522 /\$100

APPRAISAL ROLL ERROR RATE

5. (A) Rate to raise 1984 levy due to appraisal errors (Data 12)	\$ -0- /\$100
(B) Add rate to regain taxes lost due to errors (Data 13)	+ \$ -0- /\$100
(C) Total rate to adjust for appraisal roll errors	\$ -0- /\$100

1985 EFFECTIVE TAX RATE FOR EACH TAX

6. (A) Effective M&O rate (3-C above)	\$.21842 /\$100
(B) Add effective I&S rate (4-E above)	+ \$.00522 /\$100
(C) Add rate to adjust for appraisal roll errors (5-C above)	+ \$ -0- /\$100
(D) 1985 Effective Tax Rate for this tax	\$.22364 /\$100

TOTAL EFFECTIVE TAX RATE FOR 1985

7. Add 1985 effective tax rate for each tax \$ _____ /\$100 + \$ _____ /\$100 + \$ _____ /\$100	\$ _____ /\$100
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1985 Effective Tax Rate for Each Tax Levied and the Total 1985 Effective Tax Rate are the rates published as required by Sec. 26.04, Property Tax Code.

FORT BEND COUNTY

NOTICE OF CALCULATION OF EFFECTIVE TAX RATE, ESTIMATED UNENCUMBERED FUND BALANCES, AND DEBT SCHEDULE

I, Marsha P. Gaines, Tax Assessor-Collector for Fort Bend County, in accordance with of Sec. 26.04, Property Tax Code, have calculated a tax rate of .33874 per \$100 of value as the tax rate which may not be exceeded by more than three percent by the Commissioner's Court of Fort Bend County without holding a public hearing as required by the code.

\$.04883	per \$100 for farm to market/flood control tax,
\$ 22364	per \$100 for the general fund, permanent improvement fund, and road and bridge fund tax,
\$.06627	per \$100 for public road maintenance tax, this
\$ 33874	per \$100 TOTAL COUNTY EFFECTIVE TAX RATE

The estimated unencumbered fund balances are as follows:

Farm to Market/Flood Control		Public Road Maintenance	
Maintenance & Operation	\$ 250,000.00	Maintenance & Operation	\$ 2,800,000.00
Interest & Sinking	none	Interest & Sinking	none
General Fund			
Maintenance & Operation	\$ 1,910,000.00		
Interest & Sinking	\$ 11,900.00		

The following schedule lists debt obligations that 1985 property taxes will pay.

	<u>Principal</u>	<u>Interest and Paying Agent Fees</u>	<u>Total</u>
<u>Fort Bend County Improvement Certificates of Obligation</u>	\$ 75,000	\$ 44,782	\$119,782
<u>Fort Bend County Limited Tax Jail Building Bonds Series 1979</u>	\$225,000	\$106,307	\$331,307
<u>Total Debt Schedule</u>			\$451,089

Marsha P. Gaines, Tax Assessor-Collector

November 12, 1985

CALCULATIONS USED TO DETERMINE EFFECTIVE TAX RATE

Separate calculations are performed for each type of tax levied by Fort Bend County in order to determine a 1985 total effective tax rate. The following table corresponds with the calculations shown: A - Farm to market/Road/Flood Control Tax; B - General Fund Tax; C - Maintenance of Public Roads Tax.

I. DATA	Type of Tax: <u>C-Drainage</u>
1. 1984 Total tax levy from the 1984 tax roll	\$ 5,534,934.46
2. 1984 Tax rate (\$.08 M&O and \$ -0- (IS))	\$.08 /\$100
3. 1984 Debt service (IS) levy	\$ -0-
4. 1984 Maintenance & operation (M&O) levy	\$ 5,534,934.46
5. 1984 M&O taxes on property in territory that has ceased to be a part of unit in 1985	\$ -0-
6. 1984 M&O taxes on property becoming exempt in 1985	\$ 76,076.91
7. 1984 M&O taxes on taxable value lost because property is appraised at less than market value in 1985	\$ 9,504.60
8. 1985 Total taxable value of all property	\$ 8,625,324,444
9. 1985 Taxable value of new improvements added since Jan. 1, 1984	\$ 402,942,189
10. 1985 Taxable value of property annexed since Jan. 1, 1984	\$ -0-
11. 1985 Tax levy needed to satisfy debt service (IS)	\$ -0-

12. Rate to raise 1984 tax levy due to appraisal roll errors (lost dollars divided by 1985 taxable values) (\$ _____ ÷ \$ _____ × 100)	\$ -0- / \$100
13. Rate to regain taxes lost in 1984 due to appraisal roll errors (lost dollars divided by 1985 taxable value) (\$ _____ ÷ \$ _____ × 100)	\$ -0- / \$100
14. 1984 M&O taxes used to regain lost 1983 levy	\$ -0-

II. CALCULATION

MAINTENANCE AND OPERATION (M&O) TAX RATE

1. (A) 1984 Total tax levy (Data 1)	\$ 5,534,934.46
(B) Subtract 1984 debt service levy (Data 3)	— \$ -0-
(C) Subtract 1984 taxes on property no longer in unit (Data 5)	— \$ -0-
(D) Subtract 1984 taxes for exemptions (Data 6)	— \$ 76,076.91
(E) Subtract 1984 taxes for productivity valuation (Data 7)	— \$ 9,504.60
(F) Subtract 1984 taxes used to regain lost 1983 levy (Data 14)	— \$ -0-
(G) Adjusted 1984 M&O levy	\$ 5,449,352.95
2. (A) 1985 Total taxable value of all property (Data 8)	\$8,625,324,444
(B) Subtract 1985 value of new improvements (Data 9)	— \$ 402,942,189
(C) Subtract 1985 value of annexed property (Data 10)	— \$ -0-
(D) Adjusted 1985 taxable value for M&O	\$8,222,382,255
3. (A) Divide the adjusted 1984 M&O levy (1-G above) by the adjusted 1985 taxable value for M&O (2-D above) (\$ 5,449,352.95 ÷ \$8,222,382,255)	\$.000662
(B) Multiply by \$100 valuation	× \$100
(C) Effective M&O rate for 1985	\$.06627 / \$100

INTEREST AND SINKING (I&S) TAX RATE

4. (A) 1985 I&S levy needed to satisfy debt (Data 11)	\$ -0-
(B) 1985 Total taxable value of all property (Data 8)	\$ -0-
(C) Divide the 1985 I&S levy (4-A above) by the 1985 total taxable value (4-B above) (\$ _____ ÷ \$ _____)	\$ -0-
(D) Multiply by \$100 valuation	× \$100
(E) Effective I&S rate for 1985	\$ -0- / \$100

APPRAISAL ROLL ERROR RATE

5. (A) Rate to raise 1984 levy due to appraisal errors (Data 12)	\$ -0- / \$100
(B) Add rate to regain taxes lost due to errors (Data 13)	+ \$ -0- / \$100
(C) Total rate to adjust for appraisal roll errors	\$ -0- / \$100

1985 EFFECTIVE TAX RATE FOR EACH TAX

6. (A) Effective M&O rate (3-C above)	\$.06627 / \$100
(B) Add effective I&S rate (4-E above)	+ \$ -0- / \$100
(C) Add rate to adjust for appraisal roll errors (5-C above)	+ \$ -0- / \$100
(D) 1985 Effective Tax Rate for this tax	\$.06627 / \$100

TOTAL EFFECTIVE TAX RATE FOR 1985

7. Add 1985 effective tax rate for each tax \$ _____ / \$100 + \$ _____ / \$100 + \$ _____ / \$100	\$ _____ / \$100
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1985 Effective Tax Rate for Each Tax Levied and the Total 1985 Effective Tax Rate are the rates published as required by Sec. 26.04, Property Tax Code.

NOTICE OF CALCULATION OF EFFECTIVE TAX RATE, ESTIMATED UNENCUMBERED FUND BALANCES, AND DEBT SCHEDULE

I, Marsha P. Gaines, Tax Assessor-Collector for Fort Bend County, in accordance with of Sec. 26.04, Property Tax Code, have calculated \$.33874 per \$100 of value as the tax rate which may not be exceeded by more than three percent by the Commissioner's Court of Fort Bend County without holding a public hearing as required by the code.

\$.04883	per \$100 for farm to market/flood control tax,
\$.22364	per \$100 for the general fund, permanent improvement fund, and road and bridge fund tax,
\$.06527	per \$100 for public road maintenance tax, thus
\$.33874	per \$100 TOTAL COUNTY EFFECTIVE TAX RATE

The estimated unencumbered fund balances are as follows:

Farm to Market/Flood Control		Public Road Maintenance	
Maintenance & Operation	\$ 250,000.00	Maintenance & Operation	\$ 2,800,000.00
Interest & Sinking	none	Interest & Sinking	none
General Fund			
Maintenance & Operation	\$ 1,910,000.00		
Interest & Sinking	\$ 11,900.00		

The following schedule lists debt obligations that 1985 property taxes will pay.

	<u>Principal</u>	<u>Interest and Paying Agent Fees</u>	<u>Total</u>
<u>Fort Bend County Improvement Certificates of Obligation</u>	\$ 75,000	\$ 44,782	\$ 119,782
<u>Fort Bend County Limited Tax Jail Building Bonds Series 1979</u>	\$ 225,000	\$ 106,307	\$ 331,307
<u>Total Debt Schedule</u>			\$ 451,089

Marsha P. Gaines, Tax Assessor-Collector

November 12, 1985

CALCULATIONS USED TO DETERMINE EFFECTIVE TAX RATE

Separate calculations are performed for each type of tax levied by Fort Bend County in order to determine a 1985 total effective tax rate. The following guide corresponds with the calculations shown: A - Farm to market/Road/Flood Control Tax, B - General Fund Tax, C - Maintenance of Public Roads Tax.

I. DATA	Type of Tax: <u>A-IRFC</u>
1. 1984 Total tax levy from the 1984 tax roll	\$ 4,122,018.07
2. 1984 Tax rate (\$.06 M&O and \$ -0- IRFC)	\$.06 / \$100
3. 1984 Debt service (IRFC) levy	\$ -0-
4. 1984 Maintenance & operation (M&O) levy	\$ 4,122,018.07
5. 1984 M&O taxes on property in territory that has ceased to be a part of unit in 1985	\$ -0-
6. 1984 M&O taxes on property becoming exempt in 1985	\$ 26,529.11
7. 1984 M&O taxes on taxable value lost because property is appraised at less than market value in 1985	\$ 4,129.59
8. 1985 Total taxable value of all property	\$ 8,564,728,085
9. 1985 Taxable value of new improvements added since Jan. 1, 1984	\$ 186,920,418
10. 1985 Taxable value of property annexed since Jan. 1, 1984	\$ -0-
11. 1985 Tax levy needed to satisfy debt service (IRFC)	\$ -0-
18	COMPLIANCE/'85

12. Rate to raise 1984 tax levy due to appraisal roll errors (lost dollars divided by 1985 taxable values) (\$ _____ ÷ \$ _____ × 100)	\$ -0- /\$100
13. Rate to regain taxes lost in 1984 due to appraisal roll errors (lost dollars divided by 1985 taxable value) (\$ _____ ÷ \$ _____ × 100)	\$ -0- /\$100
14. 1984 M&O taxes used to regain lost 1983 levy	\$ -0-

II. CALCULATION

MAINTENANCE AND OPERATION (M&O) TAX RATE

1. (A) 1984 Total tax levy (Data 1)	\$ 4,122,018.07
(B) Subtract 1984 debt service levy (Data 3)	\$ -0-
(C) Subtract 1984 taxes on property no longer in unit (Data 5)	\$ -0-
(D) Subtract 1984 taxes for exemptions (Data 6)	\$ 26,529.11
(E) Subtract 1984 taxes for productivity valuation (Data 7)	\$ 4,129.59
(F) Subtract 1984 taxes used to regain lost 1983 levy (Data 14)	\$ -0-
(G) Adjusted 1984 M&O levy	\$ 4,091,359.37
2. (A) 1985 Total taxable value of all property (Data 8)	\$ 8,564,728,085
(B) Subtract 1985 value of new improvements (Data 9)	\$ 186,920,418
(C) Subtract 1985 value of annexed property (Data 10)	\$ -0-
(D) Adjusted 1985 taxable value for M&O	\$ 8,377,807,667
3. (A) Divide the adjusted 1984 M&O levy (1-G above) by the adjusted 1985 taxable value for M&O (2-D above) (\$ 4,091,359 ÷ \$ 8,377,807,667)	\$.000488
(B) Multiply by \$100 valuation	× \$100
(C) Effective M&O rate for 1985	\$.04883 /\$100

INTEREST AND SINKING (I&S) TAX RATE

4. (A) 1985 I&S levy needed to satisfy debt (Data 11)	\$ -0-
(B) 1985 Total taxable value of all property (Data 8)	\$ -0-
(C) Divide the 1985 I&S levy (4-A above) by the 1985 total taxable value (4-B above) (\$ _____ ÷ \$ _____)	\$ -0-
(D) Multiply by \$100 valuation	× \$100 -0-
(E) Effective I&S rate for 1985	\$ _____ /\$100

APPRAISAL ROLL ERROR RATE

5. (A) Rate to raise 1984 levy due to appraisal errors (Data 12)	\$ -0- /\$100
(B) Add rate to regain taxes lost due to errors (Data 13)	\$ -0- /\$100
(C) Total rate to adjust for appraisal roll errors	\$ -0- /\$100

1985 EFFECTIVE TAX RATE FOR EACH TAX

6. (A) Effective M&O rate (3-C above)	\$.04883 /\$100
(B) Add effective I&S rate (4-E above)	+ \$ -0- /\$100
(C) Add rate to adjust for appraisal roll errors (5-C above)	+ \$ -0- /\$100
(D) 1985 Effective Tax Rate for this tax	\$.04883 /\$100

TOTAL EFFECTIVE TAX RATE FOR 1985

7. Add 1985 effective tax rate for each tax	\$ _____ /\$100 + \$ _____ /\$100 + \$ _____ /\$100	\$ _____ /\$100
---	---	-----------------

1985 Effective Tax Rate for Each Tax Levied and the Total 1985 Effective Tax Rate are the rates published as required by Sec. 26.04, Property Tax Code.

The undersigned Members of the Board of Judges (Art 1580, V.A.T.S) of Fort Bend County, Texas have examined the County Purchasing Agent's budget request that will be necessary to operate and maintain his office for the year 1986 and hereby requests the Commissioners Court of Fort Bend County provide the necessary funds in the 1986 Fort Bend County Budgets for his office, as attached.

The District Clerk is ordered to record this order in the minutes of the District Court and furnish a certified copy to the Commissioners Court of Fort Bend County.

SIGNED AND ENTERED by District Judges of Fort Bend County, Texas this the 30 th day of December, 1985.

C. A. Dickerson

Charles A. Dickerson, Judge
240th District Court

Jodie E. Stavinoha

Jodie E. Stavinoha, Judge
Fort Bend County

A. Reagan Clark

A. Reagan Clark, Judge
268th District Court

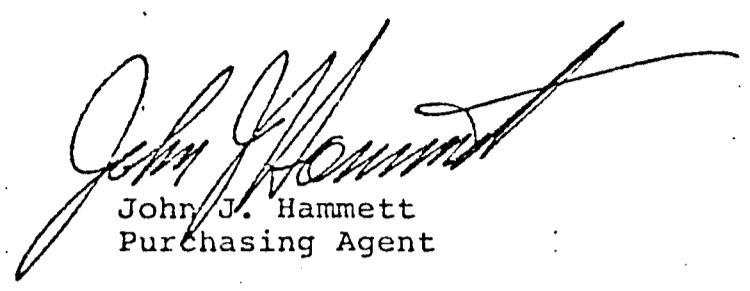
Thomas O. Stansbury

Thomas O. Stansbury, Judge
328th District Court

Rec. Vol. 29, pg. 328
Rec. Vol. 1-C, pg. 229
Rec. Vol. 62, pg. 366

690-B

Purchasing Agent	\$32,000.00
Clerk	\$13,000.00
Storekeeper	\$11,400.00


John J. Hammett
Purchasing Agent

FILED
1906 JUL -8 AM 9:14
D. B.

JALOMO, GILBERT	* ASSISTANT PURCHASING AGENT	-0-	-0-	692.31	18,000.00	690-c
JALOMO, GILBERT	PURCHASING ASST.	600.00	15,600.00	DELETED	DELETED	
KAMINSKI, DEBRA	BUYER	461.54	12,000.00	576.92	15,000.00	
ADDITIONAL	FIXED ASSET MGR	-0-	-0-	461.54	-12,000.00	
ADDITIONAL	CNTRL STORE MGR	-0-	-0-	461.54	12,000.00	
ADDITIONAL	CLERK	-0-	-0-	392.31	10,200.00	
* TO BE APPOINTED ASSISTANT PURCHASING AGENT UNDER ART. 1580 SEC 1(G) IF APPROVED BY BOARD OF JUDGES						

A.B.

690-D

0400	RETIREMENT	6,944.00
0500	INSURANCE	12,039.36
0600	WORKMANS COMP & TAC	226.00
0700	TRANS & TRAVEL (INCL CAR)	2,560.00
0701	CONFERENCES	1,200.00
1010	PROP & EQUIP	6,260.00
1062	OFFICE SUPPLIES	600.00
2001	ENGINEERING SUPPLIES (BLUEPRINTS)	2,000.00
4010	FEES & SERVICES (CERTIFICATION OF PERSONNEL FOR CPM)	1,200.00

TOTAL DEPARTMENT 137,622.96

FILED

1946 JUN -3 AM 9: 14

A. B.

690-E

OUT OF COUNTY TRAVEL REQUEST

NAME OF PERSON	POSITION HELD	PURPOSE OF TRAVEL	REQUESTED ESTIMATED EXPENSE	APPROVED
JOHN J. HAMMETT	PURCHASING AGENT	ATTEND AUDITOR INSTITUTE	300.00	
JOHN J. HAMMETT	-DO-	ATTEND ADVANCE PA SEMINAR	300.00	
GILBERT D. JALOMO	ASST PURCHASING AGENT	-DO-	380.00	
DEBRA KAMINSKE	BUYER	ATTEND BASIC PA SEMINAR	380.00	

PROPERTY AND EQUIPMENT

EQUIPMENT DESCRIPTION	ESTIMATED COST	TRADE-IN VALUE OLD EQUIPMENT	AGE OF OLD EQUIPMENT	BUDGET REQUEST
STEEL SHELVING FOR CENTRAL STORE	1700.00	-0-	-0-	1,700.00
TYPEWRITERS (2) - NEW EMPLOYEES	1160.00	-0-	-0-	1,160.00
DESK, CHAIRS AND FILE CABINETS	2000.00	-0-	-0-	2,000.00
COMPUTER SOFTWARE	1400.00	-0-	-0-	1,400.00

OTHER SUPPORTING BUDGET INFORMATION: We request that \$8,000.00 be set up in a revolving fund for use in the initial stocking of the Fort Bend County Purchasing Department Central Store. County Offices would purchase from Central Store from their funds which would in turn replenish the revolving fund. This amount is NOT included in Line 1062. ED

1990 10-18 AM 9:14

A.B.

salaries to be the same as 1985.

Joyce Tompkins discussed the 1986 budget.

0029

27. MEET IN CLOSED SESSION TO DISCUSS LITIGATION, LAND & PERSONNEL MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2(E), (F) & (G) V.T.C.S.:

Met in Closed Session.

28. TAKE ACTION ON ANY ITEMS DISCUSSED IN CLOSED SESSION:

No action taken.

29. 1:30 P.M. - OPEN BIDS FOR PEST CONTROL SERVICES (BID #85-62):

The following bids were presented to Commissioners' Court for review.

- A) Bugmobile
- B) J & G Pest Control
- C) Coyle's Pest Control
- D) Firestone Pest Control
- E) Bug Man of Rosenberg
- F) Baxter and Sons

Johnnie Cooper discussed chemical use and schedule of spraying to be determined prior to award of bids.

30. 1:30 P.M.- ACCEPT PARTIAL REPLAT OF PECAN GROVE PLANTATION, SECTION 8 IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept replat of Pecan Grove Plantation, Section 8 in Precinct 4. Plat was presented to Commissioners' Court. (Recorded in minutes in full)

31. 1:45 P.M.-DRAINAGE DISTRICT BOARD WILL CONVENE (SEPARATE AGENDA FILES AND POSTED):

See attached minutes.

RECESS:

Commissioners' Court recessed at 1:45 p.m.

RECONVENE:

Commissioners' Court reconvened at 2:55 p.m.

32. ADJOURNMENT:

Commissioners' Court adjourned at 4:00 p.m. Monday, November 25, 1985.

00692

0029

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, NOVEMBER 25, 1985
1:45 O'CLOCK A.M.

1. Consider acceptance of the following easements:
 - A. Ella Laura Pesak Krobot on Snake Creek Lateral I-C-2
 - B. Texasgulf, Inc. on Big Creek II-B
 - C. Howard & Lynnette Jackson on Big Creek II-B
 - D. Coletta L. R. Marshall on Big Creek II-B
 - E. R. G. Schindler on Steep Bank Creek II-G & Flat Bank Creek
2. Consider acceptance into the Drainage District Maintenance System Keegan's Bayou from the Fort Bend-Harris County line upstream to 1,000 feet upstream of Bissonnet.
3. Discussion of drainage problems on FM-360 in Precinct 2.
4. Adjournment.

FILED FOR RECORD

~~NOV 21 1985~~ TIME 2:55 PM

NOV 21 1985

Diane Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that this notice was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, November 21, 1985 at 3:05 P.M. by D. L. Ladd.

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 25th day of November, 1985 Drainage District Board of Fort Bend County, Texas met with the following present:

0029

Jodie Stavinocha	County Judge
Johnnie Pustka	Commissioner Precinct 1
Ben Denham	Commissioner Precinct 2
Alton Pressley	Commissioner Precinct 3
Bob Lutts	Commissioner Precinct 4
Stanley Kucherka	County Engineer

When the following were had and the following orders were passed to wit:

1. CONSIDER ACCEPTANCE OF THE FOLLOWING EASEMENTS:

- A. Ella Laura Pesek Drobot on Snake Creek Lateral I-C-2
- B. Texasgulf, Inc. on Big Creek II-B
- C. Howard & Lynnette Jackson on Big Creek II-B
- D. Coletta L. R. Marshall on Big Creek II-B
- E. R. G. Schindler on Steep Bank Creek II-G & Flat Bank Creek

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept the above easements as presented into the Drainage District Maintenance System. (Recorded in minutes in full)

2. CONSIDER ACCEPTANCE INTO THE DRAINAGE DISTRICT MAINTENANCE SYSTEM KEEGAN'S BAYOU FROM THE FORT BEND-HARRIS COUNTY LINE UPSTREAM TO 1,000 FEET UPSTREAM OF BISSONNET:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept into Drainage District Maintenance System Keegan's Bayou from the Fort Bend-Harris County Line Upstream to 1,000 feet upstream of Bissonnet.

3. DISCUSSION OF DRAINAGE PROBLEMS ON FM-360 IN PRECINCT 2:

A petition was presented concerning the drainage problems on FM 360. The following citizens discussed the drainage problems on FM 360;

H.G. Pigott, Alice Byrd, Kelly McMann, Robert Reyes, Richard Woods and Denise Cedar.

The Drainage District will further study the situation to determine a solution.

4. ADJOURNMENT:

Drainage District Board adjourned at 2:55 p.m.

00694

VINSON & ELKINS
ATTORNEYS AT LAW
3300 FIRST CITY TOWER
1001 FANNIN
HOUSTON, TEXAS 77002-6760
TELEPHONE 713 851-2222 TELEX 762146

SUITE 900
1101 CONNECTICUT AVE. N.W.
WASHINGTON, D. C. 20036-4303
TELEPHONE 202 862-6500
CABLE VINELKINS-TELEX 89680

47 CHARLES ST., BERKELEY SQUARE
LONDON W1X 7PB, ENGLAND
TELEPHONE 01 441 491-7236
CABLE VINELKINS LONDON W1-TELEX 24140

FIRST CITY CENTRE
816 CONGRESS AVENUE
AUSTIN, TEXAS 78701-2496
TELEPHONE 512 495-8400

December 10, 1985

VIA MESSENGER

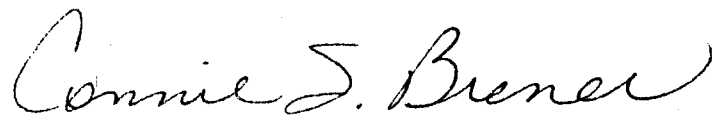
Dianne Wilson
Fort Bend County Clerk
Fort Bend County Courthouse
Richmond, Texas 77469

Dear Ms. Wilson:

Enclosed please find the executed Right-of-Way Easement between Raymond G. Schindler and Fort Bend County Drainage District for your files and minutes. We have also retained a copy. Thank you.

Very truly yours,

By:



Connie S. Brener
Secretary to Holly A. Hubenak

/3174
Enclosure

1808 112

8559620

00695

OFFICIAL RECORDS

VINSON & ELKINS
ATTORNEYS AT LAW

Compared

3300 FIRST CITY TOWER

1001 FANNIN

HOUSTON, TEXAS 77002-6760

TELEPHONE 713 651-2222 TELEX 762146

0029

SUITE 900
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TELEPHONE 01 441 491-7236
CABLE VINELKINS LONDON W1-TELEX 24140

FIRST CITY CENTRE
816 CONGRESS AVENUE
AUSTIN, TEXAS 78701-2496
TELEPHONE 512 495-8400

November 14, 1985

HAND DELIVERED

Fort Bend County Drainage District
3403 Avenue F
P. O. Box 1028
Rosenberg, Texas 77471

Re: Schindler Drainage Right-of-Way Easement

Gentlemen:

Raymond G. Schindler owns a large tract of land in east Fort Bend County adjacent to the Brazos River as set forth on the map attached hereto as Exhibit A (the Tract). Flat Bank Creek flows over the Tract, and the primary outfall drainage for the Tract is into Flat Bank Creek. The Fort Bend County Drainage District (the District) proposes to construct major drainage improvements to Flat Bank Creek. The construction of this proposed project by the District would require additional right-of-way through the Tract for the widening of Flat Bank Creek. Mr. Schindler proposes that the District construct a diversion channel from a point north of the Tract to the Brazos River as shown on the map attached hereto as Exhibit B. In order to accomplish this diversion channel, it will be necessary for the District to obtain additional drainage right-of-way across the Tract as set forth on the map attached hereto as Exhibit B. This would require the dedication by Mr. Schindler of approximately 50 acres of land to the Fort Bend County Drainage District for a drainage easement.

The District has determined that it is in the best interest of all of the residents of Fort Bend County to proceed with the diversion of Flat Bank Creek as described herein. Mr. Schindler thinks that it is in his best interest and in the best interest of the future development of

KET ELIDA

OFFICIAL RECORDS

0029

the Tract to proceed with the diversion of Flat Bank Creek. In order to proceed with this project, the parties to this letter agreement hereby agree and contract as follows:

1. Mr. Schindler agrees to grant Right-of-Way Easements for drainage purposes to the Fort Bend County Drainage District across those Tracts 1, 3, 4, and 5, in accordance with the form of the Right-of-Way Easement attached hereto as Exhibits C, D, E, and F;

2. All excavation from the Tracts which are the subject of the Right-of-Way Easements set forth herein shall be spoiled or placed on Mr. Schindler's property adjacent to the Right-of-Way Easement;

3. The Fort Bend County Drainage District hereby agrees and covenants that the additional drainage capacity in Flat Bank Creek downstream from the point of diversion shall be allocated to Mr. Schindler, his successors or assigns and the adjacent landowners downstream of the point of diversion and shall be reserved for the drainage of those tracts;

4. No future assessment or charge per acre for drainage improvements shall be made against or to the Tract.

5. In the event that the Fort Bend County Drainage District has not commenced the excavation of the Flat Bank Creek diversion channel as described herein within three (3) years from the date of this letter agreement, Fort Bend County Drainage District shall abandon the Right-of-Way Easements granted pursuant to the terms herein and such Right-of-Way Easements shall revert to Mr. Schindler, his successors and assigns.

Handwritten: JES RBA conveyed pursuant to this instrument

6. Should Mr. Schindler, his successors or assigns decide to create a levee improvement district, which they currently intend to do, neither Fort Bend County Drainage District nor Fort Bend County will prevent or oppose Mr. Schindler from securing funding from the levee improvement district for drainage improvements or easements over the land described herein and will work with Mr. Schindler to achieve such objective, *SO FAR AS IS ALLOWABLE BY LAW*

Handwritten: JES RBA

If the above described terms and conditions are acceptable to you, please acknowledge where indicated in

duplicate. After each party has acknowledged where indicated, a fully executed copy will be returned for your records.

If you have any questions concerning this transaction, please contact me at 651-2096 or Holly Hubenak at 651-2058.

Very truly yours,

VINSON & ELKINS

By: James A. Boone
James A. Boone

Agreed and accepted to by the Fort Bend County Drainage District acting through its Board of Directors on this 25 day of November, 1985.

By: John E. Strimling
Title: County Judge

ATTESTED TO:

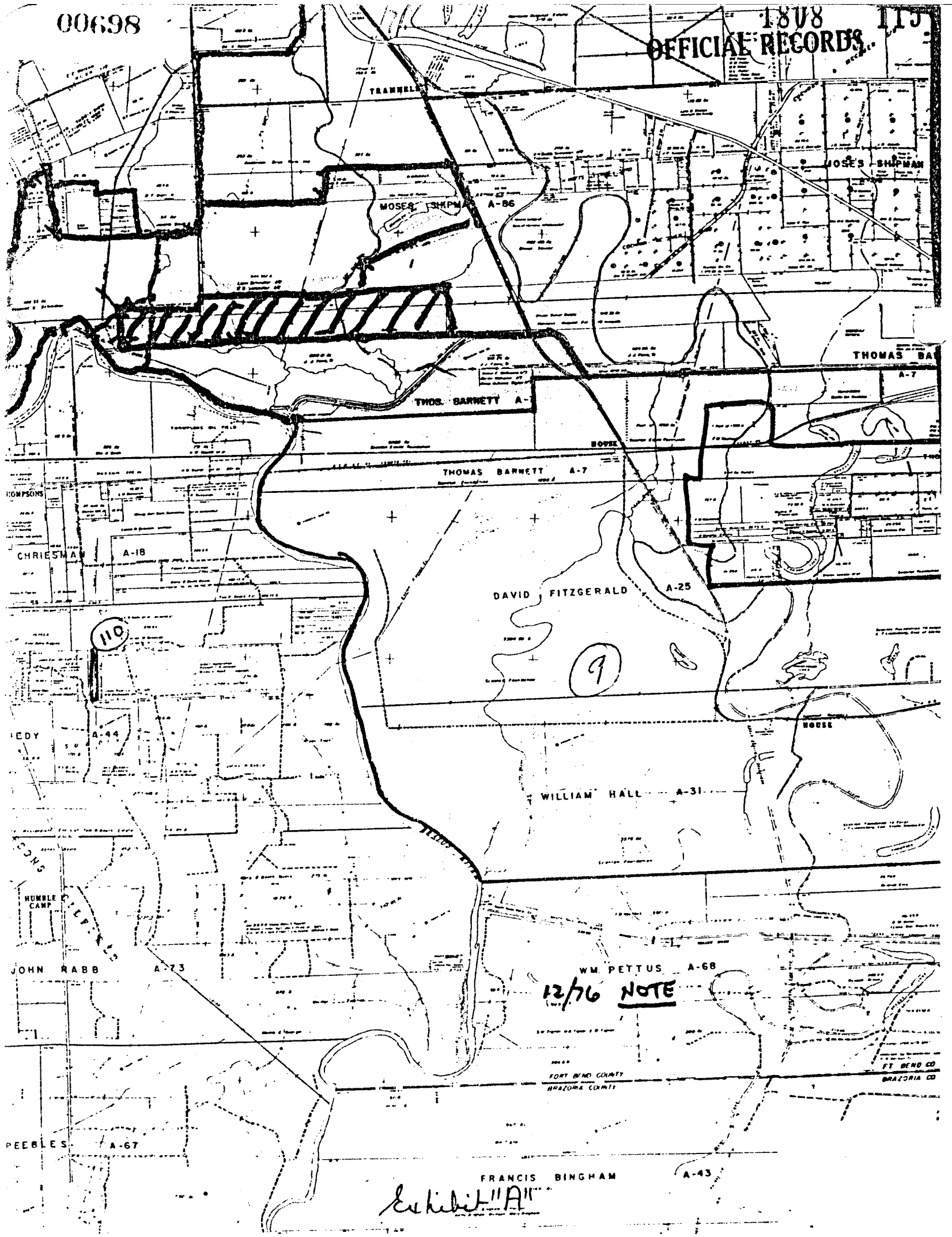
By: Glenn Wilson
Title: County Clerk

Agreed and accepted to by Mr. R. G. Schindler on this 30 day of November, 1985.

By: R. G. Schindler
Raymond G. Schindler

00698

1878 OFFICIAL RECORDS 113



12/76 NOTE

Exhibit "A"

1808 116

00699

OFFICIAL RECORDS

FILED

'85 DEC 10 P4:00

Jeanne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded in
the volume and page of the named records of Fort Bend
County, Texas as stamped hereon by me on

DEC 12 1985



Jeanne Wilson
County Clerk, Fort Bend Co., Tex.

00700

Compared 8559621

1808 117

OFFICIAL RECORDS

FORT BEND COUNTY DRAINAGE DISTRICT

0029

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

R. G. Schindler

whose address is as shown above (hereinafter called GRANTOR, whether one or more) for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by Fort Bend County Drainage District, of the drainage canal and system upon and through the land hereafter described, the sufficiency of which is hereby acknowledged and confessed, has granted, bargained, sold and conveyed, and by these presents hereby grants, bargains, sells and conveys unto said Fort Bend County Drainage District, a corporation (hereinafter called the DISTRICT), of Fort Bend County, Texas, a right of way and easement for the purpose of constructing, maintaining, operating, repairing and re-constructing a drainage canal, including drains, ditches, laterals and levees, upon, over, through and across the land of GRANTOR along the route hereinafter designated, and said land being situated in Fort Bend County, Texas, to-wit:

The DISTRICT shall have an easement of an aggregate width of 330 feet, being 165 feet, extending at right angles, on each side of the following line and course across said land, to-wit:

Beginning at a point on the Brazos River, said Brazos River forming the Southerly boundary line of Grantor's land, in the Thomas Barnett League, Abstract 7, of Fort Bend County, Texas:

Thence in a Northerly direction, as shown (Tract #1) on the attached Exhibit "A", to intersect the Northerly property line of Grantor's land.

During initial drainage channel construction, the District is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing upon the premises of Grantor immediately adjoining the easement as above described.

OFFICIAL RECORDS

The DISTRICT shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage canal right of way, provided, however, that after construction of said drainage canal, said right of ingress and egress of the DISTRICT shall be limited to the said right of way and to existing roads and passageways. The DISTRICT is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said canal right of way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage canal.

The DISTRICT agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the DISTRICT'S use in going to and from said easement and right of way, and to restore the same to the previously existing condition as near as possible.

GRANTOR reserves the right to use the facilities offered by the drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection GRANTOR has the right in the manner provided by law and at his own expense to construct and provide ditches, drains and laterals connecting his said land or portions thereof with the drainage canal.

GRANTOR reserves the oil, gas and sulphur in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right of way above described.

It is agreed that if at a future time the DISTRICT, its successors or assigns, shall permanently cease to use said drainage canal right of way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right of way above described, together with all rights and interests held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

Grantor hereby reserves into itself, its successors and assigns the right at any time and from time to time to (1) construct, install, maintain, operate, repair, replace or remove roads, driveways, sidewalks, fences, utility lines, mains, bridges and other facilities and structures over, under, upon and across the easement; (2) plat the easement and otherwise deal in and with the easement in conjunction with Grantor's development of adjoining property; and (3) grant to others the right to engage in any of the foregoing activities; provided, however, that the District shall have the right to approve, in its reasonable judgment, the location of such facilities, and that the rights reserved herein shall be exercised in a manner that will not impede the District's access to the easement or otherwise materially interfere with the District's right to use the easement for the purpose stated herein.

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 13th day of November, A. D. 1985

R. G. Schindler
R. G. Schindler

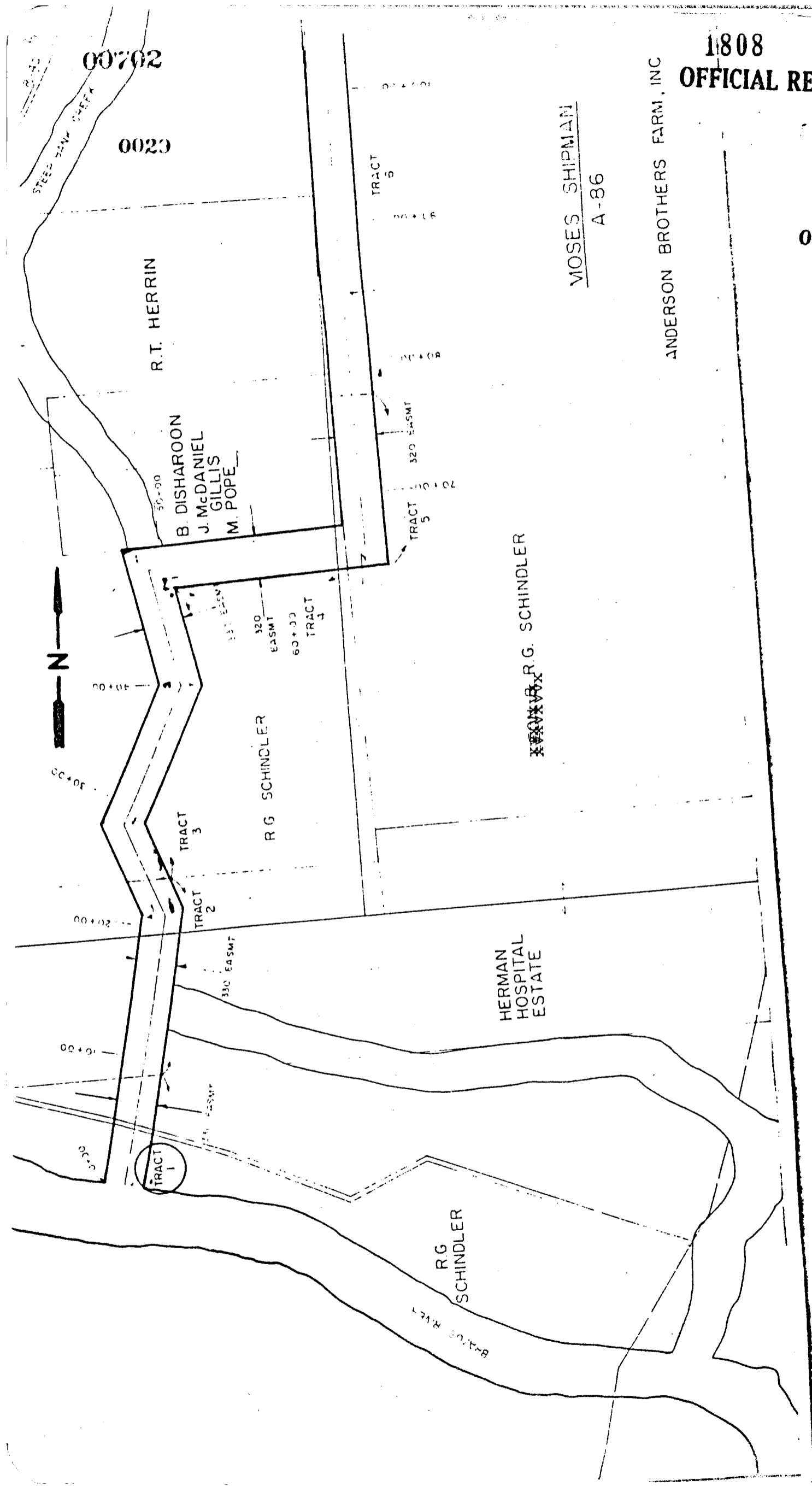
0029

ANDERSON BROTHERS FARM, INC

MOSES SHIPMAN
A-86

~~R.G. SCHINDLER~~
R.G. SCHINDLER

HERMAN
HOSPITAL
ESTATE



00702

0029

R.T. HERRIN

B. DISHAROON
J. McDANIEL
GILLIS
M. POPE

R.G. SCHINDLER

R.G. SCHINDLER

BRADLEY RIVER

TRACT 1

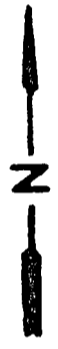
TRACT 2

TRACT 3

TRACT 4

TRACT 5

TRACT 5



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OFFICIAL RECORDS

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME

0029

the undersigned authority, in and for Harris County, Texas, on this day personally appeared R. G. Schindler

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 13th day of November, A. D. 19 85 (L. S.)

THE STATE OF TEXAS

COUNTY OF

BEFORE ME

in and for County, Texas, on this day personally appeared, wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of A. D. 19 (L. S.)

THE STATE OF TEXAS

COUNTY OF

BEFORE ME

in and for County, Texas, on this day personally appeared and

his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife of the said

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of A. D. 19 (L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,

County of

I, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the day of A. D. 19 with its authentication, was filed for record in my office on the day of A. D. 19 at o'clock M., and duly recorded this the day of A. D. 19 at o'clock M., in the Deed Records of said County, in Volume on Page

Witness my hand and the seal of the County Court of said County, at office in Texas, the day and year last above written.

Clerk of Court, County, Texas.

By, Deputy

00704

FILED

1808 121

'85 DEC 10 P4:00

OFFICIAL RECORDS

0029

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded in
the volume and page of the named records of Fort Bend
County, Texas as stamped hereon by me on

DEC 12 1985



Dianne Wilson
County Clerk, Fort Bend Co., Tex.

**RIGHT-OF-WAY
EASEMENT**

BY

TO

**FORT BEND COUNTY
DRAINAGE DISTRICT**

Filed for Record

This _____ day of _____

A. D. 19____, at _____ o'clock _____ M.

Recorded

This _____ day of _____

A. D. 19____, in _____

County, Texas, Records of Deeds.

Book _____ Page _____

_____, Clerk

_____, Deputy

Return to:

1808 122
OFFICIAL RECORDS

8559622

Compared

00705

FORT BEND COUNTY DRAINAGE DISTRICT

0029

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

R. G. Schindler

whose address is as shown above (hereinafter called GRANTOR, whether one or more) for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by Fort Bend County Drainage District, of the drainage canal and system upon and through the land hereafter described, the sufficiency of which is hereby acknowledged and confessed, has granted, bargained, sold and conveyed, and by these presents hereby grants, bargains, sells and conveys unto said Fort Bend County Drainage District, a corporation (hereinafter called the DISTRICT); of Fort Bend County, Texas, a right of way and easement for the purpose of constructing, maintaining, operating, repairing and re-constructing a drainage canal, including drains, ditches, laterals and levees, upon, over, through and across the land of GRANTOR along the route hereinafter designated, and said land being situated in Fort Bend County, Texas, to-wit:

The DISTRICT shall have an easement of an aggregate width of 330 feet, being 165 feet, extending at right angles, on each side of the following line and course across said land, to-wit:

Beginning at the intersection of Grantor's Southerly property line and the centerline of Steepbank Creek, located in the Wm. S. Little League, Abstract 54, of Fort Bend County, Texas;

Thence upstream in a Northerly direction along the centerline or thread of Steepbank Creek (designated by the District as II-G) to intersect Grantor's Northerly property line, said point being the termination point of this easement (Tract #3 on attached exhibit).

During initial drainage channel construction, the District is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing upon the premises of Grantor immediately adjoining the easement as above described.

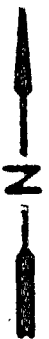
PET. CLIDA

1808 124
OFFICIAL RECORDS

STEEP BANK CREEK

R.T. HERRIN

B. DISHARROON
J. McDANIEL
GILLIS
M. POPE



30+00

40+00

20+00

10+00

TRACT 3

TRACT 2

TRACT 1

R.G. SCHINDLER

330 EASMT

320 EASMT

60+00 (TRACT 4)

HERMAN HOSPITAL ESTATE

R.G. SCHINDLER

BRADYS RIVER

TRACT 6

60+16

00+08

320 EASMT

70+00

TRACT 5

~~XXXXXX~~ R.G. SCHINDLER

MOSES SHIPMAN

A-56

ANDERSON BROTHERS FARM

00707

0029

OFFICIAL RECORDS

THE STATE OF TEXAS

0029

COUNTY OF HARRIS

BEFORE ME

the undersigned authority

Harris

County, Texas, on this day personally appeared

R. G. Schindler

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 13th day of November, A. D. 1985 (L. S.)

B. J. TRIBBLE

THE STATE OF TEXAS

COUNTY OF

BEFORE ME

in and for County, Texas, on this day personally appeared

wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of A. D. 19 (L. S.)

THE STATE OF TEXAS

COUNTY OF

BEFORE ME

in and for County, Texas, on this day personally appeared and

his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife of the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of A. D. 19 (L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,

County of

I, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the day of A. D. 19 with its authentication, was filed for record in my office on the day of A. D. 19 at o'clock M., and duly recorded this the day of A. D. 19 at o'clock M., in the Deed Records of said County, in Volume on Page

Witness my hand and the seal of the County Court of said County, at office in Texas, the day and year last above written.

Clerk of Court, County, Texas. By, Deputy

00709

OFFICIAL RECORDS

1808 126

FILED

0029

'85 DEC 10 P4:00

Dianna Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded in
the volume and page of the named records of Fort Bend
County, Texas as stamped hereon by me on

DEC 12 1985



Dianna Wilson
County Clerk, Fort Bend Co., Tex.

RIGHT-OF-WAY EASEMENT	
BY	TO
FORT BEND COUNTY DRAINAGE DISTRICT	
Filed for Record	
This _____ day of _____	
A. D. 19____, at _____ o'clock _____ M.	
Recorded	
This _____ day of _____	
A. D. 19____, in _____	
County, Texas, Records of Deeds.	
Book _____ Page _____	Clerk
_____ Deputy	
Return to: _____	

OFFICIAL RECORDS

0029

The DISTRICT shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage canal right of way, provided, however, that after construction of said drainage canal, said right of ingress and egress of the DISTRICT shall be limited to the said right of way and to existing roads and passageways. The DISTRICT is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said canal right of way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage canal.

The DISTRICT agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the DISTRICT'S use in going to and from said easement and right of way, and to restore the same to the previously existing condition as near as possible.

GRANTOR reserves the right to use the facilities offered by the drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection GRANTOR has the right in the manner provided by law and at his own expense to construct and provide ditches, drains and laterals connecting his said land or portions thereof with the drainage canal.

GRANTOR reserves the oil, gas and sulphur in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right of way above described.

It is agreed that if at a future time the DISTRICT, its successors or assigns, shall permanently cease to use said drainage canal right of way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right of way above described, together with all rights and interests held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

Grantor hereby reserves into itself, its successors and assigns the right at any time and from time to time to (1) construct, install, maintain, operate, repair, replace or remove roads, driveways, sidewalks, fences, utility lines, mains, bridges and other facilities and structures over, under, upon and across the easement; (2) plat the easement and otherwise deal in and with the easement in conjunction with Grantor's development of adjoining property; and (3) grant to others the right to engage in any of the foregoing activities; provided, however, that the District shall have the right to approve, in its reasonable judgment, the location of such facilities and that the rights reserved herein shall be exercised in a manner that will not impede the District's access to the easement or otherwise materially interfere with the District's right to use the easement for the purpose stated herein.

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 13th day of November, A. D. 1985

R. G. Schindler

R. G. Schindler

00712

0029

1808 129
OFFICIAL RECORDS

ANDERSON BROTHERS FARM, INC

AS PER ORIGINAL



R.T. HERRIN

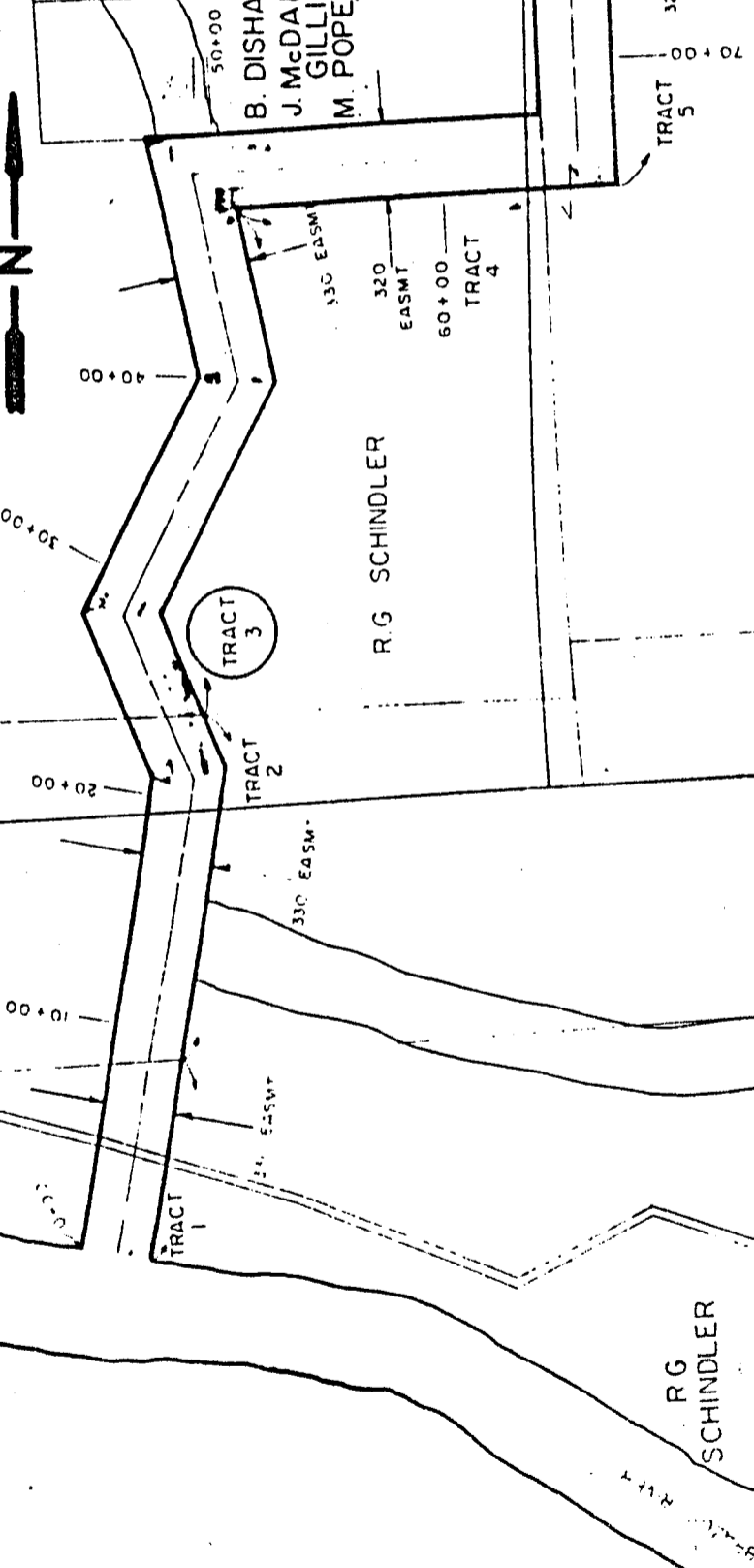
B. DISHAROON
J. McDANIEL
GILLIS
M. POPE

R.G. SCHINDLER

~~R.G.~~ R.G. SCHINDLER

HERMAN
HOSPITAL
ESTATE

R.G.
SCHINDLER



1808 130

00713

OFFICIAL RECORDS

0029

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME

the undersigned authority Harris County, Texas, on this day personally appeared R. G. Schindler

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 13th day of November A. D. 1985 (L. S.) B. J. TRIDOLE

THE STATE OF TEXAS

COUNTY OF

BEFORE ME

in and for County, Texas, on this day personally appeared wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of A. D. 19 (L. S.)

THE STATE OF TEXAS

COUNTY OF

BEFORE ME

in and for County, Texas, on this day personally appeared and

his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife of the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of A. D. 19 (L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,

County of

I, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the day of A. D. 19 with its authentication, was filed for record in my office on the day of A. D. 19 at o'clock M., and duly recorded this the day of A. D. 19 at o'clock M., in the Deed Records of said County, in Volume on Page

Witness my hand and the seal of the County Court of said County, at office in Texas, the day and year last above written.

Clerk of Court, County, Texas.

By, Deputy

00714

0023

FILED

1808 131

'85 DEC 10 P4:00

OFFICIAL RECORDS

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded in
the volume and page of the named records of Fort Bend
County, Texas as stamped hereon by me on

DEC 12 1985



Dianne Wilson
County Clerk, Fort Bend Co., Tex

RIGHT-OF-WAY EASEMENT	
BY	TO
FORT BEND COUNTY DRAINAGE DISTRICT	
Filed for Record	
This _____ day of _____	
A. D. 19____, at _____ o'clock _____ M.	
Recorded	
This _____ day of _____	
A. D. 19____, in _____	
County, Texas, Records of Deeds.	
Book _____ Page _____	Clerk
_____, Deputy	
Return to:	

1808 132

8559624

Compared

00715

OFFICIAL RECORDS

0029

November 13, 1985

TO WHOM IT MAY CONCERN:

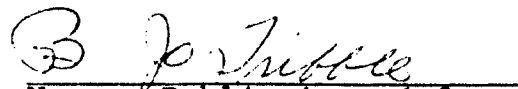
This is to certify that I, R. G. SCHINDLER, am the sole owner of this property and that LEON SCHINDLER owns no part of said property.


R. G. SCHINDLER

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on 11-13-85
by R. G. Schindler.


Notary Public in and for
Harris County, Texas
B. JO TRIBBLE

00716

1808 133

OFFICIAL RECORDS

0029

FORT BEND COUNTY DRAINAGE DISTRICT
RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

~~Deceased~~ R. G. Schindler

whose address is as shown above (hereinafter called GRANTOR, whether one or more) for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by Fort Bend County Drainage District, of the drainage canal and system upon and through the land hereafter described, the sufficiency of which is hereby acknowledged and confessed, has granted, bargained, sold and conveyed, and by these presents hereby grants, bargains, sells and conveys unto said Fort Bend County Drainage District, a corporation (hereinafter called the DISTRICT), of Fort Bend County, Texas, a right of way and easement for the purpose of constructing, maintaining, operating, repairing and re-constructing a drainage canal, including drains, ditches, laterals and levees, upon, over, through and across the land of GRANTOR along the route hereinafter designated, and said land being situated in Fort Bend County, Texas, to-wit:

The DISTRICT shall have an easement ~~of xxxxxxxxxx width of xxxxxxxxxxxxxxxxxxxxxxx feet~~
~~being xxxxxxxxxxxxxxx feet, extending xxxxxxxxxxxxxxx to the following line xxxxxxx~~
~~xxxxxxxxxxxxxxxxxxxx~~ being a strip of land (Tract #5 on attached exhibit) 320' in width extending at a right angle to and along the East side of the following described line:

Beginning at the Northwest corner of Grantor's land in the Moses Shipman League, Abstract 86, of Fort Bend County, Texas;

Thence in a Southerly direction along Grantor's Westerly property line and continuing along a 320' Southerly extension of said Westerly property line to the point of termination of this easement.

During initial drainage channel construction, the District is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing upon the premises of Grantor immediately adjoining the easement as above described.

The DISTRICT shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage canal right of way, provided, however, that after construction of said drainage canal, said right of ingress and egress of the DISTRICT shall be limited to the said right of way and to existing roads and passageways. The DISTRICT is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said canal right of way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage canal.

The DISTRICT agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the DISTRICT'S use in going to and from said easement and right of way, and to restore the same to the previously existing condition as near as possible.

GRANTOR reserves the right to use the facilities offered by the drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection GRANTOR has the right in the manner provided by law and at his own expense to construct and provide ditches, drains and laterals connecting his said land or portions thereof with the drainage canal.

GRANTOR reserves the oil, gas and sulphur in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right of way above described.

It is agreed that if at a future time the DISTRICT, its successors or assigns, shall permanently cease to use said drainage canal right of way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right of way above described, together with all rights and interests held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

Grantor hereby reserves into itself, its successors and assigns the right at any time and from time to time to (1) construct, install, maintain, operate, repair, replace or remove roads, driveways, sidewalks, fences, utility lines, mains, bridges and other facilities and structures over, under, upon and across the easement; (2) plat the easement and otherwise deal in and with the easement in conjunction with Grantor's development of adjoining property; and (3) grant to others the right to engage in any of the foregoing activities; provided, however, that the District shall have the right to approve, in its reasonable judgment, the location of such facilities, and that the rights reserved herein shall be exercised in a manner that will not impede the District's access to the easement or otherwise materially interfere with the District's right to use the easement for the purpose stated herein.

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 13th day of November, A. D. 1985

R. G. Schindler

R. G. Schindler

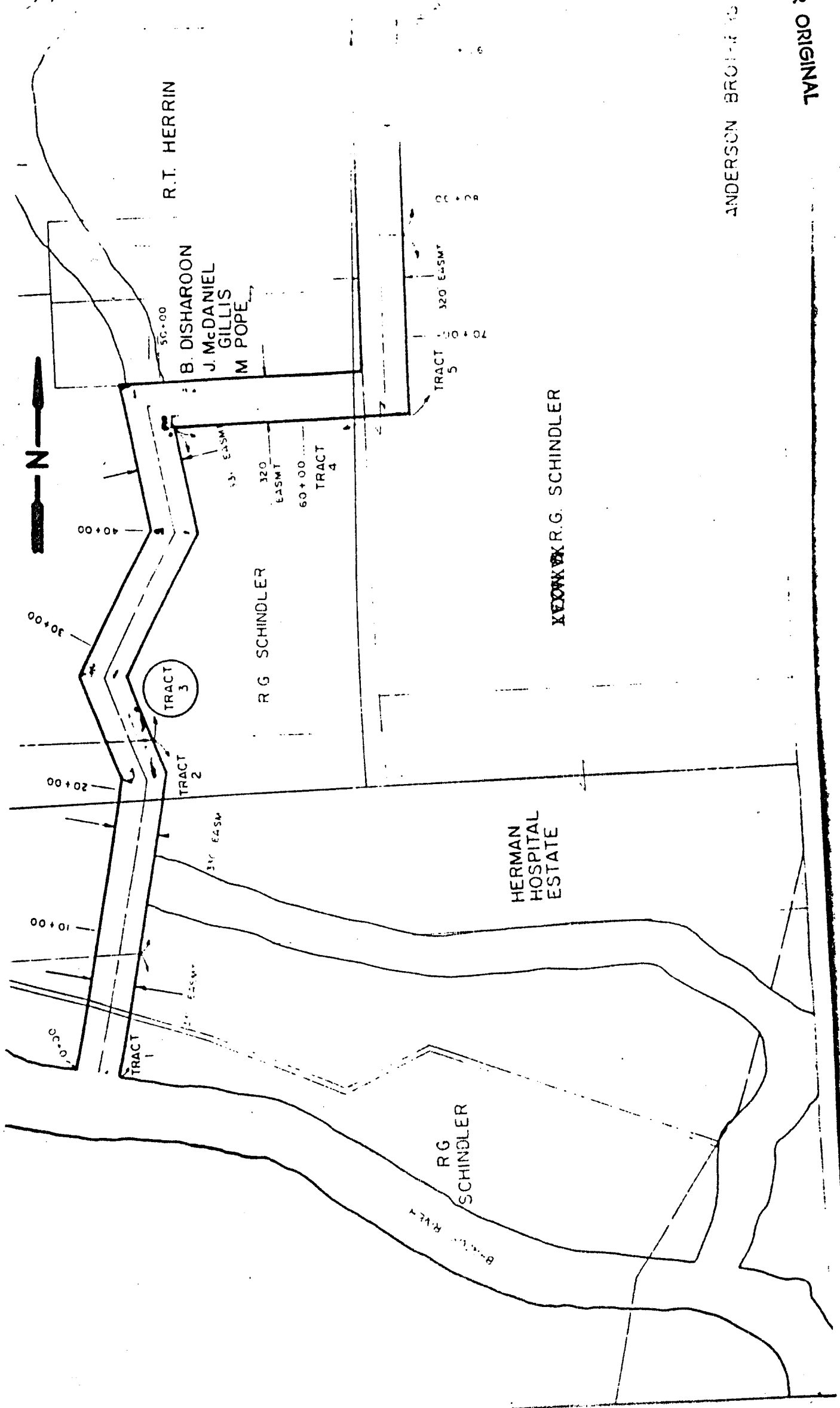
RGS

0029

0029

OFFICIAL RECORDS
AS PER ORIGINAL

ANDERSON BROTHERS COMPANY



1808 136
OFFICIAL RECORDS

00719
0029

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME

the undersigned authority, in and for
Harris County, Texas, on this day personally appeared
R. G. Schindler

known to me to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he executed the same for the purposes and consideration therein
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 13th day of November
A. D. 19 85
(L. S.)

THE STATE OF TEXAS

COUNTY OF

BEFORE ME

, in and for
County, Texas, on this day personally appeared
, wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been
examined by me privily and apart from her husband, and having the same fully explained to her, she,
the said acknowledged such
instrument to be her act and deed, and she declared that she had willingly signed the same for the pur-
poses and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of
A. D. 19
(L. S.)

THE STATE OF TEXAS

COUNTY OF

BEFORE ME

, in and for
County, Texas, on this day personally appeared
and

, his wife, both known to me to be
the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they
each executed the same for the purposes and consideration therein expressed, and the said
wife of the said

having been examined by me privily and apart from her husband, and having the same fully explained
to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed
the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of
A. D. 19
(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,

County of

I, Clerk of the County Court of said County, do hereby
certify that the foregoing instrument of writing, dated the day of
with its authentication, was filed for record in my office on the day of
at o'clock M., and duly recorded this the day of
at o'clock M., in the Deed Records of said County, in Volume on Page

Witness my hand and the seal of the County Court of said County, at office in
Texas, the day and year last above written.

Clerk of Court, County, Texas.

By, Deputy

00720

1808 147

FILED

OFFICIAL RECORDS

0029

'85 DEC 10 P4:00

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly recorded in
the volume and page of the named records of Fort Bend
County, Texas as stamped hereon by me on

DEC 12 1985



Dianne Wilson
County Clerk, Fort Bend Co., Tex.

RIGHT-OF-WAY EASEMENT	
BY	TO
FORT BEND COUNTY DRAINAGE DISTRICT	
Filed for Record	
This _____ day of _____	
A. D. 19____, at _____ o'clock _____ M.	
Recorded	
This _____ day of _____	
A. D. 19____, in _____	
County, Texas, Records of Deeds.	
Book _____	Page _____
_____	_____ Clerk
_____	_____ Deputy
Return to: _____	

1808

137

OFFICIAL RECORDS

00721

0029

0+00

10+00

TRACT
1

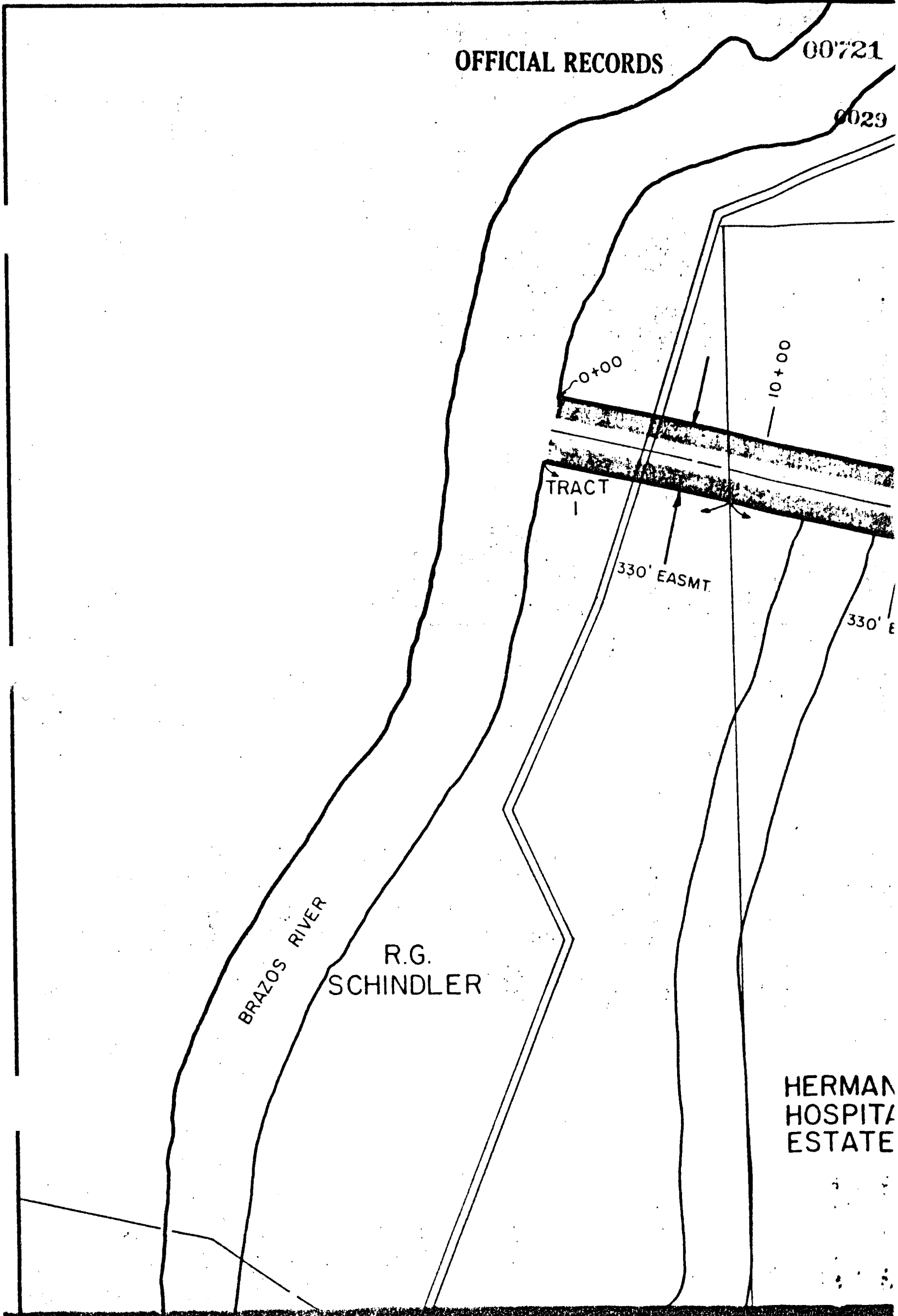
330' EASMT

330' E

BRAZOS RIVER

R.G.
SCHINDLER

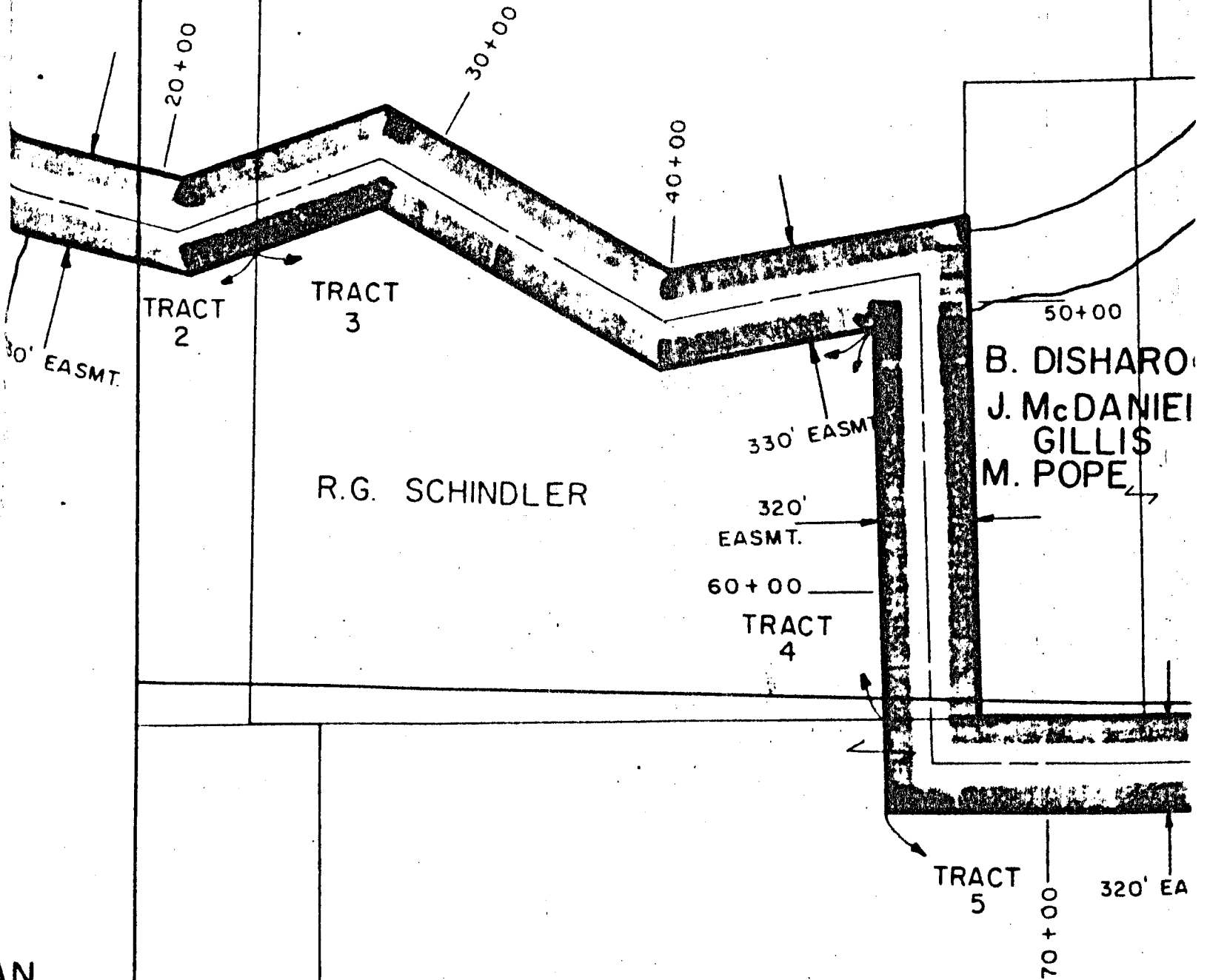
HERMAN
HOSPITAL
ESTATE



OFFICIAL RECORDS

00722

0029

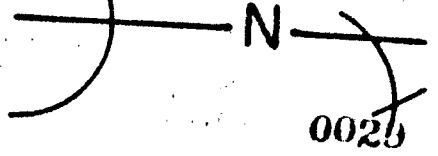


AN
TAL
TE

LEON & R.G. SCHINDLER

1808 139

OFFICIAL RECORDS 00723



ARON
NIEL
S

R.T. HERRIN

THOMPSON FERRY ROAD

STEEP BANK CREEK

120' EASMT.

80+00

90+00

TRACT
6

100+00

110+00

MOSES SHIPMAN

B

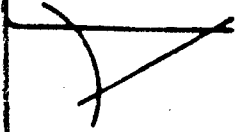
00724

0029

1808

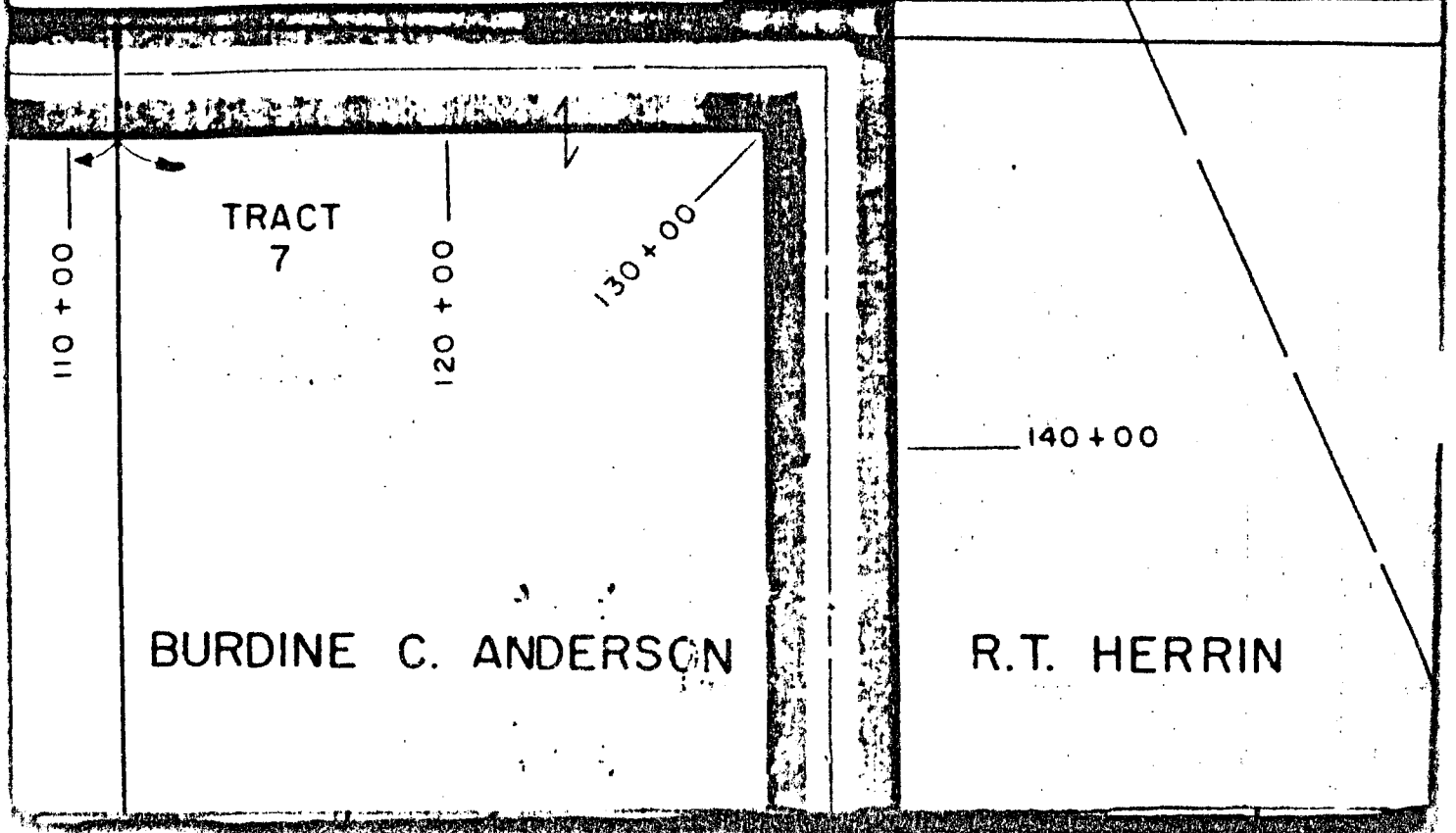
140

OFFICIAL RECORDS



HAGERSON ROAD

WILLI



TRACT
7

110 + 00

120 + 00

130 + 00

140 + 00

BURDINE C. ANDERSON

R.T. HERRIN

1808 141

OFFICIAL RECORDS

WILLIAM S. LITTLE
A-54

140+00

R.T. HERRIN

HERMAN HOSPITAL ESTATE

00726

0023

1808

142

OFFICIAL RECORDS

THOMAS BARNET

A-7

00727

1808

143

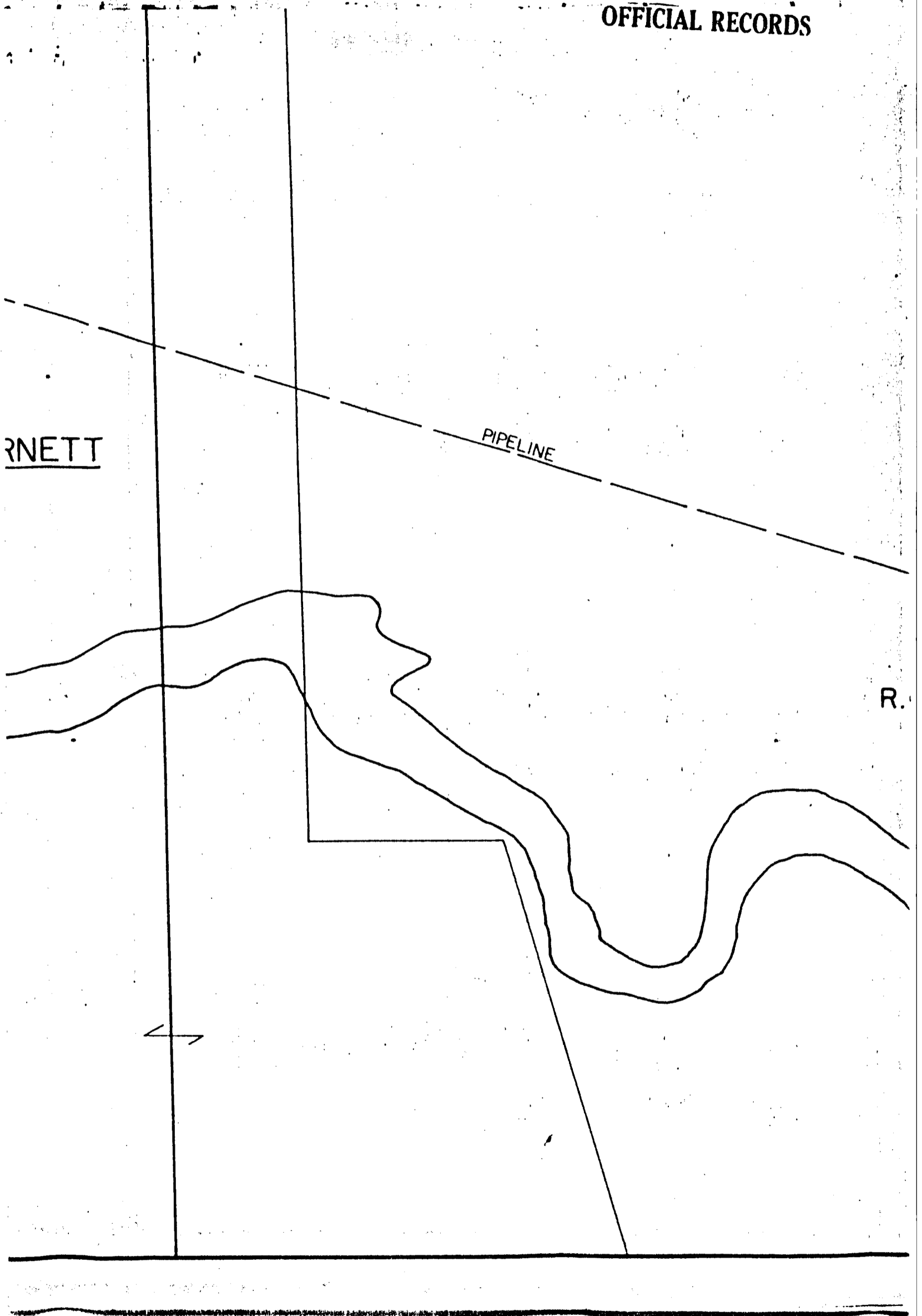
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OFFICIAL RECORDS

RNETT

PIPELINE

R.



00728

1808 144

OFFICIAL RECORDS

MOSES SHIPMAN

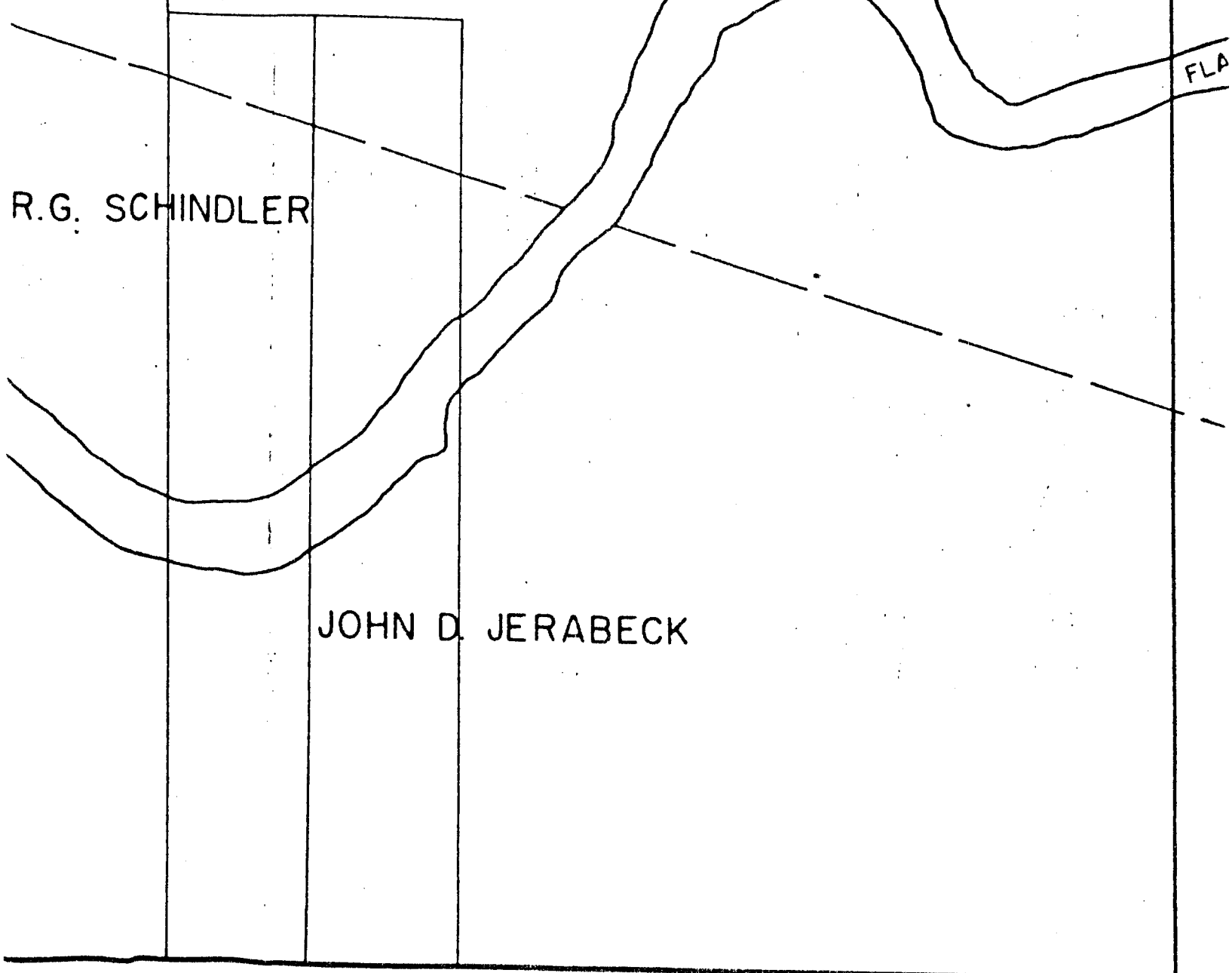
A-86

ANDERSON BROTHERS FARM, INC.

R.G. SCHINDLER

JOHN D. JERABECK

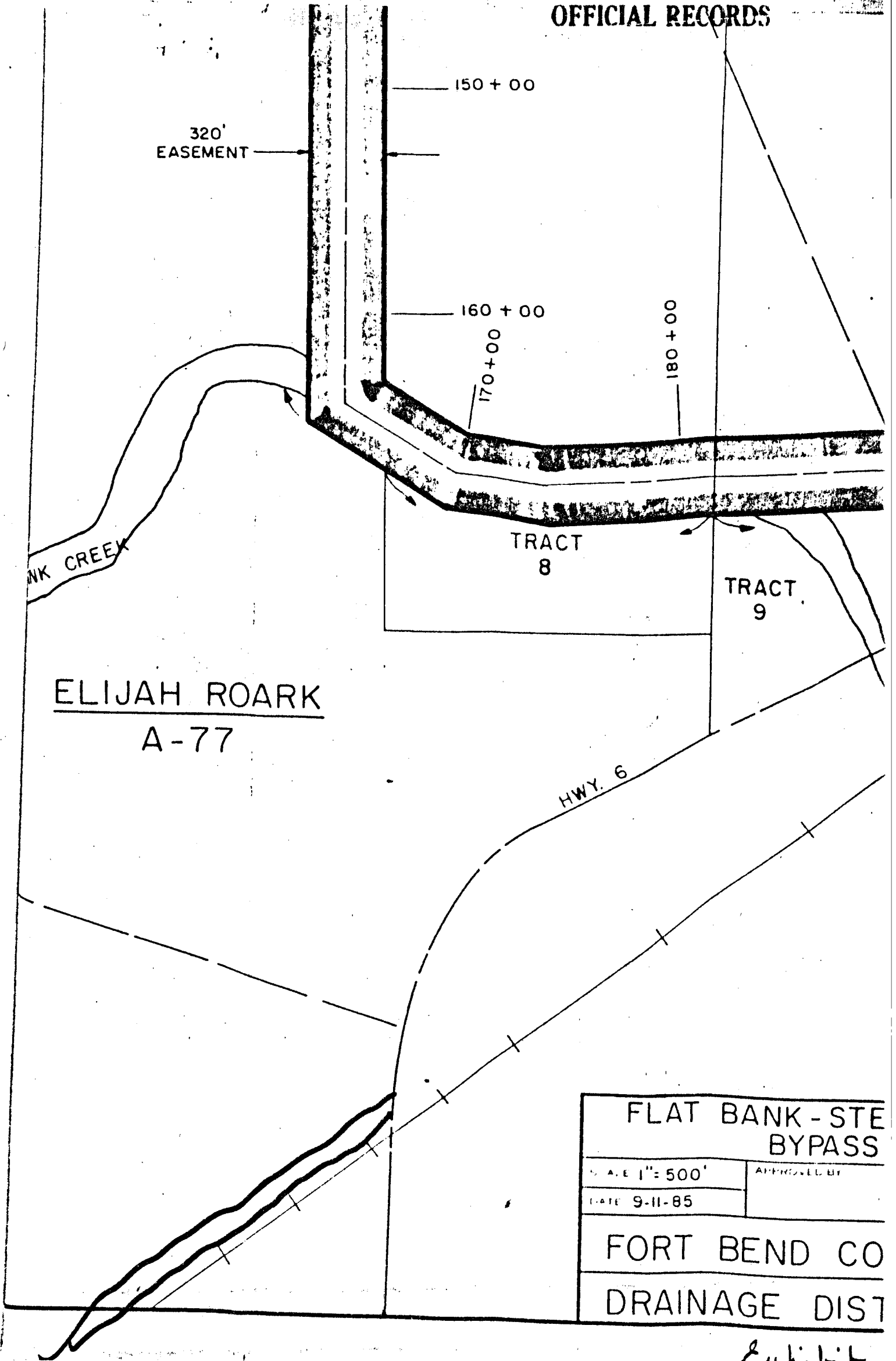
FLA



00729

1808 145

OFFICIAL RECORDS



ELIJAH ROARK
A-77

FLAT BANK - STE BYPASS	
SCALE 1" = 500'	APPROVED BY
DATE 9-11-85	
FORT BEND CO	
DRAINAGE DIST	

Exhibit

00730

1808 146

OFFICIAL RECORDS

150 + 00

160 + 00

170 + 00

180 + 00

190 + 00

197 + 00

TRACT 8

TRACT 9

HWY. 6

PIPELINE

FLAT BANK - STEEP BANK CREEK BYPASS

SCALE 1" = 500'

APPROVED BY

DRAWN BY JAN

DATE 9-11-85

REVISED

FORT BEND COUNTY

DRAINAGE DISTRICT

DRAWING NUMBER 8534

Exhibit B

Drainage
Agenda 00731
3

To whom it may concern;

0029

On the following pages you will find the names, addresses, street addresses and phone numbers of the people living along F.M. 360 who have signed the petition for something to be done for the drainage problem on F.M. 360.

We request that the subject of drainage problems on F.M. 360 be included on the Agenda for Commissioners Court for Monday, November 25, 1985.

H. E. Pett Sr
387-2750
387-2750

0029 00732

Mr. & Mrs. Herbert Pigott, Sr.
Rt. 1 Box 167
3231 F.M. 360
Rosenberg, Texas 77471
409-387-2750

Mr. & Mrs. Herbert Pigott, Jr.
Rt. 1 Box 167-A
3231 F.M. 360
Rosenberg, Texas 77471
409-387-2560

Kerneth A. McMayon
Rt. 1 Box 156-P
2505 F.M. 360
Rosenberg, Texas 77471
409-387-2771

Mr. & Mrs. Dean Lindermann
Rt. 1 Box 169-X
2513 F.M. 360
Rosenberg, Texas 77471
409-387-2773

David Jeffrey
Rt. 1 Box 169-V
2521 F.M. 360
Rosenberg, Texas 77471
409-387-2756

Mr. & Mrs. Ricky RosB
P.O. Box 82
2529 F.M. 360
Beasley, Texas 77417
409-387-2831

Mr. & Mrs. Jim Kveton
Rt. 1 Box 167-R
3005 F.M. 360
Rosenberg, Texas 77471
409-387-2506

Mr. & Mrs. Marvin Byrd
Rt. 1 Box 167-K
3127 F.M. 360
Rosenberg, Texas 77471
409-387-2940

Carol Byrd
Rt. 1 Box 167-K
3127 F.M. 360
Rosenberg, Texas 77471
409-387-2940

Mr. & Mrs. Clarence Warncke, Jr.
Rt. 1 Box 167-M
3117 F.M. 360
Rosenberg, Texas 77471
409-387-2946

Mr. & Mrs. J.P. Long
Rt. 1 Box 166-RD
3417 Henson
Rosenberg, Texas 77471
409-387-2955

Mr. & Mrs. Larry Eder
Rt. 1 Box 166-C
3217 Henson
Rosenberg, Texas 77471
409-387-2903

Mr. & Mrs. Ed Todd
P.O. Box 689
3016 Henson
Needville, Texas 77461
409-387-2994

Mr. & Mrs. Floyd Sanders, Jr.
Rt. 1 Box 167-Y
2829 F.M. 360
Rosenberg, Texas 77471
409-387-2539

Mr. & Mrs. Gonzalo Valdez
Rt. 1 Box 156-M
8803 Blaze
Rosenberg, Texas 77471
409-387-2587

Mr. & Mrs. Richard Engeling
P.O. Box 91
2528 Bull Run
Beasley, Texas 77417
409-387-2952

Mr. & Mrs. Howard Tomlin
Rt. 1 Box 164
3415 F.M. 360
Rosenberg, Texas 77471
409-793-6901

Mr. & Mrs. James Faught
P.O. Box 83
3223 F.M. 360
Beasley, Texas 77417
409-387-2723

Mr. & Mrs. Bobby Tate
Rt. 1 Box 167-P
3023 F.M. 360
Rosenberg, Texas 77471
409-387-2901

Mr. & Mrs. Carl Rice
Rt. 1 Box 166-J
3116 Henson
Rosenberg, Texas 77471
409-387-2905

Mr. & Mrs. Art Edwardson
Rt. 1 Box 166-M
3120 Henson
Rosenberg, Texas 77471
409-387-2781

Mr. & Mrs. Robert Moody
Rt. 1 Box 167-B
3114 Henson
Rosenberg, Texas 77471
409-387-2778

Mr. & Mrs. Robert Ekleberry
P.O. Box 629
3126 Henson
Needville, Texas 77471
409-387-2797

Mr. & Mrs. Clyde Coffman
Rt. 1 Box 269
3035 F.M. 360
Beasley, Texas 77417
409-387-2735

Mr. & Mrs. Leroy Poehls
Rt. 1 Box 167-B
3235 F.M. 360
Rosenberg, Texas 77471
409-387-

Mr. & Mrs. Acie Morgan
P.O. Box 611
Needville, Texas 77461
409-793-4879

Mr. & Mrs. Leonard Elkins
P.O. Box 911
3126 Henson
Needville, Texas 77461
409-387-2963

Mr. Rodney Fajkus
Rt. 1 Box 166-W
F.M. 360
Rosenberg, Texas 77471
409-387-2800

Mr. & Mrs. Edward Grigson
Rt. 1 Box 166-S
3325 F.M. 360
Rosenberg, Texas 77471
409-387-2468

Mr. & Mrs. Leslie Peevyhouse
P.O. Box 1025
3124 Henson
Needville, Texas 77461
409-387-2715

Mr. & Mrs. Roberto Reyes
Rt. 1 Box 156-N
8811 Blaze
Rosenberg, Texas 77471
409-387-2569

Mrs. Hattie Jay
Rt. 1 Box 156-N
8811 Blaze
Rosenberg, Texas 77471
409-387-2569

Barbara Kerley
Rt. 1 Box 166-L
3507 F.M. 360
Rosenberg, Texas 77471
409-793-4455

Sharon Macha
Rt. 1 Box 166-A
3507 F.M. 360
Rosenberg, Texas 77471
409-793-4455

Mrs. A.J. Weyand
Rt. 1 Box 166-A
3507 F.M. 360
Rosenberg, Texas 77471
409-793-4455

Mr. & Mrs. Kenneth Chupek
Rt. 2 Box 166-T
3315 F.M. 360
Rosenberg, Texas 77471
409-387-2500

Mr. & Mrs. Randy Walker
P.O. Box 845
3208 Henson
Rosenberg, Texas 77471
409-387-2989

Mr. & Mrs. James Neil
P.O. Box 84
8708 Luckey Lane
Beasley, Texas 77417
409-387-2824

00734

November 12, 1965

We the undersigned on the north side of FM 360 have pleaded in vain to the State Highway Department and the County for some relief on the flooding conditions on the north side of FM 360.

There is only one (1) 30" culvert at the Medina School Road and it is one mile and 2/10 to the next culvert. There is no culvert at Warneke Road.

We the undersigned demand that a larger culvert be placed at Medina School Road and one at the Warneke Road and two (2) between Warneke Road and Medina School Road to equalize the flood waters.

Name

H. E. Pigott Sr.
 Mrs. H. E. Pigott, Sr.
 Herbert E. Pigott Jr.
 Mrs. Herbert E. Pigott Jr.
 Kenneth R. McMayon
 Dean Lindemann
 Carol Jffer
 Susan Ross
 Ricky L. Ross
 Mr. & Mrs. Robert Harris
 Jim Kullton
 Martin Boyd
 Alvin Boyd
 Carol Boyd
 Rochey Sgher
 Kenneth Chupik
 Jane Co. Jao
 Jimmie J. McMill

State Highway Department, Austin, Texas
 Governor Mark White
 Commissioner

Name

Sharon Macha
 Mrs. A. J. Weyand
 Barbara Kerley
 Richard Wally
 Larry Long
 Minnie J. Sustek
 Frank B. Sustek
 Joyce & Randy Walker
 Larry & Denise Eder
 Ed & Barb Gold
 Antonio Rodriguez
 Mrs. Rosalinda R. Jimenez
 Floyd Sanders
 Gonzalo Valdez
 Karen Engly
 Richard Engly
 Don E. Ulocast
 Junda J. J. J. J.
 Margaret Tomlin

Edward L. Simpson

Brocky Pugh

Howard Yonker

Myron M. Faught

Anna E. Faught

Bobby Tate

Alva Tate

Frank E. Spalding

Shirley Rice

Carl F. Rice

W. E. Edmondson

Maui Edwards

Fimmie C. Moody

Robert N. Moody

Robert E. Elkins

Sadie O. Perryhouse

Wanda Perryhouse

Leonard Elkins

Betty Elkins

Clyde Coffman

Leola Coffman

Leroy Pockels

Peggy D. Pockels

Roberto Reyes ⁰⁰⁷³⁵ by H. J.

Judy Reyes - by H. J.

Hattie Jay

Acie Morgan

John Morgan

AGENDA
 FORT BEND COUNTY COMMISSIONERS COURT
 COURTHOUSE ANNEX, RICHMOND, TEXAS
 REGULAR SESSION
 MONDAY, DECEMBER 2, 1985
 9:00 O'CLOCK A.M.

1. Approve minutes of meeting of November 25, 1985.
2. Approve changes in depository pledge contracts.
3. Approve line item transfers in budgets.
4. Approve out-of-town travel requests for County personnel.
5. Appoint two directors for Fort Bend Levee Improvement District #12 in Precinct 3.
6. Approve change orders for Precinct 3 maintenance facility.
7. Mr. Chuck Miller, Data Processing Manager, re: status report on Data Processing Dept.
8. Designate Commissioners' Court representatives to H-GAC's General Assembly and Board of Directors for 1986.
9. Rebudget check in the amount of \$2,615.10 from Exxon Co. into Precinct 2's Road & Bridge Fund.
10. Award bid on word processor (funds are available).
11. Set 1985 Tax Rate.
12. Meet in Closed Session to discuss litigation as authorized by Article 6252-17, Section 2 (e), V.T.C.S.
13. Take action on any items discussed in Closed Session.
14. 1:30 p.m. - Open bids for the following: (1) Road materials - earthen derivative (#85-63); (2) Road materials - petrochemical derivative (#85-64); (3) Bridge materials (#85-65); (4) Culverts (#85-66).
15. Approve bills.
16. Adjournment.

FILED FOR RECORD

TIME 3:10 ^{AM}/_{P.M.}

NOV 27 1985

Glenn Wilson
 County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
 Jodie E. Stavinoha, County Judge

I certify that the above agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Wednesday, November 27, 1985 at 3:20 p.m. by T. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 2ND day of DECEMBER, 1985 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

Jodie Stavinocha	County Judge
Johnnie Pustka	Commissioner Precinct 1
Ben Denham	Commissioner Precinct 2
Alton Pressley	Commissioner Precinct 3
Bob Lutts	Commissioner Precinct 4

When the following were had and the following orders were passed to wit:

1. APPROVE MINUTES OF MEETING OF NOVEMBER 25, 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve minutes of meeting of November 25, 1985 with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve changes in Depository Pledge Contract as follow:

Texas Capital-Richmond to pledge \$200,000.00, Bay City I.S.D..
Receipt #72149ER4, due date 8/15/97

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting to oppose, Commissioner Pressley voting to oppose and Judge Stavinocha voting yes to approve line item transfers for the following departments excluding Precinct #3-Road & Bridge and 268th District Court: (Recorded in minutes in full)

HEALTH DEPARTMENT
TAX A/COLLECTOR (SUGAR CREEK ANNEX)
PERSONNEL/ADMINISTRATIVE COOR.
FIRE MARSHALL
ROAD & BRIDGE PRECINCT #1

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is to approve line item transfers for the the following departments:

268TH DISTRICT COURT
ROAD & BRIDGE PRECINCT #3

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out-of-town travel request for the following departments: (Recorded in minutes in full)

00738

#2

0029 FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release \$ _____,

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release \$ _____,

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release \$ _____,

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release \$ _____,

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Texas Capital-Richmond

Pledged \$ 200,000.00,

Bay City ISD

Receipt # 72149ERT

Due Date 8/15/97

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Pledged \$ _____,

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Pledged \$ _____,

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Pledged \$ _____,

Receipt # _____

Due Date _____

 **RepublicBank**
Richmond

Date 11/25/85

Fort Bend County

Gentlemen:

~~delivered~~ We receive from you this day the following for the account of this bank and yourselves jointly
U.S. Treasury Notes due 11/30/85 @ 10.50%, held in safekeeping at RepublicBank

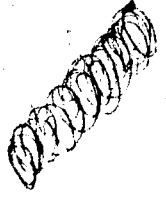
Houston.

Rec. #14604 \$500,000.00

released *M. E. [Signature]* Ft. Bend County

Received the above this the 26th day of November 19 85

[Signature]



Duplicate

00707
0023

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 2nd day of December, 1985, at a Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

R & B	DEPT.	FROM	TO	INCREASE (DECREASE)
Temp. or extra help	0201	39,137.83	50,137.83	11,000.00
Gas and Oil	7005	31,000.00	26,000.00	(5,000.00)
Repairs and Parts	7007	59,500.00	53,500.00	(6,000.00)

DATE: December 2, 1985

DEPARTMENT HEAD: Alton Pressley

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1984

On this the 2nd day of December, 1985, at a Regular Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1983, the Court heard and approved a budget for the year 1984 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1984, adopted November 14, 1983.

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:

<u>268th Dist. Ct.</u>	<u>Dept.</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
Temp. or Extra Help		<u>300.00</u>	<u>1100.00</u>	<u>800.00</u>
Social Security		<u>4256.00</u>	<u>4313.00</u>	<u>57.00</u>
Fees & Services		<u>198678.00</u>	<u>197821.00</u>	<u><857.00></u>
		_____	_____	_____
		_____	_____	_____
		_____	_____	_____

DATE: 11/29/85
 DEPARTMENT HEAD: _____
 THE COUNTY OF FORT BEND
 BY: Jodie Stavinoha
 Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner, Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 2nd day of December, 1985, at a regular Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>& B Precinct #1</u>	<u>DEPT.</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
3-01-0047-7007	Repairs & Parts/Shop Supplies	50,000.00	50,167.64	+ 167.64
3-01-0047-7005	Gas and Oil	40,000.00	39,832.36	[167.64]

DATE: December 2, 1985

DEPARTMENT HEAD: Johnnie Pustka
Commissioner, Pct #1 -- Johnnie Pustka
THE COUNTY OF FORT BEND

BY: J. Stavinoha Jodie Stavinoha, County Judge Ben Denham Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 2 day of December 1985, at a Special Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>Fire Marshall</u>	DEPT.	FROM	TO	INCREASE (DECREASE)
Conferences/Seminars		<u>800.00</u>	<u>655.11</u>	<u>(144.89)</u>
Materials & Supplies		<u>1800.00</u>	<u>1944.89</u>	<u>144.89</u>

DATE: 11/26/85

DEPARTMENT HEAD: [Signature]

THE COUNTY OF FORT BEND

BY: [Signature]
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1984

On this the 2nd day of December, 1985, at a Regular Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1983, the Court heard and approved a budget for the year 1984 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1984, adopted November 14, 1983.

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:

Personnel/ Administrative Coord. Dept.	FROM	TO	INCREASE (DECREASE)
105000070701 Conferences/Seminars	1,300.00	1100.00	(-200.00)
105000071062 Office Supplies	3,650.00	3850.00	200.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: November 27, 1985

DEPARTMENT HEAD: Richard Seltek

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner, Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 2nd day of December 1985, at a Regular Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

Sugar Creek Annex DEPT.	FROM	TO	INCREASE (DECREASE)
Materials & Supplies	2,000.00	1,000.00	(1,000.00)
Utilities	6,300.00	7,300.00	1,000.00

DATE: 12/2/85

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 2nd day of December 1985, at a Regular Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>Health</u>	DEPT.	FROM	TO	INCREASE (DECREASE)
<u>Utilities</u>		<u>5,500.00</u>	<u>6,300.00</u>	<u>800.00</u>
<u>Conferences</u>		<u>2,000.00</u>	<u>1,200.00</u>	<u>(800.00)</u>

DATE: 12/02/85

DEPARTMENT HEAD: Heber Lois Whitten

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

COUNTY JUDGE
 COMMISSIONER PRECINCT 1,2,3,& 4
 COUNTY ENGINEER
 COUNTY EXTENSION AGENT-JOHNIE COOPER
 SHERIFF'S DEPARTMENT
 COUNTY COORDINATOR-MELVIN SPEED
 COUNTY EXTENSION AGENT-DeANNA C. BURTON

5. APPOINT TWO DIRECTORS FOR FORT BEND LEVEE IMPROVEMENT DISTRICT #12 IN PRECINCT 3.

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to appoint MICHAEL SCEARCE and JERRY JOHNSON as directors for Fort Bend Levee Improvement District #12 in Precinct 3. (Recorded in minutes in full)

Harry Walker, Engineer, with Van Sickle, Michelson & Klein request that the above be appointed as directors for Fort Bend LID #12.

6. APPROVE CHANGE ORDERS FOR PRECINCT 3 MAINTENANCE FACILITY:

Moved by commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve change orders for new Precinct #3 Maintenance Facilities from Drymalla Construction Co. (less \$58.00). (Recorded in minutes in full)

7. MR. CHUCK MILLER, DATA PROCESSING MANAGER, RE: STATUS REPORT ON DATA PROCESSING DEPT.:

Chuck Miller, Data Processing Manager, gave summary of what his department has done and what is being done.

Postpone any action until December 9th.

8. DESIGNATE COMMISSIONER'S COURT REPRESENTATIVES TO H-GAC'S GENERAL ASSEMBLY AND BOARD OF DIRECTORS FOR 1986:

Moved by Commissioner Denham, Seconded by Commissioner Prssley, duly put and unanimously carried, it is ordered to reappoint Judge Stavinoha and Commissioner Lutts to the H-GAC's Board of Directors for 1986 and Commissioner Pustka and Commissioner Denham as an alternate. (Recorded in Minutes in full)

9. REBUDGET CHECK IN THE AMOUNT OF \$2,615.10 FROM EXXON CO. INTO PRECINCT 2'S ROAD & BRIDGE FUND:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to rebudget check in the amount of \$2, 615.10 from Exxon Co. into Precinct 2 Road & Bridge fund.

10. AWARD BID ON WORD PROCESSOR (FUNDS ARE AVAILABLE):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting to oppose, it is ordered to accept low bid on word processor from IBM, subject to letter dated November 27, 1985 from Chuck Miller, Data Processing Manager. (Recorded in minutes in full)

COPY
RECEIVED NOV 27 1985

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied by~~ the following persons:

- Jodie E. Stavinoha
- Johanna Postka
- Stanley Kuchuka
- BEN DENHAM Bob Pitts

Period: Date of Departure December 3, 1985
Date of Return December 4, 1985

Purpose of Trip: Texas Water Commission Hearings on Rabbs Bayou

Places to be Visited: Austin, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Personal Auto

November 27, 1985 Date
Jodie Stavinoha Name
County Judge Title
Johanna Postka
Stanley Kuchuka
BEN DENHAM
Bob Pitts Date

Approved: Commissioners' Court
Jodie Stavinoha County Judge

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied~~ by the following persons:

Jodie E. Stavinoha

Period: Date of Departure December 3, 1985
Date of Return December 4, 1985

Purpose of Trip: Texas Water Commission Hearings on Rabbs Bayou

Places to be Visited: Austin, Texas

Mode of Transportation
(State whether by personal auto, airline, etc.) Personal Auto

November 27, 1985 Jodie Stavinoha
Date Name
County Judge
Title

Approved: Commissioners' Court
Jodie Stavinoha _____
County Judge Date

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

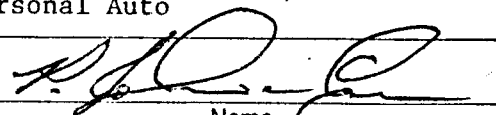
I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

P. Johnnie Cooper

Period: Date of Departure December 2, 1985 - 8 a.m.
Date of Return December 4, 1985 - 4 p.m.
Purpose of Trip: Attend TCAAA Winter Board Meeting


Places to be Visited: Brownwood, Texas

Mode of Transportation
(State whether by personal auto, airline, etc.) Personal Auto



November 26, 1985
Date

P. Johnnie Cooper
Name
County Extension Agent--Agriculture
Title

Approved: Commissioners' Court

County Judge

Date

00751

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:
Michael J. Lorenz

Period: Date of Departure January 1, 1986
Date of Return April 1, 1986

Purpose of Trip: Attend FBI National Academy

Places to be Visited: FBI National Academy, Quantico, Virginia

Mode of Transportation
(State whether by personal auto, airline, etc.)

County Vehicle

[Signature]

Name

November 25, 1985
Date

Sheriff
Title

Approved: Commissioners' Court

[Signature]

County Judge

Date

00752

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

MELVIN L. SPEED

Period: 12-9+10 Date of Departure 12-8-85

Date of Return 12-10-85

Purpose of Trip: WORKSHOP WITH DIVISION OF EMERGENECY MANAGEMENT AUSTIN, TEXAS. COST OF TRIP TO BE COVERED BY STATE FUNDS.

Places to be Visited: TEXAS DEPARTMENT OF PUBLIC SAFETY DIVISION OF EMERGENCY MANAGEMENT,

Mode of Transportation (State whether by personal auto, airline, etc.) PERSONA VEHICLE

MELVIN L. SPEED Name

12-2-85 Date

COUNTY COORDINATOR Title

Approved: Commjssioners' Court

County Judge

Date

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

DeAnna C. Burton

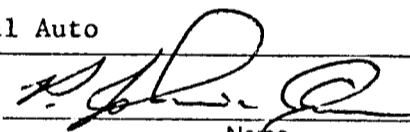
Period: Date of Departure December 2, 1985 - 8 a.m.

Date of Return December 4, 1985 - 4 p.m.

Purpose of Trip: Attend Texas Association of Extension 4-H Agents Winter Board Meeting

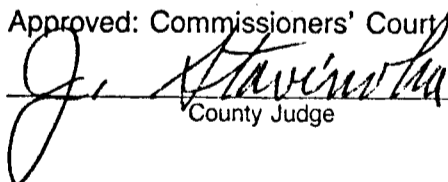
Places to be Visited: Brownwood, Texas

Mode of Transportation
(State whether by personal auto, airline, etc.) Personal Auto


Name

November 22, 1985
Date

County Extension Agent
Title

Approved: Commissioners' Court

County Judge

Date

STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

ORDER APPOINTING DIRECTORS OF
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12

WHEREAS, commencing at 9 o'clock, a.m., of the 2 day of Dec, 1985, Commissioners Court of Fort Bend County, Texas (the "Commissioners Court") met in regular session at its regular meeting place in the City of Richmond, Fort Bend County, Texas, with the following members present, to wit:

Jodie Stavinoha	County Judge
Johnny Pustka	Commissioner
Ben Denham	Commissioner
Alton Pressley	Commissioner
Bob Lutts	Commissioner

WHEREAS, notice of such meeting was published pursuant to Article 6252-17, Vernon's Texas Civil Statutes, as amended.

WHEREAS, on February 4, 1985, Commissioners Court adopted an Order Granting Petition for Creation of Fort Bend County Levee Improvement District No. 12 (the "District") thereby creating, organizing, and establishing the District as a levee improvement district under the terms and provisions and with power and authority established by Chapter 57, Texas Water Code, as amended;

WHEREAS, Section 57.051, Texas Water Code, as amended, provides for the appointment by Commissioners Court of directors for the District.

WHEREAS, on April 15, 1985, Commissioners Court adopted an Order Appointing Directors of Fort Bend Levee Improvement No. 12 and thereby appointed Dale F. Hilliger, Arthur Roy Carson, and Charles F. Milstead as directors of the District;

WHEREAS, directors Hilliger and Carson have since resigned their positions;

NOW, THEREFORE, BE IT ORDERED BY COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THAT;

Pursuant to Section 57.051, Texas Water Code, as amended, Michael L. Scarce and Jerry D. Johnson are hereby appointed Directors of the District.

ORDERED AND ADJUDGED this Dec 2, 1985.

COMMISSIONERS COURT OF
FORT BEND COUNTY, TEXAS

By Jodie E. Stavinoha

ATTEST:

DiAnne Nelson
County Clerk

(SEAL)

CERTIFICATE FOR ORDER APPOINTING DIRECTORS OF
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12

I, the undersigned County Clerk of Fort Bend County, Texas (the "Unit"), do hereby certify as follows:

1. The Commissioners Court (the "Governing Body") of the Unit convened in session at Fort Bend County, Texas, on Dec 2, 1985 (the "Meeting"), at the designated meeting place, and the roll was called of the duly constituted members of the Governing Body, to wit:

- | | |
|-----------------|--------------|
| Jodie Stavinoha | County Judge |
| Johnny Pustka | Commissioner |
| Ben Denham | Commissioner |
| Alton Pressley | Commissioner |
| Bob Lutts | Commissioner |

All of such persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon a written:

ORDER APPOINTING DIRECTORS OF
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12

(the "Order") was duly moved and seconded and, after due discussion, said motion, carrying with it the adoption of the Order, prevailed and carried by the following votes:

AYES: _____ NOES: _____

2. A true, full, and correct copy of the Order is attached to and follows this Certificate; the Order has been duly recorded in the minutes of the Meeting; and the above and foregoing paragraph is a true, full, and correct excerpt from the minutes of the Meeting pertaining to the adoption of the Order; the persons named in the above and foregoing paragraph are duly elected, qualified, and acting members of the Governing Body; each of such members was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Order would be introduced and considered for adoption at the Meeting, and each of such members consent, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and the public notice of the time, place, and purpose of the Meeting was given, all as required by Article 6252-17, Vernon's Texas Civil Statutes, as amended.

SIGNED AND SEALED this Dec 4, 1985.

Deanne Wilson
County Clerk

(SEAL)

00756

ADDITIONAL WORK AUTHORIZATION DRYMALLA CONSTRUCTION CO., INC.

GENERAL CONTRACTOR

P. O. Box 698

Columbus, Texas 78934

732-5731

OWNER'S NAME	County Of Fort Bend		DATE	November 22, 1985	
STREET	P.O. Box 368		JOB NAME	New Maintenance Facilities For Precinct 3 Maintenance	
CITY	Richmond,	STATE	Texas 77469	STREET ADDRESS	CITY

YOU ARE HEREBY AUTHORIZED TO PERFORM THE FOLLOWING SPECIFICALLY DESCRIBED ADDITIONAL WORK

To delete the 17' x 8' block wall inside the paint booth and cut off existing dowels protruding from the slab floor.

~~Additional charge~~ ^{Credit} for above work is \$ 346.00 at the cost of labor, material, equipment, etc., plus _____% (percent) for overhead and profit.

Payments will be made as follows:

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated. We hereby agree to furnish labor and materials complete in accordance with the above specifications at above stated price.

CONTRACTOR	Drymalla Construction Co., Inc.	OWNER	
BY	<i>[Signature]</i>	ARCHITECT	
THIS IS		BY	
CHANGE ORDER NO.	7	DATE	11-22-85

#8

00757

DESIGNATION OF REPRESENTATIVE
HOUSTON-GALVESTON AREA COUNCIL
GENERAL MEMBERSHIP BODY
AND
BOARD OF DIRECTORS

1986

BE IT RESOLVED, by the Commissioner's Court of FORT BEND County,
Texas, that the following be, and they are hereby, designated as the repre-
sentatives and alternates to the General Assembly of the Houston-Galveston
Area Council for the year 1986:

REPRESENTATIVE JODIE E. STAVINOHA
ALTERNATE JOHNNIE PUSTKA
REPRESENTATIVE BOB S. LUTTS
ALTERNATE BEN DENHAM

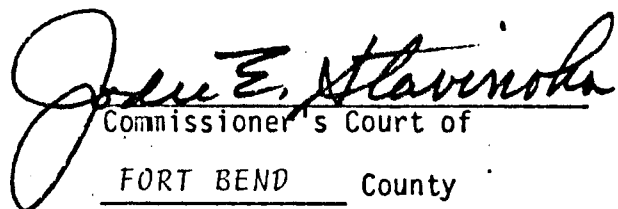
FURTHER THAT, the following be, and they are hereby, designated as the repre-
sentative and alternate to the Board of Directors of the Houston-Galveston
Area Council for the year 1986:

REPRESENTATIVE JODIE E. STAVINOHA
ALTERNATE BOB S. LUTTS

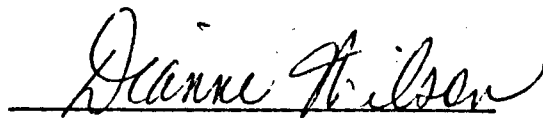
THAT, the Executive Director of the Houston-Galveston Area Council be notified
of the designation of the hereinabove named delegate and alternate.

PASSED AND ADOPTED this 2nd day of December 1985.

APPROVED:


Commissioner's Court of
FORT BEND County

ATTEST:





Copies Made

*Board STAVINOKHA
LUTTS*

*Gen Assembly PUSTKA
DENHAM
(A.I.T.S)*

Houston-Galveston Area Council

Office of the Executive Director

PO Box 22777 • Three555 Timmons • Houston, Texas 77227 • 713/627-3200

November 4, 1985

The Honorable Jodie Stavinoha
County Judge, Fort Bend County
Fort Bend County Courthouse
Richmond, Texas 77469

Jodie
Dear ~~Judge Stavinoha~~:

I am writing regarding designation of your county's representatives to H-GAC's General Assembly and Board of Directors.

H-GAC's Bylaws authorize the Commissioner's Court of each member County to select two officials as representatives and two elected officials as alternates to the H-GAC General Assembly, all of whom shall be members of the Commissioner's Court.

One of the General Assembly representatives should be designated to serve on the H-GAC Board of Directors for 1986 and one General Assembly representative should be designated as an alternate to the Board.

I have enclosed the appropriate form for your convenience.

The 1986 designated representatives begin their terms of office in January at the Annual Meeting.

If more information concerning General Assembly and Board of Directors membership would be useful, please contact me or Sallie Sosa of the staff.

Sincerely,

Jack Steele

JS:ss

Enclosures



#8

00759

Houston-Galveston Area Council

Office of the Executive Director

PO Box 22777 • Three555 Timmons • Houston, Texas 77227 • 713/627-3200

November 4, 1985

The Honorable Jodie Stavinoha
County Judge, Fort Bend County
Fort Bend County Courthouse
Richmond, Texas 77469

Jodie
~~Dear Judge Stavinoha:~~

I am writing regarding designation of your county's representatives to H-GAC's General Assembly and Board of Directors.

H-GAC's Bylaws authorize the Commissioner's Court of each member County to select two officials as representatives and two elected officials as alternates to the H-GAC General Assembly, all of whom shall be members of the Commissioner's Court.

One of the General Assembly representatives should be designated to serve on the H-GAC Board of Directors for 1986 and one General Assembly representative should be designated as an alternate to the Board.

I have enclosed the appropriate form for your convenience.

The 1986 designated representatives begin their terms of office in January at the Annual Meeting.

If more information concerning General Assembly and Board of Directors membership would be useful, please contact me or Sallie Sosa of the staff.

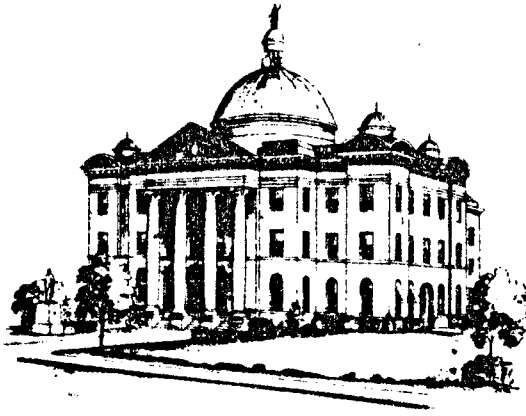
Sincerely,

Jack Steele

JS:ss

Enclosures

00760



CHARLES W. MILLER
Data Processing Manager

Drawer X
Richmond, Texas 77469
(713) 342-3411 ext. 573

STATE OF TEXAS COUNTY OF FORT BEND

RICHMOND, TEXAS
77469

November 27, 1985

Honorable Jodie Stavinoha
County Judge
Fort Bend County
Courthouse Annex
Richmond, Texas 77469

Honorable Alton Pressley
Commissioner, Pct. 3
Fort Bend County
2957 Jenny Dr.
Sugarland, Texas 77478

Honorable Dianne Wilson
County Clerk
Fort Bend County
P.O. Box 520
Richmond, Texas 77469

Honorable Charles Dickerson
Judge, 240th District Court
Fort Bend County
Courthouse
Richmond, Texas 77469

Subject: Form Generator System for the County Clerk

I have completed a discussion with IBM. They have assured me that the System/36 will do everything that the County Clerk needs to do and it will be totally operational by January 1, 1986.

They also have assured me that they have included no programming tools with the System. (Cobol, RPG, etc.)

My recommendation is this:

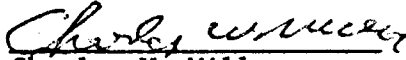
Let the County Clerk have the System/36 but with the following stipulation-

It is to be used strictly as a Word Processor to run IBM's "Displaywrite", "Query", and "Sort" packages. If any other vendor supplied software is ever desired, then the software must have Commissioner's Court approval before it is purchased.

Recommendation cont...

Further, if any "Public Access" data is stored on the system then it must be made available to electronic retrieval by the County's 4300.

In the event that a suitable main frame form generation system is obtained then the System/36 will be turned over to Data Processing for the use of the entire county.

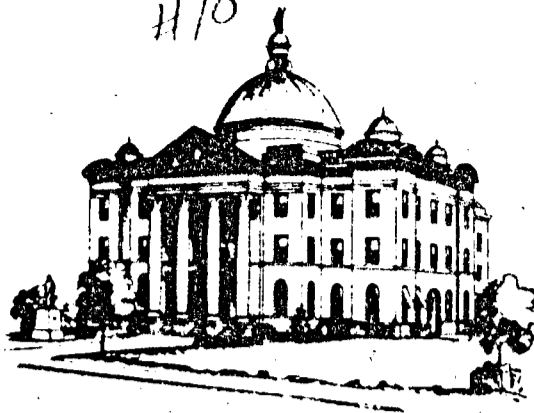

Charles W. Miller
EDP Director

09762

H10

0020

Office of
Dianne Wilson
County Clerk



P.O. Box 520
Richmond, Texas 77469
(713) 842-8411

Richmond, Texas

County of Fort Bend

DECEMBER 2, 1985

TO: COMMISSIONERS COURT
RE: AWARD BID ON WORD PROCESSOR

I request the bid(dated 11-4-85) be awarded to the lowest and best bid which is IBM for a WORD PROCESSOR for the County Clerk's Office with the stipulations so stated in the attached letter. Funds for this purchase will be paid from Data Processing's 1985 budget with reimbursement from State Voter Registration Fund.

I apologize for not attending this court session to present this request myself but I am in Austin attending a seminar. Chuck Miller will answer any technical questions that may arise.

I appreciate your consideration on this matter

Sincerely

A handwritten signature in cursive script that reads "Dianne".

Dianne Wilson
County Clerk



5.0 BID INFORMATION

4. BIDDER PROPOSAL # 1

PRICE INFORMATION

Bid Item #	Proposed Equipment	Qty	Unit Price	Extended Price	Trans- portation	Install- action	Other (explain)	Total Cost	Monthly Maint.
1	System Word Processor	1	10,937.50	10,500.00	51.00	-	-	10,551.00	70.00
2	Cathode Ray Tube Displays	4	1,317.00	5,268.00	64.00	-	-	5,332.00	460.00 (annual)
3	Correspondence Quality Printer	1	5,320.00	5,320.00	24.00	-	-	5,344.00	64.00
4	Word Processing Programs	1	4,000.00	2,800.00	-	-	-	2,800.00	-
		1	950.00	665.00	-	-	-	665.00	-
		1	2,000.00	1,400.00	-	-	-	1,400.00	-
		1	120.00	84.00	-	-	-	84.00	-

Total Purchase Price for all equipment in this proposal = \$ 26,176.00

Bidder Name IBM

Date Bid Signed November 1, 1985

Signature of Person Authorized to Sign Bid


David Groves

00764

19
4

PROPOSAL ITEM: WORD PROCESSOR FOR COUNTY CLERK

PROPOSAL NO: 85-57

VENDORS NOTIFIED BY LETTER

<u>COMPANY</u>	<u>SIGNATURE</u>	<u>BID PRICE</u>
✓ MEMOREX CORPORATION <i>No Bid #145</i>	<i>Express Mailed</i>	4855.00 <i>16,007.00</i>
MICRO EXCHANGE		
CYPHER-TECH		
COMPUTER CRAFT		
✓ SPERRY CORP INFO GROUP <i>all items</i>		<i>36,422.00</i>
APPLICATION DEVELOPMENT		
CONTROL DATA		
ENTRE COMPUTER CENTER		
NCR CORPORATION		
✓ IBM <i>all items</i>	<i>Carrie E. Hicks</i>	<i>28,734.50</i>

11. SET 1985 TAX RATE:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to set 1985 Tax Rate to 35.25 - a 3% increase over the regular tax rate.

. 2623 -	County
.045 4 -	FM/LR
<u>.044 8 -</u>	<u>Drainage</u>

Total .3525

12. MEET IN CLOSED SESSION TO DISCUSS LITIGATION AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (E), V.T.C.S.:

Met in Closed Session.

13. TAKE ACTION ON ANY ITEMS DISCUSSED IN CLOSED SESSION:

No action taken

RECESSED:

Commissioners' Court recessed at 11:45 a.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

14. 1:30 P.M.- OPEN BIDS FOR THE FOLLOWING: (1) ROAD MATERIALS- EARTHEN DERIVATIVE (#85-63); (2) ROAD MATERIALS-PETROCHEMICAL DERIVATIVE (#85-64); (3) BRIDGE MATERIALS (#85-65); (4) CULVERTS (#85-66):

Open bids for road materials-earthen derivative:

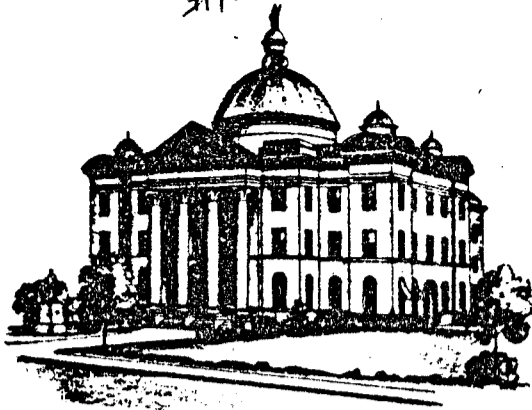
The following bids were presented to Commissioners' Court for review.

- A) LaBlanc & King Inc.
- B) Base Materials
- C) Damon Quarry
- D) Angle Tex Material
- E) Austin Whiteline
- F) B & B Gravel Co.
- G) J.H. Williams
- H) M & M Gravel Sales
- I) Quality Hot Mix
- J) Malter International - Maxine Williams
- K) Houston Crush Concrete
- L) El Dorado Paving Company
- M) Crush Stone Base Inc.
- N) Dernehl Construction Co.
- O) Ash Management
- P) G.H. Hart
- Q) B & D Construction
- R) Jones Finke
- S) Texas Industries
- T) Dravo Base
- U) Terra Technologies
- V) Zbranek Bros.
- W) G & S Asphalt

00766

111

0029



JOYCE TOMPKINS

COUNTY AUDITOR

STATE OF TEXAS
COUNTY OF FORT BEND

P. O. DRAWER 549
 RICHMOND, TEXAS
 77469

December 2, 1985

TAX RATE 1985 TAXES

COUNTY TAXES

GENERAL FUND	.1905
ROAD & BRIDGE	.0655
JAIL SINKING	.0043
C/H SINKING	<u>.0020</u>
	.2623 TOTAL COUNTY

LATERAL ROAD / FLOOD CONTROL	.0454
DRAINAGE DISTRICT	<u>.0448</u>
TOTAL OF ALL TAXES	<u><u>.3525</u></u>

BID ITEM: ROAD MATERIALS EARTHEN DERIVATIVE

BID NUMBER: 85-63

VENDORS NOTIFIED BY LETTER

COMPANY

SUBMITTED

ANGLE-TEX MATERIALS
ASH MANAGEMENT
ASH MANAGEMENT SYSTEMS
AUSTIN WHITE LIME
AZROCK INDUSTRIES
B & B GRAVEL
B & D CONSTRUCTION
BASE MATERIALS
BOB ZALESK
BONUE MINING CO.
CANTU TRUCKING
COASTAL CEMENT AND SAND INC
CLARK AND ASSOCIATES
CONCRETE RECYCLING
CRUSHED STONE BASE
DALYE-HOLLAND TRUCKING
DAMON QUARRY, INC.
DRAVO BASIC MATERIAL CO
DOW CHEMICAL
DUDLEY LEBLANC
EL DORADO PAVING
ELMO ANDERSON SAND & GRAVEL
EXXON
EXXON CO. USA
EWALD SCHNEIDER
FREEWAY SAND PIT
FRANK W. MAREK TRUCKING INC
G & S ASPHALT, INC.
G. H. HART
GATOR CHEMICAL AND ASPHALT
GATOR TEX
GULF STATES ASPHALT
HASTINGS TRUCK AND EQUIPMENT SUPPLY

Mack Wise

00768

HOUSTON CRUSHED CONCRETE -
HOUSTON INDUSTRIAL MATERIALS
IDEAL BASIC INDUSTRIES
J. W. FALTIZEK PAVERS
JIM NOHAWITZ TRUCKING
JOHNNY'S DIESEL SERVICE
JONES/FINKE (PETRO CHEMICAL)
JONES/FINKE (EARTHEN)
KING CONSTRUCTION MATERIALS
LARRY M GUERRERO
LEBLANC & KING
MALTER INTERNATIONAL
PARKER BROS. & CO.
QUALITY HOT-MIX
R.B. SLURRY SURFACE
ROCKY BOTTOM GRAVEL PIT, INC.
SCHRAMME CONSTRUCTION
SOUTHERN DYNAMICS
SOUTHWEST PAVING MATERIALS
STRATASOURCE INC
STARTER INC
STAVINOHHA PETROL SUPPLY
TEXACO REFINING AND MARKETING
TEXAS INDUSTRIES INC
TRINITY ENGINEERING TESTING CORP
W & W SALES AND LEASING CO
W. O. DERNEHL
WHITE'S MINES
VAN WATERS AND ROGERS
ZBRANEK BROS.
BAY INC.

TERRA TECHNOLOGIES

DENEHL CONST. INC.

X. Marti J. Baker

X. Ruff A. Kopp

Open bids for road material-petrochemical:

The following bids were presented to Commissioners' Court for review.

- A) Van. Rogers & Water
- B) Jones G. Finke
- C) Lime Coat Incomp.
- D) W.W. Sales & Leasing
- E) Exxon
- F) Texaco Refinery
- G) Emulsion Breaking
- H) Gulf States Asphalt

Open bids for bridge materials:

The following bids were presented to Commissioners' Court for review.

- A) Conroe Creosoting Co.
- B) Hicks Post Co.
- C) Confederate Lumber Co.
- D) Colfax Creosoting Co.

Open bids for culverts:

The following bids were presented to Commissioners' Court for review.

- A) Bayou Culverts Manufacturing
- B) Wilson Culverts
- C) Metal Culverts Inc.
- D) Steel Culverts Inc.
- E) Wyatt Medal Drainage
- F) Steelcover Inc.
- G) Texas Cargator
- H) Gifford Hill & Co.
- I) Hasara Culverts & Contractors
- J) Caudwell Culverts

15. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting to abstain, it is ordered to approve bills as presented by County Auditor.

16. ADJOURNMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that Commissioners' Court be adjourned at 2:45 p.m. Monday, December 2, 1985.

00770

BID ITEM: ROAD MATERIALS PETROCHEMICAL BASE

BID NUMBER: 85-64

VENDORS NOTIFIED BY LETTER

COMPANY

SUBMITTED

ANGLE-TEX MATERIALS
ASH MANAGEMENT .
ASH MANAGEMENT SYSTEMS
AUSTIN WHITE LIME
AZROCK INDUSTRIES
B & B GRAVEL
B & D CONSTRUCTION
BASE MATERIALS
BOB ZALESAK
BONUE MINING CO.
CANTU TRUCKING
COASTAL CEMENT AND SAND INC
CLARK AND ASSOCIATES
CONCRETE RECYCLING
CRUSHED STONE BASE
DALYE-HOLLAND TRUCKING
DAMON QUARRY, INC.
DRAVO BASIC MATERIAL CO
DOW CHEMICAL
DUDLEY LEBLANC
EL DORADO PAVING
ELMO ANDERSON SAND & GRAVEL
EXXON
EXXON CO. USA
EWALD SCHNEIDER:
FREEWAY SAND PIT
FRANK W. MAREK TRUCKING INC
G & S ASPHALT, INC.
G. H. HART
GATOR CHEMICAL AND ASPHALT
GATOR TEX
GULF STATES ASPHALT
HASTINGS TRUCK AND EQUIPMENT SUPPLY

Mack Wise

HOUSTON CRUSHED CONCRETE -
HOUSTON INDUSTRIAL MATERIALS
IDEAL BASIC INDUSTRIES
J. W. FALTIZEK PAVERS
JIM NOHAWITZ TRUCKING
JOHNNY'S DIESEL SERVICE
JONES/FINKE (PETRO CHEMICAL)
JONES/FINKE (EARTHEN)
KING CONSTRUCTION MATERIALS
LARRY M GUERRERO
LEBLANC & KING
MALTER INTERNATIONAL
PARKER BROS. & CO.
QUALITY HOT-MIX
R.B. SLURRY SURFACE
ROCKY BOTTOM GRAVEL PIT, INC.
SCHRAMME CONSTRUCTION
SOUTHERN DYNAMICS
SOUTHWEST PAVING MATERIALS
STRATASOURCE INC
STARTER INC
STAVINOHAN PETROL SUPPLY
TEXACO REFINING AND MARKETING
TEXAS INDUSTRIES INC
TRINITY ENGINEERING TESTING CORP
W & W SALES AND LEASING CO
W. O. DERNEHL
WHITE'S MINES
VAN WATERS AND ROGERS
ZBRANEK BROS.
BAY INC.

TERRA TECHNOLOGIES

UNITED STATES GYPSUM
ROUND ROCK LIME CO.

LIMECO, INC.

HOLLAND SOIL STABILIZERS, INC.

CHEMLIME CORP.

DENAL CONST INC.

E. Martin J. Blum 00771

E. Martin J. Blum

00772

BID ITEM: BRIDGE MATERIALS

BID NUMBER: 85-65

VENDORS NOTIFIED BY LETTER

COMPANY

SUBMITTED

CENTRAL LUMBER ENTERPRISE, INC.

COASTAL FOREST PRODUCTS

COLFAX CREOSOTING CO

CONFEDERATE LUMBER CORP

CONROE CREOSOTING

GEORGIA PACIFIC DISTRIBUTION CENTER

H. C. WILSON, DISTRIBUTOR

HICKS POST CO

KATY MASON HOME CENTER

LEO HICKS CREOSOTING CO., INC.

LODGE LUMBER COMPANY, INC.

T & T WHOLESALE LUMBER

BID ITEM: CULVERTS

00773

BID NUMBER: 85-66

VENDORS NOTIFIED BY LETTER

COMPANY

SUBMITTED

BAYOU CULVERT MFG

CALDWELL CULVERT

GIFFORD-HILL AND CO

GOLD LINE SUPPLY

GULF COAST PIPE AND SUPPLY

H. C. WILSON DISTRIBUTOR

HASARA TANK CAR CULVERT AND PIPE

MANNA'S PRECASE CONCRETE INC

METAL CULVERT INC

NEEDVILLE LUMBER AND HARDWARE

PARKER BROTHERS & CO

REGENCY CONCRETE PRODUCTS

SEABREEZE ALUMINUM CULVERT

SOUTH HOUSTON CONCRETE PIPE CO

SPECIALIZED STEEL CULVERT

STEEL CULVERTS

TEXAS CORRUGATORS INC

THE MARQUE CORPORATION

WHEELING CORRUGATING

WYATT METAL DRAINAGE PRODUCTS

X

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 2nd day of December, 1985 at a Regular Session of the Commissioners Court with the following present:

- County Judge
- Commissioner, Precinct 1
- Commissioner, Precinct 2
- Commissioner, Precinct 3
- Commissioner, Precinct 4

J. Lee Thompson
Robson
W. B. Pressley
W. B. Pressley
Bob Latta

Now, therefore, be it resolved upon the motion of Commissioner Pressley, Seconded by Commissioner Latta, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

*****APPROVED*****

Joyce Tompkins
County Auditor

Date: 12-2-85

Time Reconvened: 1:30 pm

Time Adjourned or Recessed: 3:00

AGENDA

00775

FORT BEND COUNTY COMMISSIONERS COURT
 COURTHOUSE ANNEX, RICHMOND, TEXAS
 REGULAR SESSION
 MONDAY, DECEMBER 9, 1985
 9:00 O CLOCK A.M.

0029

1. Approve minutes of meeting of December 2, 1985.
2. Approve changes in depository pledge contracts.
3. Approve line item transfers in budgets.
4. Approve out-of-town travel requests for County personnel.
5. Sheriff Gus George, re: authorize County Purchasing Agent to advertise for bids for uniforms for Sheriff's Dept. for 1 year.
6. Consider advertising for bids for vehicles for County departments.
7. Consider transfer of ownership of Piper aircraft from Don Hull to Fort Bend County.
8. Judge Thomas Stansbury, 328th District Court, re: discuss and consider personnel & equipment needs for Child Support Office.
9. Accept check for matching funds in the amount of \$6,493.81 and budget into Emergency Management line items.
10. Consider approval of two reserve deputies for Precinct 2 Constable.
11. Consider change order pertaining to Darst Rd. Bridge in Precinct 2.
12. Consider approval of interlocal agreement between Fort Bend County and Victoria County for housing of ~~prisoners~~ juveniles.
13. Consider approval of pay application #20 in the amount of \$124,089 to Warrior Constructors on new library project.
14. Consider approval of invoice in the amount of \$12,083.84 to Hall Sprinkler Co. on irrigation system at new library.
15. Consider awarding bids on (1) Weed & brush control materials and (2) Bridge materials.
16. Mr. Chuck Miller, Data Processing Manager, re: request to advertise for bids for data processing equipment.
17. Consider approval of telephone listings for Fort Bend Suburban Directory.
18. Meet in Closed Session to discuss personnel as authorized by Article 6252-17, Section 2 (g), V.T.C.S.
19. Take action on any items discussed in Closed Session.
20. 1:30 p.m. - Open bids for One (1) 25KVA Uninterruptible Power Supply for Data Processing Equipment.
21. 1:30 p.m. - Drainage District Board will convene. (Separate agenda)
22. Consider application from Exxon Co. to lay pipeline crossing Oilfield Rd. in Precinct 4
23. Adjournment. TIME 3:10 ^{AM.}/_{PM.}

DEC 5 1985

Jodie E. Stavinoha
 Jodie E. Stavinoha, County Judge

I certify that the ~~above~~ agenda was posted on the bulletin board, County Courthouse & glass ~~County Clerk, Fort Bend Co., Tex.~~ Richmond, Tex. on Thursday, Dec. 5, 1985 at 3:20 p.m. by A. L. Lundy.

REGULAR SESSION

BE IT REMEMBERED That on this 9TH day of DECEMBER, 1985 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

Jodie Stavinoha	County Judge
Johnnie Pustka	Commissioner Precinct 1
Ben Denham	Commissioner Precinct 2
Alton Pressley	Commissioner Precinct 3
Bob Lutts	Commissioner Precinct 4

When the following were had and the following orders were passed to wit:

1. APPROVE MINUTES OF MEETING OF DECEMBER 2, 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of meeting of December 2, 1985 with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve line item transfers in budget as follows: (Recorded in minutes in full)

· DRAINAGE DISTRICT	· COUNTY ENGINEER
· JUVENILE PROBATION	· CONSTABLE PRECINCT #4
· DATA PROCESSING	· EXTENSION SERVICE
· EXTENSION SERVICE	· JUSTICE OF PEACE #4
· CONSTABLE PRECINCT #3	· JUSTICE OF PEACE #2, PLACE #1
· VETERANS SERVICE	· ANIMAL CONTROL
· ADMINISTRATIVE COORD/PERSONNEL	

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve line item transfers for SHERIFF'S DEPARTMENT and TAX ASSESSOR-COLLECTOR. (Recorded in minutes in full)

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve out-of-town travel request for the following departments: (Recorded in minutes in full)

SHERIFF'S DEPARTMENT
CONSTABLE PRECINCT #1
PURCHASING AGENT

5. SHERIFF GUS GEORGE, RE: AUTHORIZE COUNTY PURCHASING AGENT TO ADVERTISE FOR BIDS FOR UNIFORMS FOR SHERIFF'S DEPT. FOR 1 YEAR:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to authorize County Purchasing

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 9 day of Dec, 1985, at a Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

DEPT.	FROM	TO	INCREASE (DECREASE)
GAS & OIL	6000	4200	<1800>
UTILITIES	-0-	500	<500>
OFFICE SUPPLIES	1000	1800	800
PROPERTY EQUIP	-0-	1000 1100	1000 1100
UNIFORMS	500	800	300
Parts/Maint Vehicle	1000	1100	100

DATE: 9 Dec 85

DEPARTMENT HEAD: RINGS

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
Johnnie Pustka	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4
Dianne Wilson	-	County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

	Sheriff	0027	DEPT.	FROM	TO	INCREASE (DECREASE)
6020	Radios			8,600.00	6,600.00	(2,000.00)
6027	Office Machines/Furnishings			2,250.00	1,250.00	(1,000.00)
3010	Photographic Supplies			20,000.00	23,000.00	3,000.00
7020	Repairs/Maintenance/Radios			25,000.00	19,000.00	(6,000.00)
7006	Tires/Tubes			21,000.00	18,000.00	(3,000.00)
4012	Special Criminal Investigation			2,000.00	1,000.00	(1,000.00)

DATE: December 4, 1985

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Puetka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

Sheriff	0027	DEPT.	FROM	TO	INCREASE (DECREASE)
6028		Machinery/Equipment	2,350.00	1,350.00	(1,000.00)
0200		Salaries & Labor	3,413,242.00	3,418,642.00	5,400.00
2050		Medicine/Medical Service	40,805.00	44,405.00	3,600.00
2070		Repairs to Building	16,500.00	18,500.00	2,000.00

DATE: December 4, 1984

DEPARTMENT HEAD: *Ben Denham*

14,000

THE COUNTY OF FORT BEND

BY: *J. Stavinoha*
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Puetka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

PAGE 2	DEPT.	FROM	TO	INCREASE (DECREASE)
SOFTWARE PURCHASES	3040	28,000.00	30,651.00	2,651.00
FEES AND SERVICES	4010	131,200.00	144,947.00	13,747.00

DATE: DEC. 6, 1985

DEPARTMENT HEAD: Charles W. Anderson

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

PAGE 1 Data Processing

DEPT.	FROM	TO	INCREASE (DECREASE)
Social Security	28,056.00	27,556.00	< 500.00 >
RETIREMENT 0400	27,857.00	25,857.00	< 2000.00 >
OFFICE SUPPLIES 1062	32,000.00	33,200.00	1200.00
PROPERTY & EQUIPMENT 1010	464,906.90	446,093.90	< 18,813.00 >
RENTALS 3020	51,400.00	55,115.00	3,715.00

DATE: DEC. 6, 1985

DEPARTMENT HEAD: Charles W. Miller

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2
21,313.00

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1984

On this the _____ day of _____, 1984, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1983, the Court heard and approved a budget for the year 1984 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1984, adopted November 14, 1983.

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:

Administrative Coordinator/ Personnel	Dept.	FROM	TO	INCREASE (DECREASE)
10 50 0007 1062				
Office Supplies		3850.00	4100.00	250.00
10 50 0007 0200				
Salaries and Labor		89434.58	89184.58	-(250.00)

DATE: December 4, 1985

DEPARTMENT HEAD: Richard Seibert

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner, Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

	DEPT.	FROM	TO	INCREASE (DECREASE)
<i>Animal</i>				
2000	Utilities	15,000.00	12,000.00	(1,000.00)
4010	Fees & Services	2,500.00	4,000.00	1,000.00

DATE: 12-5-85

DEPARTMENT HEAD: Cindi Reeves

THE COUNTY OF FORT BEND

BY: J Stavinoha Jodie Stavinoha, County Judge

Ben Denham Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>Veterans Service DEPT.</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
<u>CONFERENCE</u>	<u>445.00</u>	<u>355.00</u>	<u>(90.00)</u>
<u>Supplies</u>	<u>700.00</u>	<u>790.00</u>	<u>90.00</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 12/6/85

DEPARTMENT HEAD: Patrick R. Conrad

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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. 2, Place 1 DEPT.	FROM	TO	INCREASE (DECREASE)
Fees and Services	2400.00	2350.00	(\$50.00)
Utilities	2550.00	2600.00	500
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 5 Dec. 85

DEPARTMENT HEAD: George Molina

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____
 Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

DEPT.	FROM	TO	INCREASE (DECREASE)
<i>Constable Pct 3</i>			
3020 Rentals	1848.00	348.00	(1500.00)
1010 Property + Equip	2017.15	3517.15	1500.00
Rentals	348.00	0	(348.00)
Office Supplies		4948.00	348.00

DATE: 11/27/85

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY:

J. Stavinoha
 Jodie Stavinoha, County Judge

Ben Denham
 Ben Denham, Commissioner Pct. #2

Johnnie Pustka
 Johnnie Pustka, Commissioner Pct. #1

Alton Pressley
 Alton Pressley, Commissioner Pct. #3

Bob Lutts
 Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a Session of the Commissioner's Court, the following members being present:

- Jodie Stavinocha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

Justice Of The Peace #4 DEPT.	FROM	TO	INCREASE (DECREASE)
1062 Office Supplies	7,500.00	6,800.00	(700.00)
3020 Rentals	9,200.00	7,200.00	(2,000.00)
2000 Utilities	4,000.00	3,800.00	(1,200.00)
0701 Conference/Seminars	1,405.00	700.00	(700.00)
1010 Property & Equipment	9,045.00	13,645.00	4,600.00

DATE: 12-06-85

DEPARTMENT HEAD: *J. C. [Signature]*

THE COUNTY OF FORT BEND

BY: *J. Stavinocha*
Jodie Stavinocha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoia - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

Justice Of The Peace #4 DEPT.	FROM	TO	INCREASE (DECREASE)
0200 Salaries & Labor	71,638.00	70,638.00	(1,000.00)
0201 Temporary or Extra Help	500.00	1,500.00	1,000.00

DATE: 12-6-85

DEPARTMENT HEAD: *[Signature]*

THE COUNTY OF FORT BEND

BY: *[Signature]*
Jodie Stavinoia, County Judge

Ben Denham, Commissioner Pet. #2

Johnnie Pustka, Commissioner Pet. #1 Alton Pressley, Commissioner Pet. #3

Bob Lutts, Commissioner Pet. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

Extension Service (32) DEPT.	FROM	TO	INCREASE (DECREASE)
0700 Transportation & Travel	24,126.00	19,876.00	(4,250.00)
1010 Property & Equipment	19,012.00	23,262.00	4,250.00
4010 Fees & Services	1,920.00	1,370.00	(550.00)
1062 Office Supplies	3,884.00	4,434.00	550.00

DATE: December 6, 1985

DEPARTMENT HEAD: P. Johnnie Cooper

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

	DEPT.	FROM	TO	INCREASE (DECREASE)
Juvenile Probation				
10-50-0018-7019				
Repairs & Maint./Mtr. Equip.		1814.03	614.03	(1200.00)
10-50-0018-4010				
Fees & Services		62.15	1262.15	1200.00

DATE: ~~December 9, 1985~~

DEPARTMENT HEAD: Sterling Moore
Sterling Moore

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 9th day of December, 1985, at a Special Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>Engineering</u>	<u>DEPT.</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
1050 0043 0701 (conferences)		1,000.00	980.48	(19.52)
1050 0043 1010 (prop & equip)		25,000.00	24,932.60	(67.40)
1050 0043 1020 (repairs to equip)		1,000.00	1,086.92	86.92

DATE: 12/6/85

DEPARTMENT HEAD: Stanley L. Kucherka, Jr.

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 9th day of December, 1985, at a Special Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>Drainage District</u>	<u>DEPT.</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
3450 0051 7003 (Lumber & Hardware)		120,000.00	133,700.00	13,700.00
3450 0051 1010 (Property & Equip)		400,000.00	386,300.00	(13,700.00)
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____

DATE: 12/6/85

DEPARTMENT HEAD: Stanley L. Kucherka, Jr.

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

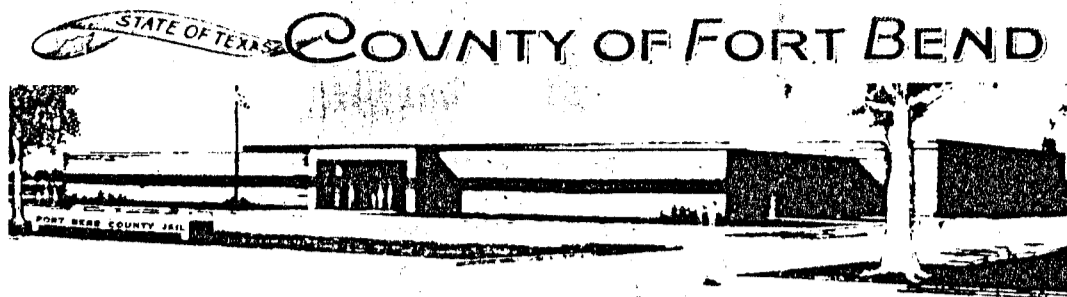
Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

00793
3



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

December 5, 1985

Hon. Jodie E. Stavinoha, County Judge
Hon. Johnnie Pustka, Commissioner Prct. #1
Hon. Ben Denham, Commissioner Prct. #2
Hon. Alton Pressley, Commissioner Prct. #3
Hon. Bob Lutts, Commissioner Prct. #4

approved

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, December 9, 1985:

Request Commissioners' Court authorize the County Purchasing Agent, Mr. John Hammett to advertise for bids for twenty-four (24) automobiles for the Fort Bend County Sheriff Department. In order to economize, we are submitting specifications for your approval which do not require large interceptor-type engines and is using EPA estimated MPG as a pre-requisite. Also, only eight (8) police type vehicles will be requested for this Department. All other vehicles are to be standard automobiles.

This request for automobiles includes the following:

1 each	Specification #1
6 each	Specification #2
8 each	Specification #3
9 each	Specification #4

Approximate cost of the twenty-four vehicles will be \$266,400.00. Funds are available in the 1986 Budget. Your favorable consideration of this request will be appreciated.

Sincerely,

Gus George
Gus George
Sheriff

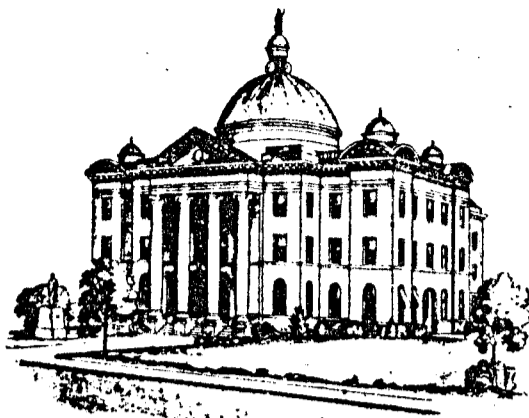
1.

00794

pc: all commissioners
12-3-85

3

Marsha P. Gaines



Tax Assessor-Collector

COUNTY OF FORT BEND

P. O. Box 399
Richmond, Texas 77469
(713) 342-3411

MEMORANDUM

approved

DATE: December 3, 1985
TO: Jodie Stavinoha, County Judge
FROM: Marsha P. Gaines
RE: Line Item Transfer

I would like to request a line item transfer to move \$27,936.65 from my Fees and Services fund into my Salary fund.

Due to some changes in our lockbox contract, I now have surplus money in my Fees and Services fund. This surplus was created by the following contract changes:

1. Discontinued rough alpha sort.
(We do not need to receive our items in alphabetical order).
2. Non-matched accounts are no longer posted by Lockbox.
(Posting accounts for the wrong amount of money only created problems. Therefore, Lockbox now deposits non-matched checks and then forwards the information to us for handling).
3. Short-term discontinuation of posting by Lockbox. Due to the inability of Lockbox to calculate penalty and interest rates, Lockbox has not posted any accounts since the end of June. All accounts are now being posted by the tax office. Lockbox will resume posting accounts when 1985 statements are mailed, and accounts can be posted to the current roll.

This item will be placed on the agenda for the Commissioner's Court meeting to be held on December 9, 1985.

Thank you.

Marsha P. Gaines pw
Marsha P. Gaines

MPG:pw

5

(4)

00795

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

DON H. MARTIN, SERGEANT

Period: Date of Departure 12/13/85 Date of Return 12/14/85

Purpose of Trip: to Austin, TX for Law Enforcement Training Conference, and then to College Station, TX for an In-Service Training School on 12/14.

Places to be Visited: Austin, Texas & College Station, Texas

Mode of-Transportation (State whether by personal auto, airline, etc.)

county automobile

[Signature]

Name

12/4/85 Date

Sheriff Title

Approved: Commissioners' Court

[Signature]

County Judge

12/9/85 Date

4.

00796

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

M. RENE LOZANO, Deputy Constable

Period: Date of Departure 11-15-85

Date of Return 11-16-85

Purpose of Trip: to attend advanced civil process school

Places to be Visited: Bay City, TX 77414

Mode of Transportation (State whether by personal auto, airline, etc.) County Vehicle

12-02-85 Date

Name: [Signature] Title: Lt. Ft. Bend Co. Constable Dept. Det #1

Approved: Commissioners' Court [Signature] County Judge Emergency

12/9/85 Date

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

None

Four horizontal lines for listing accompanying persons.

Period: Date of Departure Jan 19, 1986
Date of Return Jan 21, 1986

Purpose of Trip: To attend seminar on public purchasing law.

Places to be Visited: Lyndon B. Johnson School of Public Affairs,
The University of Texas at Austin

Mode of Transportation
(State whether by personal auto, airline, etc.) Personal Auto

1986 funds will be available

John J. Hammett
Name

Dec 9, 1985
Date

Purchasing Agent
Title

Approved: Commissioners' Court
County Judge

12/9/85
Date

0029

Agent to advertise for bids for purchase of uniforms for Sheriff's Dept. for 1 year.

6. CONSIDER ADVERTISING FOR BIDS FOR VEHICLES FOR COUNTY DEPARTMENTS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for vehicles for County Departments.

7. CONSIDER TRANSFER FOR OWNERSHIP OF PIPER AIRCRAFT FROM DON HULL TO FORT BEND COUNTY:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pustka voting to abstain, Commissioner Pressley voting to abstain and County Judge voting yes, it is ordered to accept donation and transfer of ownership from Don Hull to Fort Bend County of a 1952 Piper Aircraft, model #PA18-135, serial #18-3919, (approximately value \$3,000).

8. JUDGE THOMAS STANSBURY, 328TH DISTRICT COURT, RE: DISCUSS AND CONSIDER PERSONNEL & EQUIPMENT NEEDS FOR CHILD SUPPORT OFFICE:

Postponed.

9. ACCEPT CHECK FOR MATCHING FUNDS IN THE AMOUNT OF \$6,493.81 AND BUDGET INTO EMERGENCY MANAGEMENT LINE ITEMS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pustka voting to abstain, it is ordered to accept check for matching funds in the amount of \$6,493.81 and budget into Emergency Management Line Items. (Recorded in minutes in full)

10. CONSIDER APPROVAL OF TWO RESERVE DEPUTIES FOR PRECINCT 2 CONSTABLE:

Postponed.

11. CONSIDER CHANGE ORDER PERTAINING TO DARST RD. BRIDGE IN PRECINCT #2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered approve design change orders for Darst Rd. bridge in Precinct #2. (Recorded in minutes in full)

Mr. Hanna discussed the structural change orders for 3 bridges.

12. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND VICTORIA COUNTY FOR HOUSING OF JUVENILES:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Interlocal Agreement between Fort Bend County and Victoria County for housing of juveniles at \$45.00 per day. (Recorded in minutes in full)

13. CONSIDER APPROVAL OF PAY APPLICATION #20 IN THE AMOUNT OF \$124,089 TO WARRIOR CONSTRUCTORS ON NEW LIBRARY PROJECT:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve pay application #20 in the amount of \$124,089 to Warrior Constructors on new library project. (Recorded in minutes in full)

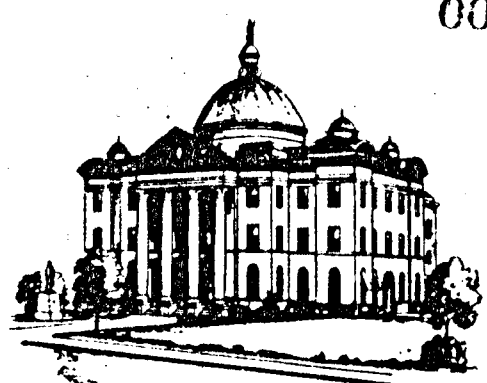
Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered that payment to Warrior Const.

#19

00799

Emergency Management

STATE OF TEXAS COUNTY OF FORT BEND



Judge JODIE STAVINOHA
DIRECTOR
MEL L. SPEED
COUNTY COORDINATOR
GARY TILTON
DEPUTY COORDINATOR

1809 ELDRIDGE ROAD
SUGAR LAND, TEXAS 77478
Office (713) 494-9076
Emergency (713)

DECEMBER 2, 1985

TO: COMMISSIONERS COURT

FROM: MEL L. SPEED

REF: STATE MATCHING FUNDS,

THE FINAL WARRANT FOR MATCHING FUNDS FOR 1985 HAS BEEN RECIEVED. THE AMOUNT IS \$6,493.81 WHICH IS TO BE ADDED TO THE 1985 BUDGET. REQUEST THAT IT BE ADDED AS FOLLOWS;

1050-0046-1010	PROPERTY AND EQUIPMENT.....	5043.81
1050-0046-1050	REPAIRS TO EQUIPMENT.....	500.00
1050-0046-1062	OFFICE SUPPLIES.....	750.00
1050-0046-2000	UTILITIES.....	200.00
	TOTAL	6,493.81

THE REASONS FOR THE LARGE AMOUNT INTO PROPERTY AND EQUIPMENT IS TO COVER THE COST OF RADIO EQUIPMENT FOR THE PUBLIC INFORMATION EMERGENCY SYSTEM, AN RADIO EQUIPMENT TO MAINTAIN CONTACT WITH HOUSTON POLICE AND FIRE DEPARTMENTS DURING EMERGENCY OPERATIONS OF THEIR CITY IN OUR COUNTY.

RESPECTFULLY;

Mel L. Speed
MEL L. SPEED

00800

**HANNA CONSTRUCTION
COMPANY**

Item 11



2773 IH 10 • P. O. BOX 1005 • TELEPHONE 371-3188 • KATY, TEXAS 77450

December 6, 1985

Fort Bend Commissioners Court
Post Office Box 368
Richmond, Texas 77469

RE: Band Rd. over Coon Creek
Bryan Rd. Bridge over Dry Creek
Darst Rd. Bridge over Turkey Creek

Gentlemen:

As per your request, Hanna Construction Company was responsible for the design of three referenced bridges and all pertinent structural parts. A change of the hand rail was made. This is a deviation from the preliminary drawings furnished by Fort Bend County Engineer. Wide flanged 6x6x20lbs. were required, while Hanna Construction based their design and computations on wide flanged 6x6x16lbs. This change does not affect the structural strength of the railing.

Hanna Construction is requesting approval of this change and kindly provide us with a change order reflecting this proposed change.

Sincerely yours,

HANNA CONSTRUCTION COMPANY

Fares K. Hanna

Fares K. Hanna

FKH/sf

THE STATE OF TEXAS)
COUNTY OF FORT BEND)

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE COUNTY OF VICTORIA

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Victoria, by and through its Juvenile Board, hereinafter referred to as "Victoria";

WHEREAS, Victoria desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Victoria, through its Juvenile Board, has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Victoria in the housing of juveniles in the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fort Bend has duly authorized this agreement, and;

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County of Fort Bend and the County of Victoria mutually agree as follows:

1. The cost of housing juveniles in the Fort Bend County Juvenile Detention Center will be \$45.00 per day per Person, which will include three meals per day and one snack. Fort Bend will bill Victoria monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Victoria to Fort Bend within (30) days of receipt of same.
2. It is understood and agreed between the parties hereto that Fort Bend County Juvenile Department will not accept any first or second time runaways nor truants.
3. All cost of transportation shall be paid by the transferring agency and/or Victoria, which includes, but is not limited to, all transportation to doctors, medical clinics, and Court. Provided, however, in the event of any emergency medical assistance, a juvenile housed by Fort Bend, pursuant to this agreement, may be transferred by Fort Bend for doctor, medical treatment, and/or Court appearances, with Victoria being responsible for any and all medical, hospital, emergency room, and drug costs pertaining to same.
4. Under no instance will Fort Bend be responsible for any cost, whatsoever, incurred by a juvenile housed pursuant to this agreement, or in behalf of such juvenile, at any time such juvenile is housed in the Fort Bend County Juvenile Detention Center.
5. At the time the juvenile is transferred to Fort Bend, pursuant to this agreement, an authorization for emergency medical care must be forwarded with such juvenile, signed, witnessed, and notarized by the parents and/or guardians, and in addition thereto, the placing agency.

6. It is understood and agreed between the parties that it will be the responsibility of Victoria (and not Fort Bend) to pick up and transfer any and all juveniles under their jurisdiction being held in Fort Bend County Juvenile Detention Center, pursuant to this agreement, for any adjudication hearing, detention hearing, or any other Court appearance.
7. It is understood and agreed between the parties that Fort Bend is not, and will not be, responsible for keeping track of any Court appearances of the juveniles from Victoria County being held, pursuant to this agreement.
8. The visitation of juveniles in Fort Bend County Juvenile Detention Center is Tuesdays and Thursdays between 2 and 4 p.m., with no visitation on weekends nor visitation on holidays.
9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by Victoria upon ten (10) hours notice.
10. It is further understood and agreed that any officer who brings a juvenile to Fort Bend County Juvenile Detention Center must stay with such juvenile until the juvenile has been processed into said center.
11. It is understood and agreed that this agreement may be terminated by either party at any time.
12. It is understood and agreed that this agreement automatically terminates on December 31, 1986.

COUNTY OF FORT BEND

BY: Jodie E. Stavinoha
 Jodie Stavinoha, County Judge

ATTEST: Diane Wilson
 Diane Wilson, County Clerk

COUNTY OF VICTORIA

BY: Jerry J. Garrett
 Jerry J. Garrett, Chairman
 Juvenile Board of
 Victoria County, Texas

Address: P. O. Box 2474
Victoria, Tx. 77901

ATTEST: Val Wilson
 COUNTY CLERK

Approved: 12-2-1985

Thomas R. Culwell
 Chairman, Juvenile Board

#13

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF _____

TO (Owner): Fort Bend County Commissioners Court
Richmond, Texas

PROJECT: FORT BEND COUNTY LIBRARY
APPLICATION NO: 809-20
PERIOD FROM: 11-1-85
TO: 11-30-85

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

ATTENTION: County Engineers Office
Mr. Karl Baker

CONTRACT FOR:
Fort Bend County Library
1001 Golfview
Richmond, Texas 77469

ARCHITECT'S
PROJECT NO: 82105
CONTRACT DATE: June 20, 1983

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	TOTAL	889,425.00	59,081.96
Approved this Month			
Number	Date Approved		
TOTALS		889,425.00	59,081.96
Net change by Change Orders			830,343.00

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM ... [GMS.] \$ 5,965,065.00
 Net change by Change Orders \$ 830,343.00
 CONTRACT SUM TO DATE \$ 6,795,408.00
 TOTAL COMPLETED & STORED TO DATE \$ 6,627,638.00
 (Column G on G703)
 RETAINAGE _____% \$ 460,329.00
 or total in Column I on G703
 TOTAL EARNED LESS RETAINAGE \$ 6,167,309.00
 LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 6,043,220.00
 CURRENT PAYMENT DUE \$ 124,089.00

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: WARRIOR CONSTRUCTORS, INC.

By: *James A. Bush* Date: 12-2-85

State of: TEXAS County of: FORT BEND
 Subscribed and sworn to before me this _____ day of _____ 1985
 Notary Public: *Barbara K. Angustin*
 My Commission expires: _____ 25, 1988

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 \$ 124,089.00
 (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: *W. W. [Signature]*

By: *W. W. [Signature]* Date: Dec. 3, 1985

RECEIVED
12/3/85

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.

0023 00803

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF

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:
 APPLICATION DATE:
 PERIOD FROM:
 TO:
 ARCHITECT'S PROJECT NO: 82105

0804

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G-C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			Previous Applications	This Application Work in Place Stored Materials (not in D or E)				
BP-1	Sitework	391,786	392,736	(950)	-0-	100	-0-	19,541
BP-2	Structural	1,414,129	1,414,129	-0-	-0-	100	-0-	21,212
BP-3	Precast & Granite	997,843	994,109	-0-	-0-	99	3,734	99,411
BP-4	Interiors	448,425	416,925	24,346	-0-	98	7,154	44,127
BP-5	Architectural Woodwork	169,000	100,530	56,478	-0-	93	11,992	15,701
BP-6	Insulation	27,000	27,000	-0-	-0-	100	-0-	2,700
BP-7	Roofing	133,800	133,800	-0-	-0-	100	-0-	13,380
BP-8	Glazing w/Alt. #1	690,576	677,210	-0-	-0-	98	13,366	67,721
BP-9	Plaster	98,390	98,390	-0-	-0-	100	-0-	9,839
BP-10	Drywall	162,995	162,995	-0-	-0-	100	-0-	16,300
BP-11	Tile	32,820	29,210	3,610	-0-	100	-0-	3,282
BP-12	Acoustical	104,204	89,157	14,005	-0-	99	1,042	10,316
BP-13	Flooring	164,930	133,872	-0-	-0-	81	31,058	13,387
BP-14	Painting	36,408	25,486	4,175	-0-	81	6,747	2,966
BP-15	Elevators	111,802	111,802	-0-	-0-	100	-0-	11,180
BP-16	Heat., Vent., & A/C	468,428	463,744	-0-	-0-	99	4,684	46,374
BP-17	Plumbing	145,062	144,312	750	-0-	100	-0-	14,506
BP-18	Electrical	474,436	462,536	950	-0-	98	10,950	46,349
	Testing Lab Allowance	19,472	20,373	-0-	-0-	100	(901)	2,037
	Subtotals	6,091,506	5,898,316	103,364	-0-		89,826	460,329

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 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:
APPLICATION DATE:
PERIOD FROM:

TO:

ARCHITECT'S PROJECT NO: 82105

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E		F Stored Materials (not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			Previous Applications	Work in Place	This Application	% (G÷C)				
	General Conditions	375,942	281,045	25,890	-0-	306,935	69,007			
	Bond, OP, AGC & B/R	68,453	64,113	-0-	-0-	64,113	4,340			
	Subtotal	6,535,901	6,243,474	129,254	-0-	6,372,728	163,173			460,329
	FEE 4%	259,507	249,740	5,170	-0-	254,910	4,597			
	Subtotal	6,795,408	6,493,214	134,424	-0-	6,627,638	167,770	97		460,329

00805

00806

WARRIOR CONSTRUCTORS, INC.

ESTIMATE #809-20

DATE 12-2-85

LABOR

KEY PAYROLL

AMOUNT

KEY LABOR

4,558.34

NON-UNION PAYROLL

FIELD OFFICE

-0-
4,558.34

24% INSURANCE & TAXES

1,094.00

24.8% FRINGE BENEFITS

1,130.47

TOTAL KEY & NON-UNION PAYROLL

6,782.81

FIELD PAYROLL

WEEK ENDING

AMOUNT

11-6-85

976.40

11-13-85

1,933.54

11-20-85

1,336.40

11-27-85

1,629.32

5,875.66

24% INSURANCE & TAXES

1,410.16

UNION BENEFITS - ATTACHED

1,008.92

TOTAL FIELD PAYROLL

8,294.74

TOTAL PAYROLL

15,077.55

WARRIOR CONSTRUCTORS, INC.

00807

ESTIMATE #809-20

DATE 12-2-85

MATERIAL

<u>DATE</u>	<u>INVOICE #</u>	<u>VENDOR</u>	<u>AMOUNT</u>
11-22-85	2054459043	AT&T Information Systems	54.75
10-31-85	4420	CWD Waste Systems, Inc.	150.00
11-18-85	4468	CWD Waste Systems, Inc.	300.00
11-12-85	-	Entex	15.32
11-7-85	-	Glenn's Exxon Service Station	363.84
7-17-85	29	Harris County Oil Co.	20.65
7-22-85	34	Harris County Oil Co.	12.00
7-23-85	41	Harris County Oil Co.	16.00
11-7-85	34	Harris County Oil Co.	19.50
11-12-85	-	HL&P	6,607.06
11-12-85	-	HL&P	92.18
11-21-85	12268	Houston Elevator Company	105.00
10-29-85	-	Southwestern Bell Telephone	251.72
11-5-85	-	Southwestern Bell Telephone	30.47
11-8-85	7241	Twin City Business Machines	13.53
11-12-85	-	The Warrior Group, Inc.	200.00
TOTAL			8,252.02

00808

WARRIOR CONSTRUCTORS, INC.

ESTIMATE #809-20

DATE 12-2-85

EQUIPMENT RENT

OUTSIDE RENT

<u>DATE</u>	<u>INVOICE #</u>	<u>VENDOR</u>	<u>AMOUNT</u>
11-18-85	313992	Aztec Rental Center, Inc.	97.79
11-14-85	313995	Aztec Rental Center, Inc.	63.60
11-14-85	71560	Chem-Can Company, Inc.	203.10

TOTAL OUTSIDE RENT 364.49

COMPANY EQUIPMENT - 2,196.10

TOTAL RENT 2,560.59

of \$124,089 be held until subcontractors are paid and County Judge approves release of check.

14. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$12,083.84 TO HALL SPRINKLER CO. ON IRRIGATION SYSTEM AT NEW LIBRARY:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve invoice in the amount of \$12,083.84 to Hall Sprinkler Co. on irrigation system at new library. (Recorded in minutes in full)

15. CONSIDER AWARDING BIDS ON (1) WEED & BRUSH CONTROL MATERIALS AND (2) BRIDGE MATERIALS:

Award bid on weed & brush control material:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to award bid on weed & brush control materials to the lowest bidders subject to availability of of material. (Recorded in minutes in full)

Award bid on bridge materials:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to award bid for bridge material to the lowest bidders subject to availability of material and testing of material to insure specification have been met. (Recorded in minutes in full)

16. MR. CHUCK MILLER, DATA PROCESSING MANAGER, RE: REQUEST TO ADVERTISE FOR BIDS FOR DATA PROCESSING EQUIPMENT:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for data processing equipment. (Recorded in minutes in full)

Chuck Miller request advertising for data processing equipment at approximate cost of \$350,000.00

17. CONSIDER APPROVAL OF TELEPHONE LISTINGS FOR FORT BEND SUBURBAN DIRECTORY:

Postponed.

RECESS:

Commissioners' Court recessed at 11:20 a.m.

18. MEET IN CLOSED SESSION TO DISCUSS PERSONNEL AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (G), V.T.C.S.:

Met in Closed Session.

19. TAKE ACTION ON ANY ITEMS DISCUSSED IN CLOSED SESSION:

No action taken.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.



00810

#14

HALL SPRINKLER COMPANY

INVOICE# 822

DATE: November 27, 1985

NAME: Fort Bend County

ADDRESS: P. O. Box 368

CITY: Richmond, Texas 77469

ATTN: _____

JOB: Ft. Bend County Central Library - Irrigation System.

P.O.# _____

CONTRACT PRICE-----\$ 18,881.00

CHANGE ORDER-----#1---\$ _____

#2---\$ _____

#3---\$ _____

ADJUSTED CONTRACT PRICE-----\$ 18,881.00

100 % OF CONTRACT COMPLETE-----\$ 18,881.00

LESS _____% RETENTION-----\$ -0-

METER CHARGES-----\$ _____

TOTAL-----\$ 18,881.00

LESS AMOUNT PREVIOUSLY PAID-----\$ 6,797.16

AMOUNT NOW DUE-----\$ 12,083.84

00811

(15)

SUMMARY: WEED & BRUSH CONTROL MATERIALS

LOW BIDDERS

TIDE PRODUCTS	SOUTH COAST ENTERPRISES	EL CAMPO SPRAYING	VAN WATERS & ROGERS
BANVEL 4 - W.S. @ \$53.69/gal.	BANVEL 720 @ \$19.56/gal.	HYVAR-X @ \$9.79/lb.	HYVAR-XL @ \$28.50/gal.
WEEDKILLER 2-4-D 4#/GALLON @ \$6.30/gal.	WEEDMASTER #1 @ \$17.45/gal.	VELPAR-L @ \$40.04/gal.	PRAMITOL @ \$12.90/gal.
ROUNDUP @ \$69.60/gal.	DOWPON @ \$1.84/lb.	SPIKE @ \$15.15/lb.	NALCOTROL @ \$24.10/qt.
MESAMATE 600 @ \$8.10/gal.			RODEO @ \$94.50/gal.
NAMATE (DSMA) @ \$4.75/gal.			MALATHION 91% @ \$19.35/gal.
SURFACANT @ \$5.50/gal.			OUST @ \$115.00/lb.
MALATHION, 57% @ \$12.75/gal.			

NOTE: Tide Products prices are FOB Eagle Lake on orders of less than \$2000.00; otherwise FOB point of delivery.

WEED AND BRUSH CONTROL MATERIALS

ITEM: BANVEL 4 - W.S. HERBICIDE

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	NO BID			
TIDE PRODUCTS	\$53.69	\$2,000.00	2 1/2 GALLONS	5 - 7 DAYS
EL CAMPO SPRAYING	NO BID			
SOUTH COAST ENTERPRISES	\$53.96 \$54.50	NONE NONE	2X2 1/2 GALLONS 4-1 GALLONS	5 WORKING DAYS
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	NO BID			
PUBLIC HEALTH EQUIP.	NO BID			

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

21800

00813

WEED AND BRUSH CONTROL MATERIALS

ITEM: BANVEL 720 - HERBICIDE

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	NO BID			
TIDE PRODUCTS	\$20.50	\$2,000.00	2 1/2 GALLONS	5 - 7 DAYS
EL CAMPO SPRAYING	NO BID			
SOUTH COAST ENTERPRISES	\$19.96 \$19.56	NONE NONE	2X2 1/2 GALLONS 30 GALLON DRUM	5 WORKING DAYS
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	NO BID			
PUBLIC HEALTH EQUIP.	NO BID			

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

WEED AND BRUSH CONTROL MATERIALS

ITEM: WEEDMASTER 1# BANVEL

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	NO BID			
TIDE PRODUCTS	\$18.44	\$2,000.00	2 1/2 GALLONS	5 - 7 DAYS
EL CAMPO SPRAYING	NO BID			
SOUTH COAST ENTERPRISES	\$17.85 \$17.45	NONE NONE	2X2 1/2 GALLONS 30 GALLON DRUM	5 WORKING DAYS
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	NO BID			
PUBLIC HEALTH EQUIP.	NO BID			

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

00814

00815

WEED AND BRUSH CONTROL MATERIALS

ITEM: WEEDKILLER, 2-4-D, 4#/GAL. MIN.

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	NO BID			
TIDE PRODUCTS	\$6.30 \$6.76	\$2,000.00 \$2,000.00	55 GALLONS 5 GALLONS	5 - 7 DAYS
EL CAMPO SPRAYING	\$7.80	NONE	55 GALLONS	5 WORKING DAYS
SOUTH COAST ENTERPRISES	NO BID			
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	NO BID			
PUBLIC HEALTH EQUIP.	NO BID			

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

WEED AND BRUSH CONTROL MATERIALS

ITEM: HYVAR-X

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	NO BID			
TIDE PRODUCTS	\$10.22 LB.	\$2,000.00	4 LBS.	5 - 7 DAYS
EL CAMPO SPRAYING	\$9.79 LB.	\$1,000.00	NOT STATED	5 DAYS
SOUTH COAST ENTERPRISES	\$10.55 LB.	NONE	12X4 LBS.	5 WORKING DAYS
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	\$10.25 LB.	50 LBS.	50 LBS.	5 DAYS
PUBLIC HEALTH EQUIP.	NO BID			

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

00816

00817

WEED AND BRUSH CONTROL MATERIALS

ITEM: HYVAR-XL

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	NO BID			
TIDE PRODUCTS	\$29.84	\$2,000.00	5 GALLONS	5 - 7 DAYS
EL CAMPO SPRAYING	\$29.98 \$28.88	\$1,000.00 \$1,000.00	1 GALLON 5 GALLONS	5 DAYS
SOUTH COAST ENTERPRISES	\$31.25	NONE	6X1 GALLON	5 WORKING DAYS
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	\$28.50	5 GALLONS	5 GALLONS	5 DAYS
PUBLIC HEALTH EQUIP.	NO BID			

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

WEED AND BRUSH CONTROL MATERIALS

ITEM: VELPAR-L

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	NO BID			
TIDE PRODUCTS	\$41.45	\$2,000.00	5 GALLONS	5 - 7 DAYS
EL CAMPO SPRAYING	\$40.59 \$40.04	\$1,000.00 \$1,000.00	1 GALLON 5 GALLONS	5 DAYS
SOUTH COAST ENTERPRISES	\$44.85	NONE	4X1 GALLONS	5 WORKING DAYS
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	\$41.10	5 GALLONS	5 GALLONS	5 DAYS
PUBLIC HEALTH EQUIP.	NO BID			

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

WEED AND BRUSH CONTROL MATERIALS

ITEM: SPIKE

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	NO BID			
TIDE PRODUCTS (SPIKE 80W) (SPIKE 5G)	\$17.60 LB. \$2.44 LB.	\$2,000.00 \$2,000.00	4 LBS. 40 LBS.	5 - 7 DAYS
EL CAMPO SPRAYING	\$16.29 LB. \$15.15 LB.	\$1,000.00 \$1,000.00	4 LBS. 25 LBS.	5 DAYS
SOUTH COAST ENTERPRISES	\$19.85 LB.	NONE	4X4 LBS.	5 WORKING DAYS
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	\$18.00 LB.	24 LBS.	4 LBS.	5 DAYS
PUBLIC HEALTH EQUIP.	NO BID			

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

WEED AND BRUSH CONTROL MATERIALS

ITEM: PRAMITOL

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	NO BID			
TIDE PRODUCTS	\$14.36	\$2,000.00	5 GALLONS	5 - 7 DAYS
EL CAMPO SPRAYING	NO BID			
SOUTH COAST ENTERPRISES	\$14.55 \$14.30	NONE NONE	5 GALLONS 30 GALLONS	5 WORKING DAYS
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	\$12.90	5 GALLONS	5 GALLONS	5 DAYS
PUBLIC HEALTH EQUIP.	\$20.00	50 GALLONS	NOT STATED	5 - 7 DAYS

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

00820

WEED AND BRUSH CONTROL MATERIALS

ITEM: ROUNDUP HERBICIDE

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	*\$25.30	NONE	55/35/20/7 GALLONS	5 WORKING DAYS
TIDE PRODUCTS	\$69.60 \$76.05	\$2,000.00 \$2,000.00	30 GALLONS 2 1/2 GALLONS	5 - 7 DAYS
EL CAMPO SPRAYING	NO BID			
SOUTH COAST ENTERPRISES	\$78.85 \$72.45	NONE NONE	5 GALLONS 30 GALLONS	5 WORKING DAYS
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	\$70.50	30 GALLONS	30 GALLONS	5 DAYS
PUBLIC HEALTH EQUIP.	NO BID			

*NOTE: MALTER INTERNATIONAL: BID SPOTKILL @ \$25.30/GALLON WITH UNITS OF ISSUE AS STATED ABOVE.

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

WEED AND BRUSH CONTROL MATERIALS

ITEM: MESAMATE 600

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MATLER INTERNATIONAL	NO BID			
TIDE PRODUCTS	\$8.10	\$2,000.00	5 GALLON	5 - 7 DAYS
EL CAMPO SPRAYING	NO BID			
SOUTH COAST ENTERPRISES	\$9.50	NONE	2x2½ GAL	5 WORKING DAYS
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	NO BID			
PUBLIC HEALT EQUIP.	NO BID			

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

22800

WEED AND BRUSH CONTROL MATERIALS

ITEM: NAMATE (DSMA)

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	NO BID			
TIDE PRODUCTS	\$4.75	\$2,000.00	1 GALLON	5 - 7 DAYS
EL CAMPO SPRAYING	NO BID			
SOUTH COAST ENTERPRISES	NO BID			
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	NO BID			
PUBLIC HEALTH EQUIP.	NO BID			

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

WEED AND BRUSH CONTROL MATERIALS

ITEM: DOWPON

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	NO BID			
TIDE PRODUCTS	\$1.90 LB.	\$2,000.00	10 LBS.	5 - 7 DAYS
EL CAMPO SPRAYING	NO BID			
SOUTH COAST ENTERPRISES	\$1.89 LB. \$1.84 LB.	NONE NONE	6X10 LBS. 50 LBS	5 WORKING DAYS
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	NO BID			
PUBLIC HEALTH EQUIP.	NO BID			

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER

00825

WEED AND BRUSH CONTROL MATERIALS

ITEM: NALCOTROL

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	<u>NO BID</u>			
TIDE PRODUCTS (ORTHOTROL)	<u>\$5.75 QUART</u>	<u>\$2,000.00</u>	<u>QUART</u>	<u>5 - 7 DAYS</u>
EL CAMPO SPRAYING	<u>NO BID</u>			
SOUTH COAST ENTERPRISES (ORTHOTROL II)	<u>\$6.95 QUART</u>	<u>NONE</u>	<u>12X1 QUART.</u>	<u>5 WORKING DAYS</u>
CERTIFIED LABS	<u>NO BID</u>			
VAN WATERS & ROGERS	<u>\$24.10</u>	<u>12 QUARTS</u>	<u>1 QUART</u>	<u>5 DAYS</u>
PUBLIC HEALTH EQUIP.	<u>NO BID</u>			

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

WEED AND BRUSH CONTROL MATERIALS

ITEM: BANVEL 520 HERBICIDE

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	NO BID			
TIDE PRODUCTS	NO BID			
EL CAMPO SPRAYING	NO BID			
SOUTH COAST ENTERPRISES	NO BID			
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	NO BID			
PUBLIC HEALTH EQUIP.	NO BID			

92800

72800

WEED AND BRUSH CONTROL MATERIALS

ITEM: SURFACANT

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	NO BID			
TIDE PRODUCTS	\$6.00 \$5.50	\$2,000.00 \$2,000.00	1 GALLON 5 GALLONS	5 - 7 DAYS
EL CAMPO SPRAYING	NO BID			
SOUTH COAST ENTERPRISES	\$6.05	NONE	4X1 GALLON	5 WORKING DAYS
CERTIFIED LABS	\$12.70	NONE	55 GALLONS	5 DAYS
VAN WATERS & ROGERS	\$13.45	4 GALLONS	1 GALLON	5 DAYS
PUBLIC HEALTH EQUIP.	\$14.00	50 GALLONS	NOT STATED	14 DAYS

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

WEED AND BRUSH CONTROL MATERIALS

ITEM: RODEO HERBICIDE

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	NO BID			
TIDE PRODUCTS	\$119.00	\$2,000.00	2 1/2 GALLONS	5 - 7 DAYS
EL CAMPO SPRAYING	NO BID			
SOUTH COAST ENTERPRISES	\$115.00 \$107.50	NONE NONE	1 GALLON 5 GALLONS	NOT STATED
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	\$94.50	2 1/2 GALLONS	2 1/2 GALLONS	5 DAYS
PUBLIC HEALTH EQUIP.	NO BID			

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

00829

WEED AND BRUSH CONTROL MATERIALS

ITEM: MALATHION (91% TECHNICAL GRADE MIN)

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	NO BID			
TIDE PRODUCTS	\$19.47	\$2,000.00	54 GALLONS	5 - 7 DAYS
EL CAMPO SPRAYING	NO BID			
SOUTH COAST ENTERPRISES	NO BID			
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	\$19.35	54 GALLONS	54 GALLONS	5 DAYS
PUBLIC HEALTH EQUIP.	\$25.00 + FREIGHT	3X55 GALLONS		3 - 5 DAYS

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

WEED AND BRUSH CONTROL MATERIALS

ITEM: MALATHION (57% EMULSIFIABLE PREMIUM GRADE MIN)

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	NO BID			
TIDE PRODUCTS	\$12.75 \$12.95	\$2,000.00 \$2,000.00	55 GALLONS 5 GALLONS	5 - 7 DAYS
EL CAMPO SPRAYING	NO BID			
SOUTH COAST ENTERPRISES	NO BID			
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	\$15.00	5 GALLONS	2 1/2 GALLONS	5 DAYS
PUBLIC HEALTH EQUIP.	\$19.00	50 GALLONS	NOT STATED	3 - 5 DAYS

NOTE: TIDE PRODUCTS: \$2000 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

18800

WEED AND BRUSH CONTROL MATERIALS

ITEM: OUST _____

<u>COMPANY</u>	<u>PRICE PER GALLON</u>	<u>MIN. ORDER</u>	<u>UNIT OF ISSUE</u>	<u>DELIVERY TIME</u>
MALTER INTERNATIONAL	NO BID			
TIDE PRODUCTS	\$126.05 LB.	\$2,000.00	3 LBS.	5 - 7 DAYS
EL CAMPO SPRAYING	NO BID			
SOUTH COAST ENTERPRISES	\$121.50 LB.	NONE	8X3 LBS.	5 WORKING DAYS
CERTIFIED LABS	NO BID			
VAN WATERS & ROGERS	\$115.00 LB	3 LBS.	3 LBS.	5 DAYS
PUBLIC HEALTH EQUIP.	NO BID			

NOTE: TIDE PRODUCTS: \$2000.00 MINIMUM ORDER PER ITEM FOR FREE DELIVERY. IF ORDER PICKED UP BY COUNTY AT TIDE LOCATION NO MINIMUM ORDER.

SOUTHERN YELLOW PINE BRIDGE PILING 8" TOP

15

Material Description	Confederate Lumber Co.		Colfax Creosoting Co.		Hicks Post Co.		Conroe Creosoting Co.	
	Price/Ft. 12# Creo.	Price/Ft. 20# Creo.	Price/Ft. 12# Creo.	Price/Ft. 20# Creo.	Price/Ft. 12# Creo.	Price/Ft. 20# Creo.	Price/Ft. 12# Creo.	Price/Ft. 20# Creo.
50 ft. piling 12" Butt	\$3.34	\$4.19	\$3.26	\$3.90	NO BID	NO BID	\$3.45	\$4.20
45 ft. piling 12" Butt	\$3.33	\$4.13	\$3.15	\$3.68	NO BID	NO BID	\$3.30	\$4.00
40 ft. piling 12" Butt	\$3.58	\$4.39	\$3.15	\$3.69	NO BID	NO BID	\$3.46	\$4.23
35 ft. piling 12" Butt	\$3.25	\$4.08	\$3.10	\$3.45	NO BID	NO BID	\$3.30	\$4.16
30 ft. piling 12" Top	\$3.12	\$3.97	\$3.16*	\$3.60*	NO BID	NO BID	\$3.39	\$4.30
25 ft. piling 12" Top	\$3.02	\$3.39	\$3.30*	\$3.75*	NO BID	NO BID	\$3.39	\$4.31
30 ft. piling 8" Top	\$2.30	\$2.43	\$2.43	\$3.20	NO BID	NO BID	\$3.10	\$3.99
25 ft. piling 8" Top	\$2.48	\$2.64	\$2.58	\$3.20	NO BID	NO BID	\$2.69	\$3.49
20 ft. piling 8" Top	\$2.20	\$2.40	\$2.36	\$3.00	\$45.00	NO BID	\$2.61	\$3.31
18 ft. piling 8" Top	\$1.94	\$2.17	\$2.53	\$2.85	\$40.00	NO BID	\$2.58	\$3.30
16 ft. piling 8" Top	\$1.94	\$2.19	\$2.61	\$2.92	\$32.50	NO BID	\$2.45	\$3.04
14 ft. piling 8" Top	\$1.93	\$2.21	\$2.52	\$2.84	\$28.50	NO BID	\$2.40	\$3.00
12 ft. piling 8" Top	\$1.88	\$2.21	\$2.42	\$2.71	\$25.00	NO BID	\$2.20	\$2.79

200

28800

* Colfax Creosoting Co bid 12" Butt.

3333

NO. 2 OR BETTER SOUTHERN YELLOW PINE ROUGH BRIDGE TIMBER 12# CREOSOTE

<u>Material Description</u>	<u>Confederate Lumber Co.</u>	<u>Colfax Creosoting Co.</u>	<u>Hicks Post Co.</u>	<u>Conroe Creosoting Co.</u>
8" x 8" - 16 ft.	\$585.00	\$568.00	\$575.00	\$571.00
8" x 10" - 16 ft.	\$585.00	\$593.00	\$575.00	\$591.00
10" x 10" - 14 ft.	\$635.00	\$593.00	\$575.00	\$611.00
10" x 10" - 24 ft.	\$710.00	\$663.00	\$700.00	\$661.00
10" x 10" - 26 ft.	\$735.00	\$683.00	\$725.00	\$721.00
10" x 10" - 28 ft.	\$735.00	\$703.00	\$750.00	\$721.00
10" x 12" - 14 ft.	\$570.00	\$608.00	\$575.00	\$631.00
10" x 12" - 16 ft.	\$585.00	\$608.00	\$575.00	\$631.00
10" x 12" - 24 ft.	\$635.00	\$678.00	\$700.00	\$681.00
10" x 12" - 26 ft.	\$685.00	\$693.00	\$725.00	\$721.00
10" x 12" - 28 ft.	\$710.00	\$738.00	\$750.00	\$721.00
12" x 12" - 16 ft.	\$585.00	\$618.00	\$575.00	\$631.00
12" x 12" - 20 ft.	\$660.00	\$653.00	\$575.00	\$656.00
12" x 12" - 24 ft.	\$660.00	\$693.00	\$700.00	\$681.00
12" x 12" - 26 ft.	\$710.00	\$718.00	\$725.00	\$721.00
12" x 12" - 28 ft.	\$710.00	\$743.00	\$725.00	\$721.00
6" x 16" - 14 ft.	\$560.00	\$663.00	\$575.00	\$686.00
6" x 16" - 16 ft.	\$560.00	\$663.00	\$575.00	\$686.00
6" x 18" - 18 ft.	\$585.00	\$723.00	\$575.00	\$761.00

NO. 2 OR BETTER SOUTHERN YELLOW PINE SISIE BRIDGE TIMBER 8# CREOSOTE

<u>Material Description</u>	<u>Confederate Lumber Co.</u>	<u>Colfax Creosoting Co.</u>	<u>Hicks Post Co.</u>	<u>Conroe Creosoting Co.</u>
4" X 12" - 14 ft.	\$560.00	\$583.00	\$500.00	\$556.00
4" X 12" - 16 ft.	\$560.00	\$583.00	\$500.00	\$556.00
4" X 12" - 18 ft.	\$610.00	\$602.00	\$500.00	\$581.00
2" X 8" - 12 ft.	\$550.00	\$538.00	\$500.00	\$521.00
2" X 8" - 16 ft.	\$570.00	\$538.00	\$500.00	\$521.00
2" X 8" - 24 ft.	\$610.00	\$613.00	\$650.00	\$571.00
3" X 8" - 12 ft.	\$550.00	\$538.00	\$500.00	\$521.00
3" X 8" - 14 ft.	\$570.00	\$538.00	\$500.00	\$521.00
3" X 8" - 16 ft.	\$580.00	\$538.00	\$500.00	\$521.00
3" X 8" - 20 ft.	\$630.00	\$563.00	\$500.00	\$546.00
3" X 8" - 24 ft.	\$635.00	\$613.00	\$650.00	\$581.00
3" X 8" - 26 ft.	\$685.00	\$638.00	\$675.00	\$621.00
3" X 8" - 28 ft.	\$710.00	\$658.00	\$700.00	\$621.00

43800

52800

PENTA TREATED MATERIALS* - S4S LUMBER AND POSTS NO. 2 OR BETTER SOUTHERN YELLOW PINE

PRICES ON S4S LUMBER = \$ per M bd ft. PRICES ON POSTS = \$ each

<u>Material Description</u>	<u>Confederate Lumber Co.</u>	<u>Colfax Creosoting Co.</u>	<u>Hicks Post Co.</u>	<u>Conroe Creosoting Co.</u>
4" x 4" - 12 ft.	\$520.00	\$553.00	\$360.00*	\$546.00
2" x 6" - 16 ft.	\$520.00	\$583.00	\$340.00*	\$541.00
2" x 6" - 20 ft.	\$535.00	\$608.00	\$340.00*	\$541.00
2" x 6" - 12 ft.	\$520.00	\$583.00	\$340.00*	\$541.00
2" x 4" - 12 ft.	\$520.00	\$583.00	\$340.00*	\$521.00
2" x 4" - 16 ft.	\$520.00	\$583.00	\$340.00*	\$521.00
2" x 4" - 18 ft.	\$535.00	\$603.00	\$340.00*	\$541.00
2" x 4" - 20 ft.	\$535.00	\$648.00	\$340.00*	\$541.00
6 1/2 ft. posts - 3 1/2" - 4" Top.	\$2.25	\$4.08	\$2.05*	\$2.29
8 ft. posts - 6" Top	\$7.75	\$10.20	\$7.50*	\$7.80
8 ft. posts - 7" Top	\$11.23	\$13.51	\$8.93*	\$9.28
8 ft. posts - 8" Top	\$11.54	\$17.65	\$11.29*	\$10.27

*Hicks Post Co. bid all CCA Treated Materials.

December 9, 1985

To: The Honorable Commissioner's
Court of Fort Bend County

Judge Jodie Stavinoha	County Judge
Commissioner Johnnie Pustka	Pct. #1
Commissioner Ben Denham	Pct. #2
Commissioner Alton Pressley	Pct. #3
Commissioner Bob Lutts	Pct. #4

REQUEST FOR DATA PROCESSING EQUIPMENT

1986 Budgeted Item:

Item Requested: One (1) CPU. (Central Processing Unit).

Purpose: To provide Fort Bend County with the CPU processing power to carry us the next five (5) years. Also, to provide a backup CPU for emergency situations.

Current Status: Our IBM 4341 is doing the job at this time. However, it will not be able to handle the load forever. Since it will take some time to install the new hardware, load programs, and test everything; we need to go for bid now to allow ample time.

Major Requirements for the New CPU:

1. At least twelve (12) high speed data channels. At least six (6) of these channels must be capable of 24 megabit data transfer rate.
2. The CPU must have at least 2.5 times the internal execution rate of the current 4341 CPU.
3. It must run IBM's DOS/VSE AF Release 2.1 operating system and all its supported software to insure complete compatibility with our current system.

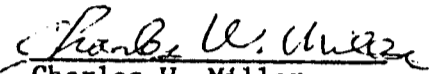
Cost:

Estimated cost is \$350,000.

Item is in 1986 Budget.

Payment would be due about March 1, 1986.

There would be no trade-in of equipment.


Charles W. Miller
EPD Director

CWM/ch

00838

#17

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Officer
P. O. Box 326
Richmond, Texas 77469
Phone (713) 342-3411 Ext. 211

December 3, 1985

TO: Judge Jodie Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

FROM: Richard Selleh

Attached is the telephone list to be published in the Fort Bend County Suburban directory. This list will be on Monday's (December 9) Court agenda for your approval.

Thank you for your attention to this matter.

Sincerely,

Richard Selleh

Richard Selleh
Administrative Coordinator/
Personnel Director
Fort Bend County

20. 1:30 P.M.-OPEN BIDS FOR ONE (1) 25KVA UNINTERRUPTIBLE POWER SUPPLY FOR DATA PROCESSING EQUIPMENT:

0029

Open bids for 25KVA Uninterruptible power supply:

The following bids were presented to Commissioners' Court for review.

- A) Elgar Corp.
- B) Universal Data System

RECESS:

Commissioners' Court recessed at 1:45 p.m.

21. 1:45 P.M. DRAINAGE DISTRICT BOARD WILL CONVENE (SEPARATE AGENDA):

See attached Drainage District Board minutes.

RECONVENE :

Commissioners' Court reconvened at 2:05 p.m.

22. CONSIDER APPLICATION FROM EXXON CO. TO LAY PIPELINE CROSSING OILFIELD RD. IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve application from Exxon Co. to lay pipeline crossing Oilfield Rd. in Precinct 4. (Recorded in minutes in full)

23. ADJOURNMENT:

Commissioners' Court adjourned at 3:25 p.m.

00840

(20)

PROPOSAL ITEM: UNINTERRUPTIBLE POWER SUPPLY

PROPOSAL NUMBER: 85-70

SPECIFICATIONS MAILED TO

<u>COMPANY</u>	SUBMITTED	
	<u>YES</u>	<u>NO</u>
RAYBURN POWER CONV.	_____	_____
MENGER TELECOM PROD.	_____	_____
JANES POWER SYSTEMS	_____	_____
MEIRICK, INC.	_____	_____
EXIDE CORP.	_____	_____
DATAAIDS	_____	_____
COMPUTER ENVIRONMENT	_____	_____
COMPUTER POWER SOLUTIONS	_____	_____
INFOTRON SYSTEM CORP.	_____	_____
CODEX CORP.	_____	_____
DATATRON	_____	_____
UNIVERSAL DATA SYSTEMS	<u>No Bid</u>	_____
STORAGE TECHNOLOGY	_____	_____

Elgar Corp

~~29,413~~
32,570

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 9 day of December, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Exxon Pipeline Company dated November 21, 1985, permit no. 80716 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 Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 82, 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 Lutts, seconded by Commissioner Denham, 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 regulation order thereof.

BY

Stanley L. Kuehn
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY

Elida Kosler

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.

returned 12/11/85

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)

00443

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 80716

Formal notice is hereby given that Exxon Pipeline Company, proposes to lay, construct, maintain and/or repair a 4-inch crude pipeline under the right of way of a County road or ditch within Fort Bend County, Texas as follows:

4-inch crude pipeline to Cross Following County Roads and/or Ditches
(Check Type of Construction)

Road or Ditch Name	Distance & Direction From : : Nearest Intersection	Length of : : Crossing	Type of Construction			
			Bored	Jacked	Driven	Cased
Oil Field Road	Less than 1/4 mile west	119 feet	X			X

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 show 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, Under, or Across 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 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.

Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

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

Paul A. H. Puryear
(Signatures)

NAME & TITLE Right of Way Agent
(Please Print)

DATE: 11/21/85
ADDRESS 11005 Fairmont Pkwy., P.O. Box 1215
(Street/P.O. Box)

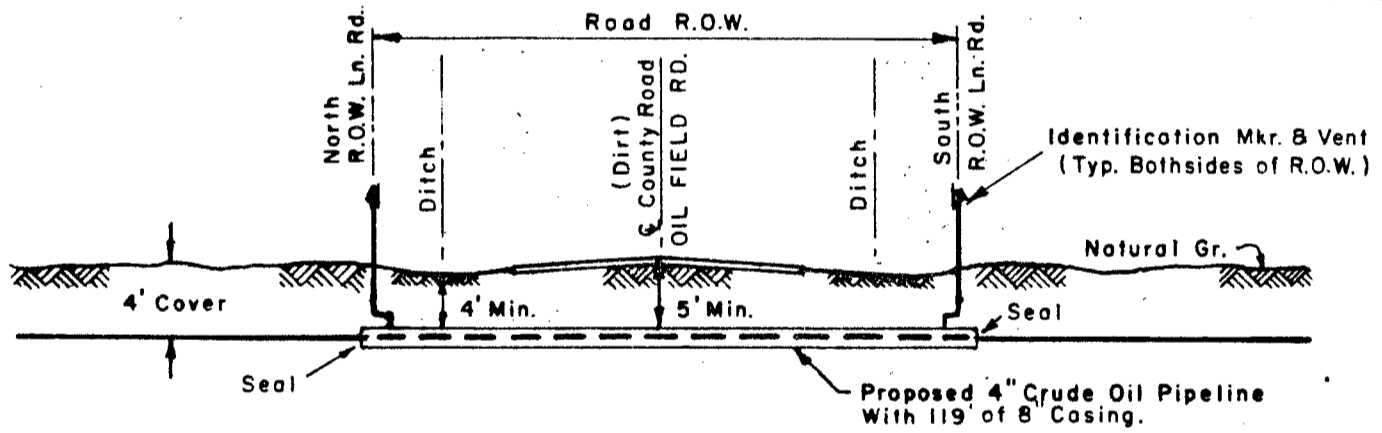
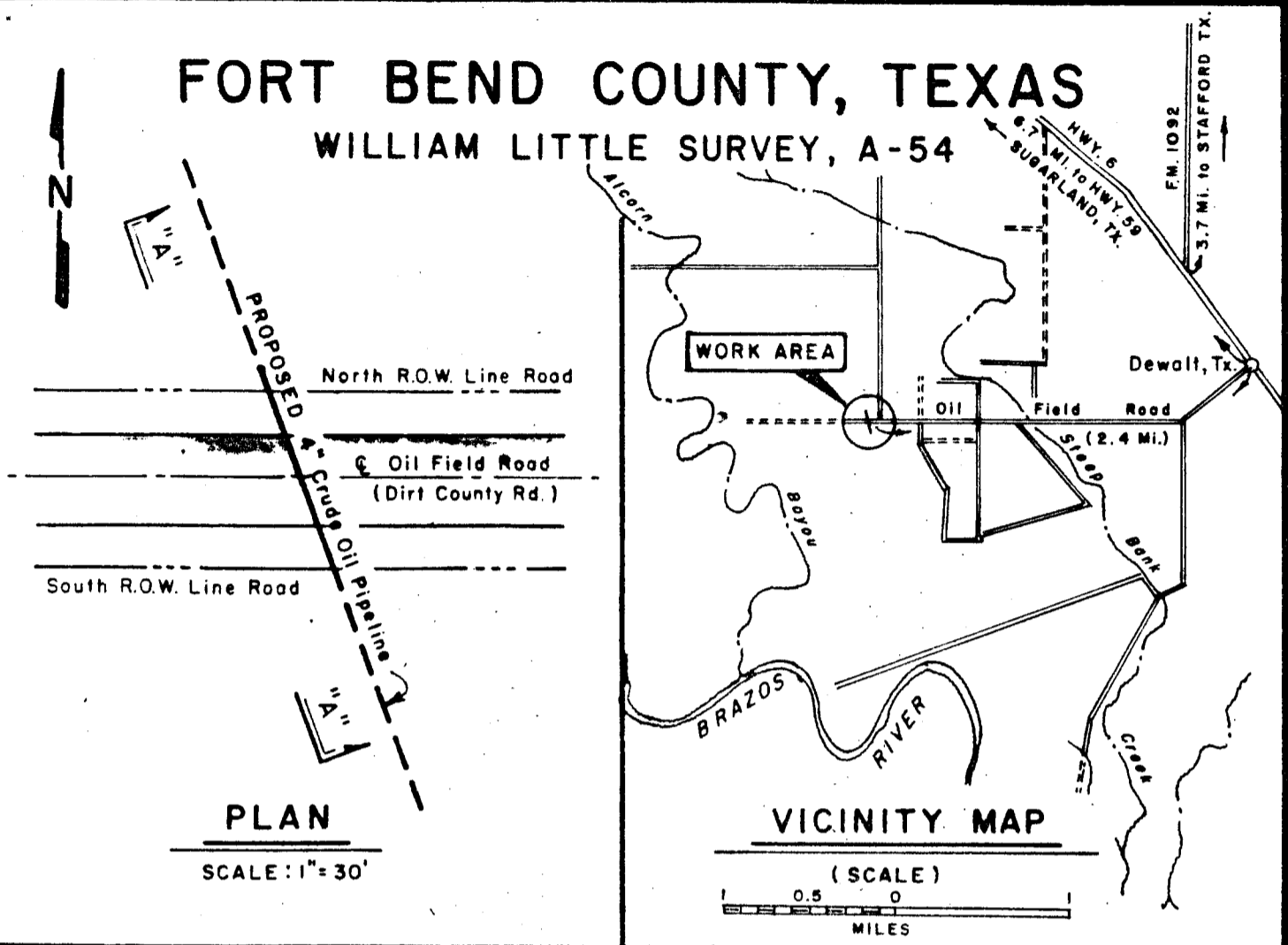
La Porte, Texas 77571-1215
City State Zip

TELEPHONE NO: (713) 470-4400

00844

FORT BEND COUNTY, TEXAS

WILLIAM LITTLE SURVEY, A-54



REV.	DATE	DESCRIPTION	DRAWN	CHKD.	APPD.	EXXON PIPELINE COMPANY	
—	11-6-85	ORIGINAL	R.A.S.	RDS		HOUSTON, TEXAS	
						FORT BEND COUNTY SUGARLAND FIELD PROPOSED 4" PIPELINE CROSSING OIL FIELD ROAD WILLIAM LITTLE SUR., A-54	
						DATE 11-6-85	SCALE: As Shown A-17247

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, DECEMBER 9, 1985
1:30 O'CLOCK P.M.

1. Discuss monthly Drainage District report.
2. Report on Rabbs Bayou.
3. Adjournment.

FILED FOR RECORD
TIME 3:10 ^{A.M.} ~~P.M.~~

DEC 5 1985

Deanne Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that the above notice was posted on the bulletin board,
County Courthouse, & glass panels, Courthouse Annex, Richmond,
Texas on Thursday, December 5, 1985 at 3:20 p.m. by *M. L. Lundy*

00846

0029

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 9th day of December, 1985 Drainage District Board of Fort Bend County, Texas met with the following present:

Jodie Stavinoha	County Judge
Johnnie Pustka	Commissioner Precinct 1
Ben Denham	Commissioner Precinct 2
Alton Pressley	Commissioner Precinct 3
Bob Lutts	Commissioner Precinct 4
Stanley Kucherka	County Engineer

When the following were had and the following orders were passed to wit:

1. DISCUSS MONTHLY DRAINAGE DISTRICT REPORT:

Drainage District Board discussed the November monthly report.

2. REPORT ON RABBS BAYOU:

Drainage District Board discussed Rabbs Bayou project.

3. ADJOURNMENT:

Drainage District Board adjourned at 2:05 p.m.

00847

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, DECEMBER 16, 1985
9:00 O'CLOCK A.M.

0029

1. Approve minutes of meeting of December 9, 1985.
2. Approve changes in depository pledge contracts.
3. Approve line item transfers in budgets.
4. Approve out-of-town travel requests for County personnel.
5. District Judge Thomas Stansbury, re: discuss and consider personnel and equipment needs for Child Support Office.
6. Marcy Korn & Sherry Norris, Fort Bend Women's Refuge, re: presentation to outline the Rape Crisis Program for support.
7. Mr. Charles Slone, Attorney-at-Law, re: approval of appraised fair market value of 4.818 acres of highway right-of-way property.
8. Marsha Gaines, Tax Assessor/Collector, re: approval of refunds over the amount of \$500; and rebudget \$50 for tuition back into "conferences (course #325 cancelled).
9. Approve Fort Bend Law Enforcement Academy training calendar and accept \$43,000 in funds from H-GAC to cover cost of training.
10. Discuss Precinct 3 park.
11. Consider recommendation from Insurance Committee.
12. Consider approval of interlocal agreements between Fort Bend County and various cities within the County for the housing of prisoners.
13. 10:00 a.m. - Hold public hearing to cancel and vacate Riverwood Village Section 2 and Riverwood Village, Section 3 in Precinct 1.
14. Consider replat of Riverwood Village, Section 3 in Precinct 1.
15. Consider approval of invoice in the amount of \$91,489.32 to Drymalla Construction Co. for Precinct 3 maintenance facility.
16. Consider approval of invoice in the amount of \$656.98 to Chris DiStefano and invoice #1 in the amount of \$50,195.86 to The Marton Co., Inc, for partial completion of Law Enforcement Academy.
17. Consider approval of invoice in the amount of \$4,464 to Chris DiStefano on Precinct 1 maintenance facility.
18. Consider approval of invoice in the amount of \$1,166.24 to Sanders & Sanders Assoc. Inc. for interior design work on new library.
19. Discuss and consider Personnel Dept. monitoring payroll file cards.
20. Rebudget Precinct 4's 1984 year-ending balance into Road & Bridge.
21. Discuss setting public hearing date for delaring all County maintained roads as official County roads.
22. Consider change orders on Bryan Rd. Bridge & Band Rd. Bridge, Prct. 1.
23. Consider application from Fort Bend Telephone Co. to lay cable along Foster School Rd. in Precinct 2.
24. Consider application from Inland Geophysical to lay temporary surface cables on Pultar Rd. & Willowview Rd. in Precinct 1, on Aurelia Lane, Rustic Lane, Joerger Rd. & Reys Rd. in Precinct 4.

CONTINUED

00848

AGENDA - PAGE TWO
FORT BEND COUNTY COMMISSIONERS COURT
DECEMBER 16, 1985

0020

25. Amend budget in utilities (telephone services) for Courthouse complex.
26. Accept bids for (1) Cleaning supplies & paper products & (2) Road materials & (3) One 25KVA uninterruptible power supply for data processing equipment.
27. 1:30 p.m. - Consider approval of replats for: (1) Sand Hill Estates Subdivision in Precinct 2 & (2) High Meadows, Section 1 in Precinct 4.
28. 1:45 p.m. - Discuss and consider adopting EP-17 Revenue Sharing Budget.
29. Approve bills.
30. Recess until after meetings of Health Facilities Development Corp. and Industrial Development Corp., scheduled for 4:00 p.m., to consider the following:
 - (1) Consideration of "Resolution approving the resolution of the Fort Bend County Health Facilities Development Corp. providing for the issuance of Fort Bend County Health Facilities Development Corp. Health Facilities Revenue Bonds (Cambridge International, Inc. Project), Series 1985."
 - (2) Consideration of a Resolution of the Commissioners Court of Fort Bend County to approve the form and substance of an application for an Inducement Resolution for Stephen E. Brice, a Sole Proprietor; to authorize the execution of such resolution and other agreements appropriate thereto; and to consider other provisions relating to the subject.
31. Adjournment.

FILED FOR RECORD
DEC 12 1985
3:30 PM

Deanne Wilson
County Clerk, Fort Bend Co., Tex.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that the above agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas, on Thursday, December 12, 1985 at 3:40 p.m. by D. Audrey.

REGULAR SESSION

BE IT REMEMBERED That on this 16TH day of DECEMBER, 1985 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

Jodie Stavinoha	County Judge
Johnnie Pustka	Commissioner Precinct 1
Ben Denham	Commissioner Precinct 2
Alton Pressley	Commissioner Precinct 3
Bob Lutts	Commissioner Precinct 4

When the following were had and the following orders were passed to wit:

A letter from the Texas Justice Court Training Center was read in Commissioners' Court concerning Justice of the Peace, Robert Stahl, Precinct #4 and Mary Ward, Precinct #1 having completed a twenty hour course in the duties of the Justice of Peace office.

1. APPROVE MINUTES OF MEETING OF DECEMBER 9, 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve minutes of meeting of December 9, 1985 with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve changes in Depository Pledge Contracts as follows:

Texas Capital to release \$250,000.00 Fort Worth Genl. Purpose Bd., receipt # 34A24W23, due date 3/1/97

Sugar Creek to release \$200,000.00 Witchita Falls GO Bd. 1981, receipt #386720, due date 12/1/85

Sugar Creek to release \$100,000.00 S.J. Tx. Hosp. Rev. Bd., receipt #266238, due date 12/1/85

LST City Richmond to release \$200,000.00 Treas. Note, receipt #539811, due date 10/31/85

LST City Richmond to pledge \$200,000.00 U.S. Treas. Note, receipt #850913, due date 10/31/87

LST City Richmond to pledge \$100,000 U.S. Treasury, receipt #797030, due date 6/30/87

LST City Richmond to pledge \$200,000 U.S. Treas. Note, receipt #789086, due date 5/31/87

LST City Richmond to pledge \$100,000.00 U.S. Treas. Note, receipt #701883, due date 11/30/86

LST City Richmond to pledge \$25,000.00 Port Neches GO Bd.'76, receipt #270789, due date 3/10/86

LST City Richmond to pledge \$25,000 Cypress Fairbanks I.S.D.'76, receipt #270301, due date 2/1/86

TEXAS JUSTICE COURT TRAINING CENTER

SOUTHWEST TEXAS STATE UNIVERSITY
San Marcos, Texas 78666
(512) 245-2349

December 11, 1985

Hon. Jodie E. Stavinoha
Fort Bend County
Courthouse
Richmond, Texas 77469

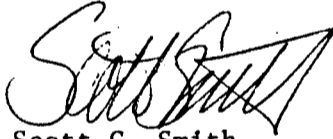
Dear Judge Stavinoha:

During the week of December 3-6, 1985, Judges Robert Stahl and Mary S. Ward successfully completed a twenty hour course in the duties of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes and Supreme Court order effective September 1, 1985 requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the duties of the Justice of the Peace office and to also complete a twenty hour course each year thereafter. This article affects all justices who took office since August 30, 1963. This training program is provided at virtually no cost to the county through a grant from the Texas Supreme Court.

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 almost ninety 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,



Scott C. Smith
Executive Director

759 00852
131

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Texas Capital

Release \$ 250,000.00.

Art Work. Gen Purpose Bd

Receipt # 24924W23

Due Date 3/1/97

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st City Richmond

Pledged \$ 200,000

U.S. Treas Note

Receipt # 850913

Due Date 10/31/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Sugar Creek

Release \$ 200,000.00.

Wichita Falls GO Bd 1981

Receipt # 386720

Due Date 12/1/85

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st City Richmond

Pledged \$ 100,000

U.S. Treas

Receipt # 797030

Due Date 6/30/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH Sugar Creek

Release \$ 100,000.00

S. E. Tx Hosp. Dev Bd

Receipt # 266238

Due Date 12/1/85

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st City Richmond

Pledged \$ 200,000

U.S. Treas Note

Receipt # 789056

Due Date 5/31/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st City Richmond

Release \$ 200,000.00

Treas Note

Receipt # 539811

Due Date 10/31/85

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st City Richmond

Pledged \$ 100,000

U.S. Treas Note

Receipt # 701883

Due Date 11/30/86

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st City Richmond
Pledge
Release \$ 25,000,
Port Neches GOBd '76

Receipt # 270789

Due Date 3/10/86

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st City Richmond
Pledge
Release \$ 25,000,
Cypress Fairbanks ISD '76

Receipt # 270301

Due Date 2/1/86

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release \$ _____

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH _____

Release \$ _____

Receipt # _____

Due Date _____

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st City Richmond
Pledged \$ 25,000,
Klein ISD United Bd '76

Receipt # 279180

Due Date 4/1/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st City Richmond
Pledged \$ 25,000,
FBC Cent of Obley '80

Receipt # 346790

Due Date 3/1/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st City Richmond
Pledged \$ 25,000,
Lamar CISD United '78

Receipt # 298068

Due Date 2/15/87

FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS

WITH 1st City Richmond
Pledged \$ 25,000,
Beaumont CO '81

Receipt # 379111

Due Date 10/1/86

1ST City Richmond to pledge \$25,000 Klein ISD Unltd. Bd.'76,
receipt #279180, due date 4/1/87

1ST City Richmond to pledge \$25,000 FBC Cert. of Oblg.'80,
receipt #346790, due date 3/1/87

1ST City Richmond to pledge \$25,000 Lamar CISD Unltd.'78,
receipt #298068, due date 2/15/87

1ST City Richmond to pledge \$25,000 Beaumont CO'81,
receipt #379111, due date 10/1/86

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve line item transfers in budget as follows: (Recorded in minutes in full)

DATA PROCESSING	COMMISSIONER PRECINCT #4
CONSTABLE #1	ROAD & BRIDGE PRECINCT 2
FM/LR PRECINCT #2	CONSTABLE PRECINCT #3
DISTRICT ATTORNEY	ADMINISTRATIVE COOR./PERSONNEL
JUSTICE OF PEACE #1	FIRE MARSHALL/SAFETY DIR.
268TH DIST. COURT	VETERANS SERVICE
CONSTABLE #4	DISTRICT CLERK
COUNTY JUDGE	328TH DISTRICT COURT
ENGINEERING DEPT.	COUNTY CLERK
EMERGENCY MEDICAL SERVICE	

4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out-of-town travel request for the following departments: (Recorded in minutes in full)

JUSTICE OF PEACE #4
CONSTABLE PRECINCT #2

5. DISTRICT JUDGE THOMAS STANSBURY, RE: DISCUSS AND CONSIDER PERSONNEL AND EQUIPMENT NEEDS FOR CHILD SUPPORT OFFICE:

Postponed.

6. MARCY KORN & SHERRY NORRIS, FORT BEND WOMEN'S REFUGE, RE: PRESENTATION TO OUTLINE THE RAPE CRISIS PROGRAM FOR SUPPORT:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve sponsorship of Fort Bend Women's Refuge to apply for Criminal Justice grand funding 1986-1987.

Sherry Norris and Marcy Korn discussed the Rape Crisis Program in Fort Bend County.

7. MR. CHARLES SLONE, ATTORNEY-AT-LAW, RE: APPROVAL OF APPRAISED FAIR MARKET VALUE OF 4.818 ACRES OF HIGHWAY RIGHT-OF-WAY PROPERTY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to postpone until December 23, for further study. (Recorded in minutes in full)

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

Data Processing	DEPT.	FROM	TO	INCREASE (DECREASE)
Longevity	0250	1730.00	1395.00	< 335.00 >
Social Security	0300	27056.00	26436.00	< 620.00 >
Insurance	0500	25952.00	28067.00	2115.00
Transportation/Truck	0700	2500.00	1668.00	< 832.00 >
Conferences/Seminars	0701	7500.00	7374.00	< 126.00 >
Property & Equipt.	1010	446093.90	445679.90	< 414.00 >

DATE: December 13, 1985

DEPARTMENT HEAD: Charles W. [Signature]

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

Data Processing	DEPT.	FROM	TO	INCREASE (DECREASE)
Office Supplies	1062	33,200.00	33412.00	212.00

DATE: December 13, 1985

DEPARTMENT HEAD: Charles W. Wilson - 12/13/85

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha, County Judge Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

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

On this the _____ day of _____, _____, at a _____ Session of the Commissioners' Court the following members being present;

- Jodie Stavinoha----- COUNTY JUDGE
- Johnnie Pustka----- COMMISSIONER PRECINCT # 1
- Ben Denham----- COMMISSIONER PRECINCT # 2
- Alton Pressley----- COMMISSIONER PRECINCT # 3
- Bob Lutts----- COMMISSIONER PRECINCT # 4
- Diane Wilson----- COUNTY CLERK

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

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

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:

Precinct #4	DEPT.	FROM	TO	INCREASE (DECREASE)
Insurance	08 04 0050 0500	57,000.00	64,498.86	7,498.86
Treasurers Commission	08 04 0050 7002	2,310.00 ^{298.00}	-0-	(2,310.00) ^{298.00}
Damages/Trespass Chg.	08 04 0050 7010	3,000.00	-0-	(3,000.00)
Retirement	08 04 0050 0400	58,012.00	55,812.00	(2,200.00)

DATE: December 16, 1985

DEPT. HEAD Bob Lutts

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOKA, COUNTY JUDGE

Ben Denham
BEN DENHAM, COMMISSIONER PCT. # 2

Johnnie Pustka
JOHNNIE PUSTKA, COMMISSIONER PCT.#1

Alton Pressley
ALTON PRESSLEY, COMMISSIONER PCT # 3

Bob Lutts
BOB LUTTS, COMMISSIONER PCT. # 4

Handwritten calculations:

2310.00
5200.00
15100.00
9200.00
1751.00

7498.86
9
16498.86

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

On this the _____ day of _____, _____, at a _____ Session of the Commissioners' Court the following members being present;

- Jodie Stavinoha----- COUNTY JUDGE
- Johnnie Pustka----- COMMISSIONER PRECINCT # 1
- Ben Denham----- COMMISSIONER PRECINCT # 2
- Alton Pressley----- COMMISSIONER PRECINCT # 3
- Bob Lutts----- COMMISSIONER PRECINCT # 4
- Diane Wilson----- COUNTY CLERK

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on _____, the Court heard and approved a budget for the year _____ for Fort Bend County; and

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

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:

Precinct #4	DEPT.	FROM	TO	INCREASE (DECREASE)
Culverts				
12 08 0064	7008	29,000.00	30,000.00	1,000.00
Lumber & Hardware				
12 08 0064	7003	19,000.00	18,000.00	(1,000.00)
Repairs/Parts/Shop Supp.				
12 08 0064	7007	117,000.00	125,000.00	8,000.00
Gas & Oil				
12 08 0064	7005	88,000.00	84,000.00	(4,000.00)
Tires & Tubes				
12 08 0064	7006	20,000.00	18,000.00	(2,000.00)
Property & Equipment				
12 08 0064	1010	111,610.00	109,610.00	(2,000.00)

DATE: 12-16-85

DEPT. HEAD Bob Lutts

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
JODIE STAVINOKA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. # 2

JOHNNIE PUSTKA, COMMISSIONER PCT.#1

ALTON PRESSLEY, COMMISSIONER PCT # 3

BOB LUTTS, COMMISSIONER PCT. # 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1983

On this the 16th day of December, 1985 at a Regular Session of the Commissioners' Court the following members being present;

- Jodie Stavinoha----- COUNTY JUDGE
- Johnnie Pustka----- COMMISSIONER PRECINCT # 1
- Ben Denham----- COMMISSIONER PRECINCT # 2
- Alton Pressley----- COMMISSIONER PRECINCT # 3
- Bob Lutts----- COMMISSIONER PRECINCT # 4
- Diane Wilson----- COUNTY CLERK

The following proceedings were had, to-wit:
 THAT WHEREAS, theretofore, on December 1984 the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985 adopted December, 1984

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:

ROAD & BRIDGE # 2	DEPT.	FROM	TO	INCREASE (DECREASE)
08-02-0048-0700	Transportation & Travel	\$7,200.00	\$7,378.60	\$ 178.60
08-02-0048-0500	Insurance	64,000.00	76,196.35	12,196.35
08-02-0048-7007	Repairs & Parts, SS	55,000.00	57,704.14	2,704.14
08-02-0048-7006	Tires & Tubes	8,000.00	6,928.25	(1,071.75)
08-02-0048-7004	Road Signs	6,000.00	3,492.21	(2,507.79)
08-02-0048-5031	Road Materials	100,000.00	89,565.63	(10,434.37)
08-02-0048-2000	Utilities	15,000.00	13,934.82	(1,065.18)

Handwritten calculations:
 172.60
 12,196.35
 2,704.14
 15,079.09

Handwritten calculations:
 1071.15
 2507.79
 3511.54
 1040.21
 1401.3

Handwritten calculations:
 14,013.91
 1,065.18
 15,079.09

DATE: December 16, 1985

DEPT. HEAD [Signature]

THE COUNTY OF FORT BEND

BY: [Signature]
 JODIE STAVINOKA, COUNTY JUDGE

[Signature]
 BEN DENHAM, COMMISSIONER PCT. # 2

[Signature]
 JOHNNIE PUSTKA, COMMISSIONER PCT. # 1

[Signature]
 ALTON PRESSLEY, COMMISSIONER PCT # 3

[Signature]
 BOB LUTTS, COMMISSIONER PCT. # 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1983

On this the 16th day of December, 1985 at a Regular Session of the Commissioners' Court the following members being present;

- Jodie Stavinoha----- COUNTY JUDGE
- Johnnie Pustka----- COMMISSIONER PRECINCT # 1
- Ben Denham----- COMMISSIONER PRECINCT # 2
- Alton Pressley----- COMMISSIONER PRECINCT # 3
- Bob Lutts----- COMMISSIONER PRECINCT # 4
- Diane Wilson----- COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on December 1984 the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985 adopted December, 1984

NOW, THEREFORE, BE IT RESOLVED upon motion of Commissioner _____ seconded by Commissioner _____ and duly carried by the following vote:

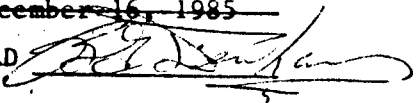
AYES: _____

NAYES: _____

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

FM/LR	DEPT.	FROM	TO	INCREASE (DECREASE)
12-06-0062-7005	Gas & Oil	\$90,000.00	\$90,820.68	820.68
12-06-0062-7006	Tires & Tubes	\$12,000.00	\$11,179.32	(820.68)

DATE: ~~December 16, 1985~~

DEPT. HEAD 

THE COUNTY OF FORT BEND

BY: _____
JODIE STAVINOH, COUNTY JUDGE

_____ BEN DENHAM, COMMISSIONER PCT. # 2

_____ JOHNNIE PUSTKA, COMMISSIONER PCT.#1

_____ ALTON PRESSLEY, COMMISSIONER PCT # 3

_____ BOB LUTTS, COMMISSIONER PCT. # 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

Computer rounding up by amount \$

CONSTABLE 1	DEPT.	FROM	TO	INCREASE (DECREASE)
0200	SALARIES	106736.00	106763.00	27.00
0250	LONGEVITY	1060.00	1265.00	205.00
0300	SOCIAL SECURITY	7600.00	7616.00	16.00
0400	RETIREMENT	7546.00	7562.00	16.00
0500	INSURANCE	8898.00	8634.00	(264.00)

DATE: 12-10-85

DEPARTMENT HEAD: [Signature]

THE COUNTY OF FORT BEND

BY: [Signature]
Jodie Stavinoha, County Judge

[Signature]
Ben Denham, Commissioner Pct. #2

[Signature]
Johnnie Pustka, Commissioner Pct. #1

[Signature]
Alton Pressley, Commissioner Pct. #3

[Signature]
Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

DEPT.	FROM	TO	INCREASE (DECREASE)
Constable Pct 1			
Office Supplies	1101.80	1187.80	86.00
Fees & Lubes	776.25	690.25	(86.00)

DATE: 12-16-85

DEPARTMENT HEAD: H.H. Hejl

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____
 Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<i>Constable Pct #3</i> DEPT.	FROM	TO	INCREASE (DECREASE)
0400 RETIREMENT	2,212.31	2,000.00	(212.31)
0300 SOCIAL SECURITY	935.65	1,147.96	212.31
4010 FEES & SERVICES	337.00	137.00	(200.00)
4011 OFFICER UNIFORMS	171.28	371.28	200.00

DATE: 12/11/85

DEPARTMENT HEAD: [Signature]

THE COUNTY OF FORT BEND

BY: [Signature]
 Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 16th day of December, 1985, at a Special Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
Johnnie Pustka	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4
Dianne Wilson	-	County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

		FROM	TO	INCREASE (DECREASE)
0012	District Attorney's Office DEPT.			
1050	0012 1063 Law Books	2,394.06	2,489.12	95.06
1050	0012 3020 Rentals	4,675.00	4,730.92	55.92
1050	0012 4010 Fees & Services	(16,176.82)	(16,025.84)	(150.98)
1050	0012 1062 Office Supplies	20,000.00	20,659.81	659.81
1050	0012 0700 Travel & Trans.	(9,800.00)	(9,140.19)	(659.81)

DATE: December 12, 1985

DEPARTMENT HEAD: WDM

THE COUNTY OF FORT BEND

BY:

J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham
Ben Denham, Commissioner Pct. #2

Johnnie Pustka
Johnnie Pustka, Commissioner Pct. #1

Alton Pressley
Alton Pressley, Commissioner Pct. #3

Bob Lutts
Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1984

On this the _____ day of _____, 1984, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1983, the Court heard and approved a budget for the year 1984 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1984, adopted November 14, 1983.

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:

Administrative Coor./Personnel Dept.	FROM	TO	INCREASE (DECREASE)
10 50 0007 0200 Salaries and Labor	89,184.58	88,484.58	- (700.00)
10 50 0007 1010 Property and Equipment	-0-	700.00	700.00

DATE: December 12, 1985.

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham
Ben Denham, Commissioner Pct. #2

Johnnie Pustka
Johnnie Pustka, Commissioner Pct. #1

Alton Pressley
Alton Pressley, Commissioner Pct. #3

Bob Lutts
Bob Lutts, Commissioner, Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 16 day of December, 1985, at a REGULAR Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

JUSTICE OF THE PEACE #1 DEPT.	FROM	TO	INCREASE (DECREASE)
1010 Property & Equipment	0	\$ 1,100.00	\$ 1,100.00
1062 Office Supplys	\$ 1,137.70	\$ 37.70	(1,100.00)

DATE: 12-12-85

DEPARTMENT HEAD: Mandy Wood

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner _____ seconded by Commissioner _____ and duly carried by the following vote:

AYES: _____

NAYES: _____

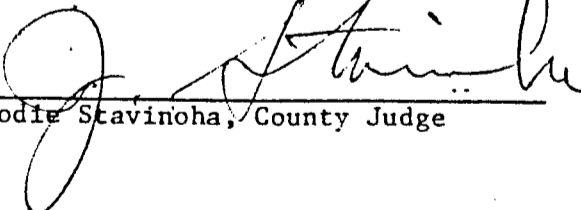
the following amendment(s) to said budget are hereby authorized:

0040 Fire Marshall/Safety Dir.	DEPT.	FROM	TO	INCREASE (DECREASE)
0500 Insurance		2773.66	2739.66	(34.00)
0400 Retirement		1918.04	1935.04	17.00
0300 Social Security		1961.06	1978.06	17.00

DATE: 12-12-85

DEPARTMENT HEAD: 

THE COUNTY OF FORT BEND

BY: 

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1984

On this the _____ day of _____, 1984, at a _____
Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1983, the Court heard and approved a budget for the year 1984 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1984, adopted November 14, 1983.

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:

	Dept.	FROM	TO	INCREASE (DECREASE)
<i>268th Dist. Court</i>				
0400 Retirement		4653.00	4712.00	62.00
1010 Property & Equipment		1500.00	1438.00	<62.00>

DATE: 12/11/85
 DEPARTMENT HEAD: [Signature]
 THE COUNTY OF FORT BEND
 BY: [Signature]

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner, Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 16th day of December, 1985, at a Special Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>Veterans Service</u> DEPT.	FROM	TO	INCREASE (DECREASE)
Salaries	24,399.00	23,837.00	(562.00)
Insurance	1,354.00	1,916.00	562.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 12/11/85

DEPARTMENT HEAD: Ruthie R. Conrad

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 16 day of Dec, 1985, at a Special Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>Com. Pct. #4</u>	DEPT.	FROM	TO	INCREASE (DECREASE)
	Utilities	5500.00	4794.82	(705.18)
	TIRES	600.00	563.16	(36.84)
	UNIFORMS	1457.90	1429.86	(28.04)
	Office Supplies	4115.26	3882.58	(233.18)
	Property & Equip	3244.24	4247.48	1003.24

DATE: 12-13-85

DEPARTMENT HEAD: PARSONS

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____ Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>District Clerk</u>	DEPT.	FROM	TO	INCREASE (DECREASE)
Conference		2,000.00	1,067.17	932.83
Property + Equipment		1,000.00	693.95	306.05
Insurance		30,121.00	31,359.88	1,238.88

DATE: 12-13-85

DEPARTMENT HEAD: Jesse Wloszyk

THE COUNTY OF FORT BEND

BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 16th day of December, 1985, at a Regular Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

COUNTY JUDGE	DEPT.	FROM	TO	INCREASE (DECREASE)
0300	Social Security	1311.70	361.70	(950.00)
0201	Temp. Help	700.00	557.34	(142.66)
0400	Retirement	548.41	488.41	(60.00)
0500	Insurance	-526.05	626.61	+1152.66

DATE: 12-13-85

DEPARTMENT HEAD: Jodie Stavinoha

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1983

On this the _____ day of _____, 198., at a Session of the Commissioners' Court the following members being present;

- Jodie Stavinoha----- COUNTY JUDGE
- Johnnie Pustka----- COMMISSIONER PRECINCT # 1
- Ben Denham----- COMMISSIONER PRECINCT # 2
- Alton Pressley----- COMMISSIONER PRECINCT # 3
- Bob Lutts----- COMMISSIONER PRECINCT # 4
- Diane Wilson----- COUNTY CLERK

The following proceedings were had, to-wit:
THAT WHEREAS, theretofore, on December 13, 198 , the Court heard and approved a budget for the year 1983, for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 198 , adopted December 13, 198 .

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:

328th District Court	DEPT.	FROM	TO	INCREASE (DECREASE)
1010 Property and Equipment		229.20	191.52	(37.68)
0500 Insurance		446.86	484.54	37.68
1062 Office Supplies		229.45	92.86	(136.59)
0701 Conferences/Seminars		82.30	218.89	136.59

DATE: 12/13/85
DEPT. HEAD *[Signature]*

THE COUNTY OF FORT BEND
BY: *[Signature]*
JOBIE STAVINOKA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. # 2

JOHNNIE PUSTKA, COMMISSIONER PCT.#1

ALTON PRESSLEY, COMMISSIONER PCT # 3

BOB LUTTS, COMMISSIONER PCT. # 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 16th day of December, 1985, at a Special Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>Engineering</u>	<u>DEPT.</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
1050 0043 0500 (Insurance)		8292.00	8459.90	167.90
1050 0043 0400 (Retirement)		11164.00	10996.10	(167.90)
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____

DATE: 12/11/85

DEPARTMENT HEAD: Stanley L. Kucherka, Jr., P. E.
THE COUNTY OF FORT BEND

BY: Jodie Stavinoha, County Judge Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 16 day of December, 1985, at a Special Session of the Commissioners' Court the following members being present;

- Jodie StavinohaCOUNTY JUDGE
- Johnnie PustkaCOMMISSIONER PRECINCT # 1
- Ben DenhamCOMMISSIONER PRECINCT # 2
- Alton PressleyCOMMISSIONER PRECINCT # 3
- Bob LuttsCOMMISSIONER PRECINCT # 4
- Dianne WilsonCOUNTY CLERK

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985, for Fort Bend County; and

WHEREAS, an emergency expenditures is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

DEPT. <u>County Clerk 0200</u>	FROM	TO	INCREASE (DECREASE)
<u>0500 Insurance</u>	<u>71,474.00</u>	<u>71,259.00</u>	<u>(215.00)</u>
<u>0701 Conference</u>	<u>4500.00</u>	<u>4715.00</u>	<u>215.00</u>
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 12/16/85

DEPT. HEAD D Wilson

THE COUNTY OF FORT BEND

BY: J. Stavinoha
JODIE STAVINOKA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. # 2

JOHNNIE PUSTKA, COMMISSIONER PCT. #1

ALTON PRESSLEY, COMMISSIONER PCT. #3

BOB LUTTS, COMMISSIONER PCT. # 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1985

On this the _____ day of _____, 1985, at a _____
 Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 13, 1984, the Court heard and approved a budget for the year 1985 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1985, adopted November 13, 1984.

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:

<u>EMS 0034</u>	<u>DEPT.</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
<u>GAS & OIL</u>	<u>7005</u>	<u>19000</u>	<u>14390.00</u>	<u>(4610)</u>
<u>MEDICAL</u>	<u>1065</u>	<u>30000</u>	<u>32140</u>	<u>2140.00</u>
<u>FEES & serv</u>	<u>4010</u>	<u>16152.00</u>	<u>16632</u>	<u>480.</u>
<u>Rep. Mtr. Eq.</u>	<u>7019</u>	<u>34000.</u>	<u>35730.</u>	<u>1730.</u>
<u>Rep. RADIO Eq.</u>	<u>7020</u>	<u>10000.00</u>	<u>10260.</u>	<u>260.00</u>

DATE: 12/11/85

DEPARTMENT HEAD: [Signature]

THE COUNTY OF FORT BEND

BY: [Signature]

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County for ~~accompanied by~~ the following persons:

Hortencia A. Garcia

Period: Date of Departure 11-15-85
Date of Return 11-16-85

Purpose of Trip: Seminar for J.P. Clerks

Places to be Visited: Bay City, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) personal car

Jan P. Welch
Name

12-12-85
Date

J.P. 4 Ft. Bend Cty.
Title

Approved: Commissioners' Court
J. Stevens
County Judge

Date

00177
4

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons:

W. C. Todd, II

Period: Date of Departure Tuesday, January 28, 1986
Date of Return Saturday, February 1, 1986

Purpose of Trip: Constable Civil Process Seminar

Places to be Visited: Austin, Texas

Mode of Transportation
(State whether by personal auto, airline, etc.) Constable, Pct. #2 automobile

W. C. Todd
Name
December 10, 1985 Constable, Pct. #2
Date Title

Approved: Commissioners' Court
J. Starnes
County Judge

Date

Fort Bend County Women's Refuge, Inc.

P. O. BOX 183
 RICHMOND, TEXAS 77469
 (713) 342-0251

EXECUTIVE DIRECTOR:
 SHERRY NORRIS

BOARD PRESIDENT:
 LYNDIA BIBLE

COMPREHENSIVE SUPPORT PROJECT

Criminal Justice Department Grant - 1986/7

The Comprehensive Support Project will have as its primary goals to provide support services to survivors of sexual assault and domestic violence to enable them to report and follow through with prosecution within the criminal justice system, as well as advocating for victim rights within the system. Current services provided include:

1. a 24 hour crisis hotline
2. accompaniment to area hospitals, police departments and to court
3. individual and group counseling services for survivors and their families
4. third party reporting to local law enforcement agencies when survivor declines to report
5. shelter for abused women and their minor children
6. referral to appropriate public and private agencies
7. community education programs on sexual assault and domestic violence issues

Other project goals will include establishing a law enforcement training program designed especially for dealing with sexual assault and family violence survivors. Also a similar program will be designed to assist hospital personnel when dealing with survivors and their families. Recruitment and training of additional volunteers will be essential to consolidate existing services, as well as to expand into other areas.

Proposed Criminal Justice Department request

Salary	18,900
Workmen's Compensation	131
FICA	1,851
State Unemployment Tax	189
Major Medical	1,200
Supplies	2,900
Travel	<u>1,200</u>
TOTAL	26,371

We are requesting that the Ft. Bend County Commissioners, as the authorized governmental agency, sponsor the Ft. Bend County Women's Refuge so that we may apply for this grant.



00879

Joseph B. Benes & Associates
Real Estate Appraisers & Consultants

Joseph B. Benes, SRA
Phone (713) 342-5762
Pearland Office
Phone (713) 485-6027

Member of:
Society of Real Estate Appraisers
Fort Bend Board of Realtors

December 16, 1985

Mr. Charles Slone, Attorney
210 Third Street
Richmond, Texas 77469

Dear Mr. Slone:

At your request, I have studied a parcel of land in the Katy-Fulshear area of Fort Bend County in order to determine the value of easement rights on the tract. The study included the establishment of fee value on both the parent tract and the easement tract, so that the value of the easement rights could be established.

The parent tract is a large tract of land in an active market. The subject is 25 feet wide by approximately 9400 feet long containing 4.818 acres.

The unit value of the easement rights on the 4.818 acres owned by Fort Bend County is far less than the full fee value of the parent tract. This is due to the lack of need for the right-of-way.

For any use of the right-of-way, the county would have to spend money to purchase additional right-of-way and more money to establish a roadway. The cost of these items for a road that would provide no benefit above already existing roads would be prohibitive.

The value of the easement rights to the landowner is also quite low because the landowner essentially has full use of the land under the easement in its present state.

Fee value of the parent tract has been established at \$7000 per acre at the present time. This value is based on recent sales in the marketplace.

606 S. Eleventh
2404 S. Grand Blvd. #215



Richmond, Texas 77469
Pearland, Texas 77581

00680

The easement rights to the subject 4.818 acres in my opinion is approximately 5% to 10% of the unit value of the parent tract.

Using these premises, the following calculations are made:

(at 5%) 4.818 Acres X \$7,000 x .05 = \$1,686.00

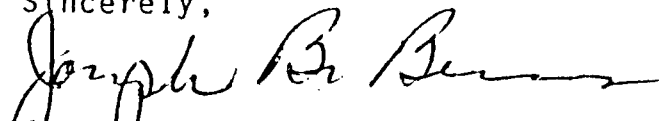
(at 10%) 4.818 Acres X \$7,000 x .10 = \$3,372.00

The value of the easement rights falls within this range. Based on the lack of need of the two parties involved, and the complete absence of demand outside the two parties, I feel the value is in the lower part of the range of value, say \$2,000.00.

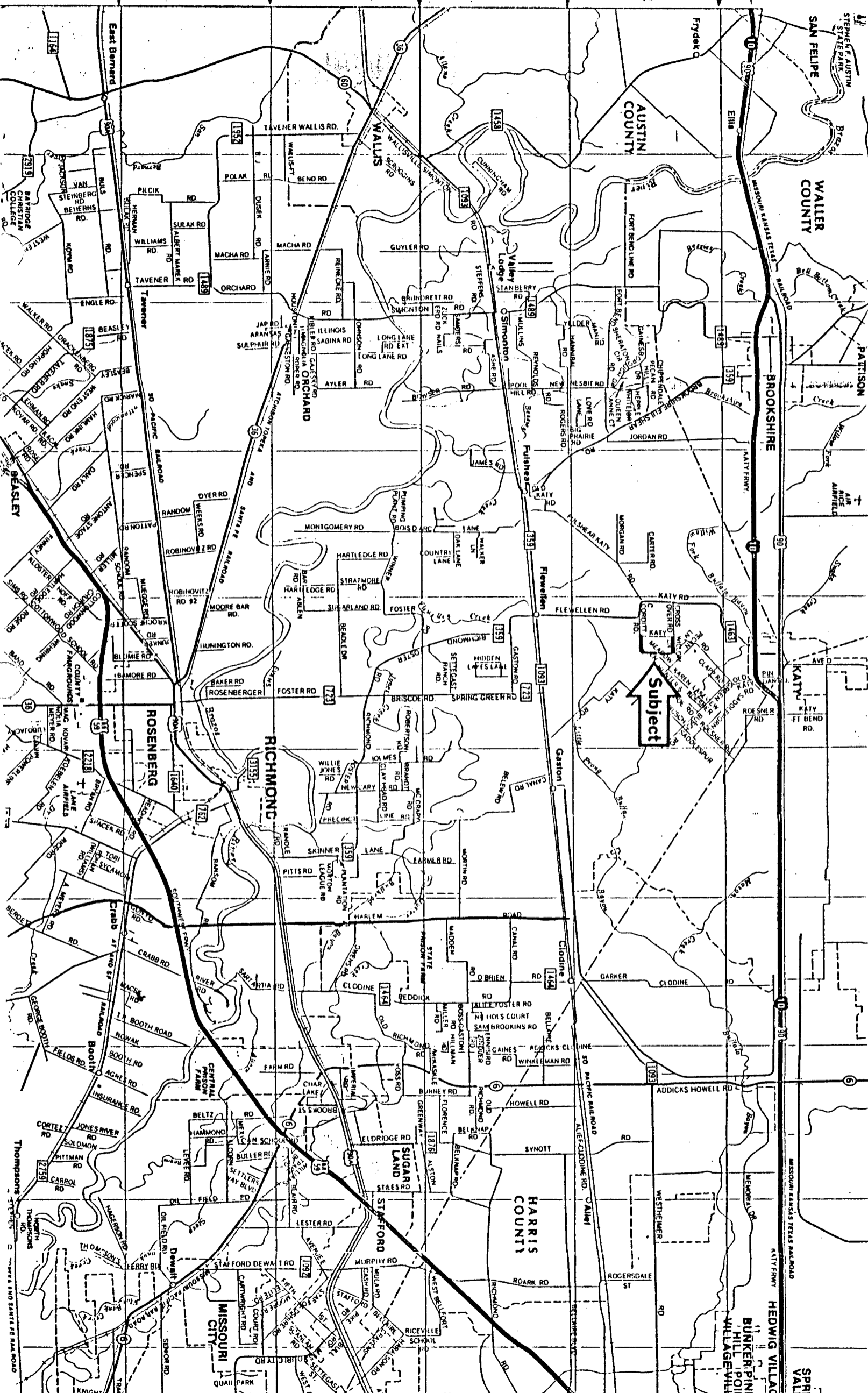
TWO THOUSAND DOLLARS

If I can be of further assistace in this matter, please contact me.

Sincerely,



Joseph B. Benes, SRA
Real Estate Appraiser and Consultant



AUSTIN COUNTY

WALLER COUNTY

BROOKSHIRE

RICHMOND

ROSENBERG

HARRIS COUNTY

HEDWIG VILLAGE

Subject

SAN FELIPE

BUNKER PINE HILL POINT VILLAGE

SPRINT VILLAGE

Frydek

Ellis

KATY

KATY

KATY

KATY

KATY

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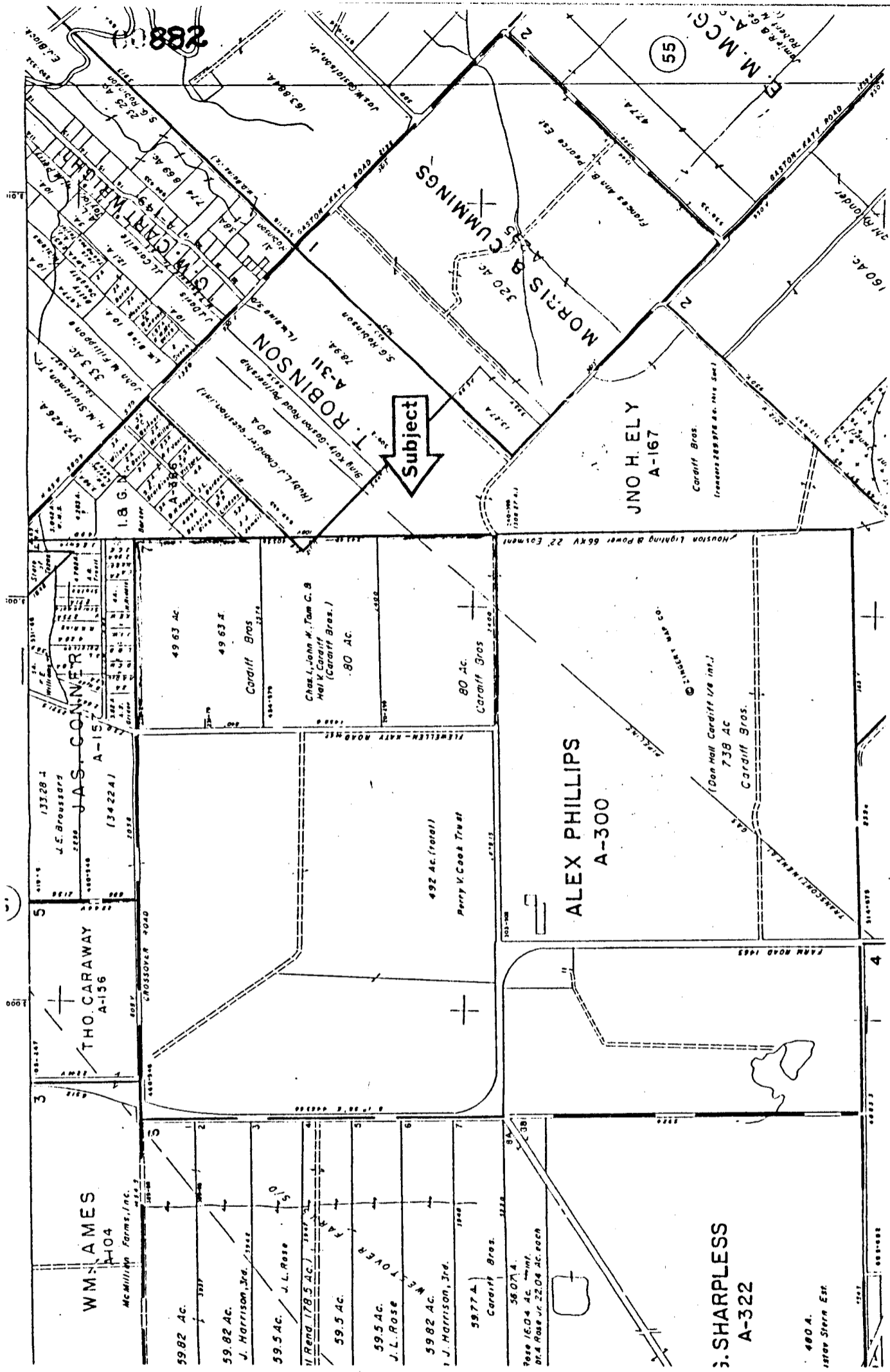
KATY

KATY

KATY

KATY

KATY



SECTION 30

SECTION 30

N.E. COR.
LEX PHILLIPS
W.F. 10,300

SOUTH 17.65'

25' ROAD EASEMENT
VOL. 27, PG. 132
(11.3419 AC.)

589°48'24"W 2390.89'

LEWIS KEEGAN & LOUISE KEEGAN TO CHARLES & CARDIFF
Vol. 278, Pg. 249
46.1208 AC.

HOUSTON LIGHTING & POWER TRANSMISSION LINE

840'
21.77'

2392.51'

J.L. ROSE ET UX
TO C. C. CARDIFF
Vol. 231, Pg. 79
46.1517 AC.

2202.04'
N00°06'37"W

309.1712 AC.

FLEWELLEN - KATY ROAD
TRACT 3

SOUTH
840'

2394.12'

ESTATE OF J.A.
BARTLETT TO
CHARLES & CARDIFF ET AL
Vol. 454, Pg. 580
80.1033 AC.

TRACT 3

25' ROAD EASEMENT
VOL. 27, PG. 132
2.4599 AC

19+33.35
SET 2" I.P.
22+02.04

- 4.4369 AC. H.L. & P. CO. 80' R.O.W
- 1.3419 AC. 25' ROAD EASEMENT (NORTH)
- 2.4599 AC. 25' ROAD EASEMENT (EAST)
- 2.8663 AC. FLEWELLEN - KATY ROAD GAS PIPELINE CO.
- 3.4311 AC. TRANSCONTINENTAL 100' EASEMENT

CALL 30' TO FT. BEND CO.
VOL. 31, PG. 247

1252 5728 AC.)

Subject

4593.18'
2396.62'

FRANCES A. LEVE TO C.C. CARDIFF
Vol. 120, Pg. 299-300
80.1970 AC.

20' ROAD EASEMENT
VOL. 27, PG. 132
1.0162 AC.

N89°48'24"E
N89°48'24"E
1364.90'

2399.73'
1034.03'
N89°48'24"E

156 5984 AC.)

2644.36'
2.9689 AC.
IN RD.

SOUTH
14557'

N00°06'37"W

500°06'3

0023

8. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: APPROVAL OF REFUNDS OVER THE AMOUNT OF \$500; AND REBUDGET \$50 FOR TUITION BACK INTO "CONFERENCES" (COURSE #325 CANCELLED):

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve refund payments to Nicholas Alexander in the amount of \$628.26 and Delmar Distributing Inc. in the amount of \$2,491.16. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept and rebudget check in the amount of \$50.00 into line item 0701 (conferences)

Marsha Gaines presented refund checks.

9. APPROVE FORT BEND LAW ENFORCEMENT ACADEMY 1986 TRAINING CALENDAR AND ACCEPT \$43,000 IN FUNDS FROM H-GAC TO COVER COST OF TRAINING:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Fort Bend Law Enforcement Academy 1986 training calendar and accept \$43,000 in funds from H-GAC to cover cost of training.

Lt. Tom Sparkman discussed the training courses.

10. DISCUSS PRECINCT 3 PARK:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to allow Jim Box to proceed with plans for a Fort Bend County Park in Precinct #3.

Jim Box and Tom Northrup representing Cinco Ranch discussed a future park at Barker Reservoir and how it can be built and funded.

11. CONSIDER RECOMMENDATION FROM INSURANCE COMMITTEE :

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts voting no, it is ordered to change the Fort Bend County retirement vestment for insurance coverage upon reaching the age of 60 from twelve years to ten as recommended by the insurance committee.

12. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS BETWEEN FORT BEND COUNTY AND VARIOUS CITIES WITHIN THE COUNTY FOR THE HOUSING OF PRISONERS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve interlocal agreements for the housing of prisoners from the following cities:

CITY OF SUGAR LAND
 CITY OF THOMPSONS
 VILLAGE OF SIMONTON
 CITY OF ARCOLA
 TOWN OF BEASLEY
 CITY OF FULSHEAR
 CITY OF KENDLETON
 CITY OF MEADOWS
 CITY OF RICHMOND
 CITY OF STAFFORD
 CITY OF PLEAK

011845 (8)

MARSHA P. GAINES 07-85
FORT BEND COUNTY
TAX COLLECTOR
1985 TAXES
P. O. BOX 399
RICHMOND, TEXAS 77489

RepublicBank
Richmond
P.O. Box 579, Richmond, Texas 77489

No 11845
MA
68-1562/1131

VOID AFTER 120 DAYS

FORT BEND COUNTY - 628.26

PAY

TO THE ORDER OF

Nicholas J Alexander
454 Hwy 6 South
Houston, Tx 77079

DATE 11/19/85 AMOUNT \$628.26

Handwritten signatures:

Kenny Johnson

⑆011845⑆ ⑆113115523⑆ 90 0172 7⑆

CLARKE CHECKS

MARSHA P. GAINES, FORT BEND COUNTY
TAX COLLECTOR 1985 TAXES

DATE	DESCRIPTION	AMOUNT
11/19/85	Refund on your check #1644 Homestead credited on .914-6731-01-011-0200 per CAD	628.26

DETACH AND RETAIN THIS STATEMENT

State Property Tax Board
Tax Refund Application 31.11(4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: FT. BEND COUNTY TAX ASSESSOR
Collecting Tax For: FT. BEND COUNTY
(Taxing Units)

Address P. O. BOX 399 RICHMOND, TEXAS 77469
City, State, Zip Code

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:

Name Nicholas J Alexander
Address: 454 Hwy 6 South Houston, Tx. 77079
Telephone Number (if additional information is needed)

IDENTIFICATION OF PROPERTY:

Description of Property: Pin Oak Village I Sec. 1 Lt. 20 Blk. 11
Address or Location of Property:
Account Number of Property: 914-6731-01-011-0200 or Tax Receipt Number: 78821

INFORMATION ON PAYMENT OF TAXES:

Name of Taxing Unit From Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. <u>Ft. Bnd Cnty</u>	19 <u>84</u>	<u>7/5</u> / 19 <u>85</u>	\$ <u>1525.77</u>	\$ <u>628.26</u>
2. _____	19 _____	_____ / 19 _____	\$ _____	\$ _____
3. _____	19 _____	_____ / 19 _____	\$ _____	\$ _____

Taxpayer's reason for refund (attach supporting documentation):
CREDIT HMSTD

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

Nicholas J Alexander
Signature

11-20-85
Date of Application for Tax Refund

DETERMINATION FOR TAX REFUND: _____ Approval _____ Disapproval

Signature of Authorized Officer _____ Date _____

Signature of Presiding Officer(s) of Taxing Unit(s) for refund applications over \$500 _____ Date _____

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties; 1. Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5,000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed \$2,000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

YEAR(S): 1984-1985

FORM #

FORT BEND CENTRAL APPRAISAL DISTRICT

EMPLOYEE CHANGE

PROPERTY TO BE: ADDED
CHANGED X
DELETED

JURISDICTION SUBMITTED CHANGE

APPROVED BY *[Signature]*

DATE: 9/2/85

NAME CHANGE

ADDRESS CHANGE

EXEMPTION CHANGES

TAXAL CHANGE

VALUE CHANGE

HOPIESTEAD X

ACREAGE CHANGE

AG VALUE CHANGE

OVER 65

JURISDICTION

MISCELLANEOUS

DISABILITY

DELETE

CATEGORY

VETERAN

ORIGINAL ACCOUNT INFO

NEW ACCOUNT INFO

ACT # 6731-01-011-0200-914

ACT #

PROPERTY I.D. - R # 110588

PROPERTY I.D. - R #

OWNER Alexander Nicholas J.

OWNER

ADDRESS 454 Hwy 6 South

ADDRESS

Houston, TX 77079

01 00 13 53 00 01 01 00

0 0 0 0 0 0 0 0

TAXAL 147 20 011 Sec. 1

TAXAL

Pin Oak Village

ACRES

ACRES

EXPLANATION - SOURCE: Act H/S for 1984-1985-App. in file for 1984-1985

ORIGINAL VALUES CATEGORY

NEW VALUES CATEGORY

LAND: MARKET 23000 A1

LAND: MARKET

LAND: AGRICULTURE

LAND: AGRICULTURE

IMPROVEMENTS 30000 A1

IMPROVEMENTS

PERSONAL

PERSONAL

MINERAL

MINERAL

RENDERED VALUE

RENDERED VALUE

HOPIESTEAD

HOPIESTEAD 5000

OVER 65

YEAR

OVER 65

YEAR

FROZEN LEVY

FROZEN LEVY

DISABILITY

DISABILITY

VETERAN

VETERAN

EXEMPTION FLAG

EXEMPTION FLAG

DEPARTMENT / CHANGES MADE:

COM. RES. LAND P.P. MAR. METROL.

PROPERTY CARD DATA FILE AUDIT

SUBMITTED BY:

CLERK *[Signature]*

CUSTOMER

PHONE 496-2895

NO. 1 2 3 4 5 6



MS KATHY NORVELL BLACK
 TAX ASSESSOR-COLLECTOR, FORT BEND COUNTY
 P.O. BOX 399
 RICHMOND, TEXAS 77489

TAX RECEIPT

ORIGINAL

THIS IS YOUR RECEIPT. KEEP IT FOR YOUR RECORDS. THIS RECEIPT IS VALID UPON COLLECTION OF FUNDS.

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE	VALUES	EXEMPTIONS	ACCOUNT NUMBER	RECEIPT NO.	
1984	Supplemental					914-6731-01-011-0200	DS 1104	
	Pin Oak Village I Sec. 1 Lt20 Blk. 11			Land 23,600	Hmstd 129,440			
	Orig pstd 7-5-85 Orig rcpt 78821			Impr 300,000	Hmstd-L 132,440			
						JURIS.	TAX RATE	TAX AMOUNT
						Cnty .27		524.23
						Dyng .08		155.33
						Lrfg .06		114.70
						Total Tax		794.26
						POSTED BY	P & I	103.25
						t/s		
						11-15-85		
						Total Paid		897.51

ALEXANDER NICHOLAS J
 454 Hwy 6 South
 Houston, Tx. 77079

PAID BY N. J. Alexander Jr. 00001644 DATE 7-5-85 METHOD pre-dpstd 7-3-85

88800

00689

MARSHA P. GAINES 07-85
FORT BEND COUNTY
TAX COLLECTOR
1985 TAXES
P. O. BOX 399
RICHMOND, TEXAS 77469

VOID AFTER 120 DAYS

RepublicBank
Richmond
P.O. BOX 519, Richmond, Texas 77469

No 12015
MLA
88-1582/1131

PAY

2,491.16

TO THE ORDER OF

Delmar Distributing Inc
P O Box 580
Richmond, Tx 77469

DATE 12/5/85 AMOUNT \$2,491.16

Marsha P. Gaines
Joyce Sampson
Kathy Hynes

⑆012015⑆ ⑆113115523⑆ 90 0172 7⑆

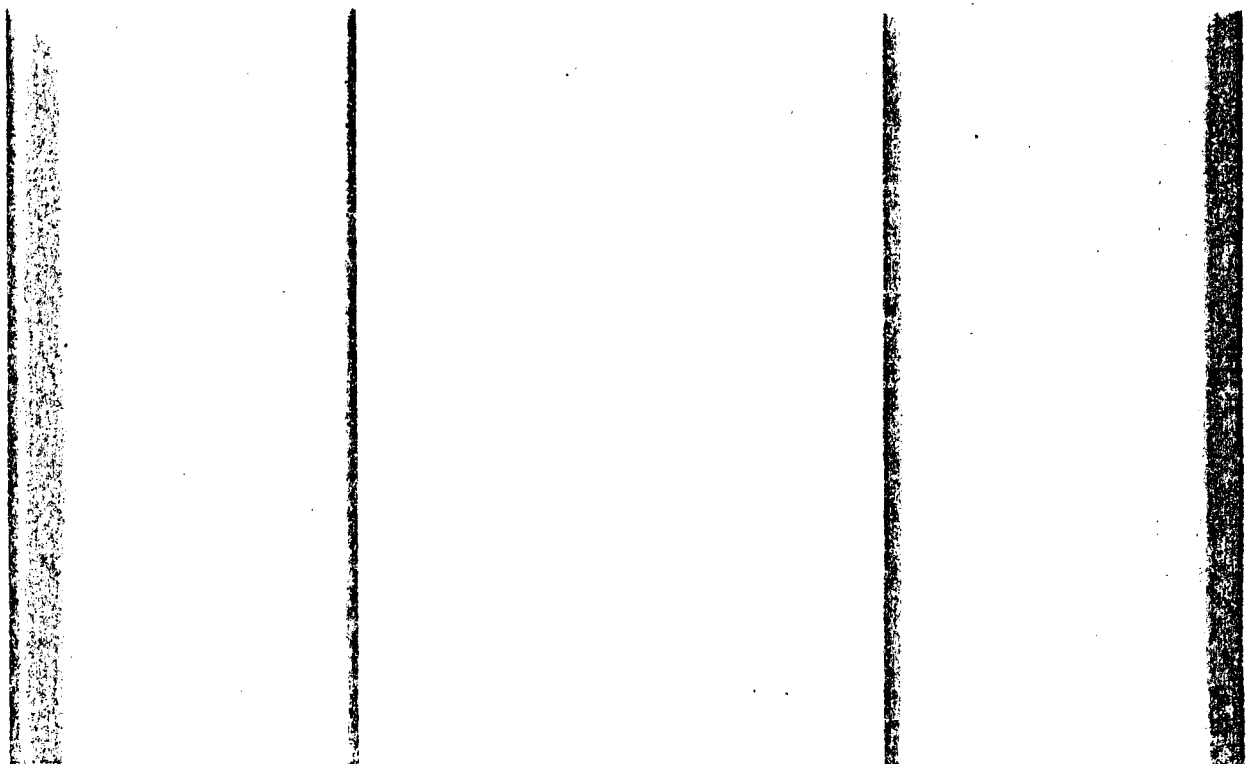
CLARKE CHECKS

MARSHA P. GAINES, FORT BEND COUNTY
TAX COLLECTOR 1985 TAXES

DATE	DESCRIPTION	AMOUNT
12/5/85	Voided receipt #98715 1984 acct #.901-9000-00-011-0240 deleted by CAD	2,491.16

DETACH AND RETAIN THIS STATEMENT

The attached check is in payment of items described above. If not correct please notify us promptly



State Property Tax Board
Tax Refund Application 31.11(4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor
Collecting Tax For: Fort Bend County
(Taxing Units)
P. O. Box 399, Richmond, Tx. 77469
Address
City, State, Zip Code

In order to apply for a tax refund, the following information must be provided by the taxpayer.

IDENTIFICATION OF PROPERTY OWNER:

Name: Delmar Distributing Inc
Address: P. O. Box 580, Richmond, Tx. 77469
Telephone Number (if additional information is needed)

IDENTIFICATION OF PROPERTY:

Description of Property: Inventory, Furniture & Fixtures, Miller Beer Vehicles
Located at 126 Anton Slade Near Rosenberg
Address or Location of Property:
Account Number of Property: 901-9000-00-011-0240 or Tax Receipt Number: 98715

INFORMATION ON PAYMENT OF TAXES:

Name of Taxing Unit From Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Tax Refund Requested
1. <u>Ft. Bend Cnty</u>	19 <u>84</u>	<u>12/10/</u> 19 <u>84</u>	\$ <u>2491.16</u>	\$ <u>2491.16</u>
2. _____	19 _____	_____ / 19 _____	\$ _____	\$ _____
3. _____	19 _____	_____ / 19 _____	\$ _____	\$ _____

Taxpayer's reason for refund (attach supporting documentation):
Delete Per CAD

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct"

[Signature] _____ 12-3-85
Signature Date of Application for Tax Refund

DETERMINATION FOR TAX REFUND: _____ Approval _____ Disapproval

Signature of Authorized Officer _____ Date _____
Signature of Presiding Officer(s) of Taxing Unit(s) for refund applications over \$500 _____ Date _____

Any person who makes a false entry upon the foregoing record shall be subject to one of the following penalties; 1. Imprisonment of not more than 10 years nor less than 2 years and/or a fine of not more than \$5,000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed \$2,000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

FOR OFFICIAL USE ONLY

P19841 (19841)

REF ID: 9090-00-011-0240-903

DELMAR DISTRIBUTING INC

P O BOX 580

RICHMOND, TX 77469

Delmar Distributing Inc

12-10-84 Rpt # 9775

Sheet 502

INVENTORY, FURNITURE & FIXTURES,
MILLER BEER VEHICLES LOCATED AT 124 *Page 1552*

ANTON STADE NEAR ROSENBERG

ENTITIES
SUPP CODE: D - DELETION FROM ENTITY
SHOULD BE IN WALLINGBOROUGH SCHOOL
DISTRICT

***** PREVIOUS
ASSESSED \$ 620,000
TOTAL EX \$ 0
TAXABLE \$ 620,000

***** GAIN OF
TAXABLE \$ -620,000

NO. 366

ORDINANCE APPROVING AND AUTHORIZING THE MAYOR
TO EXECUTE AND THE CITY SECRETARY TO ATTEST
A CONTRACT WITH FORT BEND COUNTY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

WHEREAS, the laws of the State of Texas have placed various requirements on municipalities regarding housing of persons taken into custody by city peace officers, and

WHEREAS, the County of Fort Bend, acting through its duly elected Commissioners' Court, has consented to house such prisoners, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

I.

That the Mayor is authorized to execute and the City Secretary to attest a contract between the City of Stafford, Texas, and Fort Bend County, whereby the City of Stafford will deliver to the Fort Bend County Jail in Richmond, Texas, city prisoners for housing and safe keeping for such periods of time and on terms agreeable to the Sheriff of Fort Bend County, Texas, and Chief of Police of the City of Stafford, with the approval of the Commissioners' Court of Fort Bend County, Texas, and the City Council of the City of Stafford, Texas, as set out in the instrument presented to the City Council on even date herewith, a copy of which is attached hereto.

II.

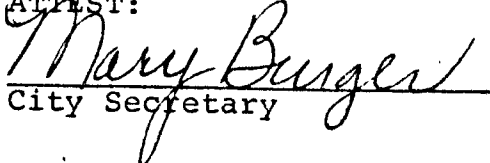
This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 4th day of December, 1985.

CITY OF STAFFORD, TEXAS

BY 
Mayor

ATTEST:


City Secretary

APPROVED:


City Attorney

RESOLUTION OF COMMISSIONERS' COURT
 APPROVING AND AUTHORIZING THE COUNTY JUDGE TO
 EXECUTE AND THE COUNTY CLERK TO ATTEST
 A CONTRACT BETWEEN FORT BEND COUNTY, TEXAS
 AND THE CITY OF STAFFORD, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

On this the 11th day of December, 1985, at a
 Regular-Special Meeting of Commissioners' Court of Fort Bend
 County, Texas, acting as the governing body of Fort Bend
 County, Texas, upon Motion by Commissioner Pressley,
 Seconded by Commissioner Lutts, duly put and
 carried:

WHEREAS, the City of Stafford, Texas, has heretofore,
 through its duly authorized governing body, approved an
 agreement by which the Fort Bend County Sheriff's Department
 may house City prisoners; and

WHEREAS, Commissioners' Court of Fort Bend County, Texas,
 desires to authorize the County Judge to sign and the County
 Clerk to attest such an agreement.

NOW, THEREFORE, BE IT RESOLVED that Jodie E. Stavinoha,
 County Judge of Fort Bend County, Texas, is hereby authorized
 and directed to sign said agreement, in behalf of Fort Bend
 County, Texas, and that Dianne Wilson, County Clerk, is hereby
 authorized to attest same.

COUNTY OF FORT BEND

Jodie E. Stavinoha
 Jodie E. Stavinoha
 County Judge

ATTEST:

Dianne Wilson
 Dianne Wilson
 County Clerk

THE STATE OF TEXAS §
 COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND
 AND THE CITY OF STAFFORD, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Stafford, hereinafter referred to as "City".

WHEREAS, the City desires the County to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the City of Stafford, acting by and through its duly elected governing body has determined that it would be of material benefit to said City to provide for such care of said prisoners and has, therefore, accordingly duly authorized this agreement; and

WHEREAS, the County desires to assist the City in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said city all prisoners of the city under the terms and conditions and for the consideration hereinafter set out; and

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

I.

The County agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this

instrument, accept from the duly authorized law enforcement officers of the City, any and all persons who, under the law of the State of Texas, are prisoners of the respective city. For definition purposes, a City prisoner shall mean those persons charged ONLY with a violation of a city ordinance(s) and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said City prisoners in the County jail subject to the orders of the duly authorized Municipal Magistrate of said City.

The County and the City further agree that once a city prisoner is accepted and committed to the County jail, the Sheriff or his deputy in charge of admissions, will release a City prisoner only when the discharge of the City prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the County or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill City prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy

in charge of admissions at the County jail, shall determine, upon presentation of the City prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the City prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

B. It is further agreed that during the confinement of any City prisoner in the County jail, the County, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all City prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said City, and should any such expense be incurred by the County, the City will reimburse the County for same upon request.

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any City prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of week-ends and holidays. When a City prisoner is removed from the confinement of the County jail by a City police officer, the County releases and assumes no further responsibility for the said City prisoner until such

time as the prisoner is returned to the County jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. City prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of a City prisoner may be accomplished at the County jail.

V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of Twenty Dollars (\$20.00) per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, 1986, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1986, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

The City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, and any and all employees thereof, from any claims for damages for which the Sheriff and/or his employees, or County, may be held liable to a City prisoner because of the acts or omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

VIII.

The execution of this contract and the payment herein provided for are authorized by proper Resolutions and Orders, duly adopted by the Commissioners' Court of Fort Bend County, Texas, and the City of Stafford, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part hereof.

IX.

It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 4th day of December 1985 in duplicate originals by Order of City Council of

City of Stafford, Texas

By: [Signature]
MAYOR

ATTEST:

[Signature]
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

[Signature]
COUNTY JUDGE

ATTEST:

[Signature]
COUNTY CLERK

CITY OF SUGAR LAND ORDINANCE NO. 518

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST A CONTRACT WITH FORT BEND COUNTY, TEXAS, PROVIDING FOR THE HOUSING OF CITY PRISONERS.

WHEREAS, the laws of the State of Texas have placed various requirements on municipalities regarding housing of persons taken into custody by City peace officers, and

WHEREAS, the county of Fort Bend, acting through its duly elected Commissioners' Court, has consented to house such prisoners, and

WHEREAS, the City Council finds there is an immediate need for adequate facilities to house City prisoners and that an emergency exists in that the present agreement with Fort Bend County will expire and a new agreement must be immediately executed, NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF SUGAR LAND, TEXAS:

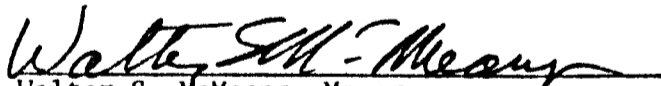
I.

That the Mayor is authorized to execute and the City Secretary to attest a contract between the City of Sugar Land, Texas, and Fort Bend County, whereby the City of Sugar Land will deliver to the Fort Bend County Jail in Richmond, Texas, city prisoners for housing and safe keeping for such periods of time and on terms agreeable to the Sheriff of Fort Bend County, Texas, and Chief of Police of the City of Sugar Land, with the approval of the Commissioners' Court of Fort Bend County, Texas, and the City Council of the City of Sugar Land, Texas, as set out in the instrument presented to the City Council on even date herewith, a copy of which is attached hereto.


II.

The City Council finds the existence of an emergency, and as such this Ordinance shall be effective immediately upon its adoption.

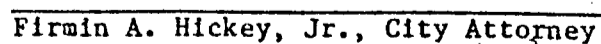
PASSED AND APPROVED this 3rd day of December, 1986.


Walter S. McMeans, Mayor

ATTEST:


Glenda Gundermann, City Secretary

APPROVED by the City Attorney pursuant to Section 6.04 of the Charter of the City of Sugar Land, Texas.


Firmin A. Hickey, Jr., City Attorney

NO. _____

ORDINANCE APPROVING AND AUTHORIZING THE MAYOR
TO EXECUTE AND THE CITY SECRETARY TO ATTEST
A CONTRACT WITH FORT BEND COUNTY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

WHEREAS, the laws of the State of Texas have placed various requirements on municipalities regarding housing of persons taken into custody by city peace officers, and

WHEREAS, the County of Fort Bend, acting through its duly elected Commissioners' Court, has consented to house such prisoners, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS:

I.

That the Mayor is authorized to execute and the City Secretary to attest a contract between the City of Sugar Land, Texas, and Fort Bend County, whereby the City of Sugar Land will deliver to the Fort Bend County Jail in Richmond, Texas, city prisoners for housing and safe keeping for such periods of time and on terms agreeable to the Sheriff of Fort Bend County, Texas, and Chief of Police of the City of Sugar Land, with the approval of the Commissioners' Court of Fort Bend County, Texas, and the City Council of the City of Sugar Land, Texas, as set out in the instrument presented to the City Council on even date herewith, a copy of which is attached hereto.

II.

This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 3rd day of December 19 85

CITY OF SUGAR LAND, TEXAS

BY: Walter S. McLean
Mayor

ATTEST:
[Signature]
City Secretary

APPROVED:
[Signature]
City Attorney

NO. _____

RESOLUTION OF COMMISSIONERS' COURT
 APPROVING AND AUTHORIZING THE COUNTY JUDGE TO
 EXECUTE AND THE COUNTY CLERK TO ATTEST
 A CONTRACT BETWEEN FORT BEND COUNTY, TEXAS
 AND THE CITY OF SUGAR LAND, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS


On this the 16 day of December, 1985, at a
Regular-Special Meeting of Commissioners' Court of Fort Bend
 County, Texas, acting as the governing body of Fort Bend
 County, Texas, upon Motion by Commissioner Pressley,
 Seconded by Commissioner Stuts, duly put and
 carried:

WHEREAS, the City of Sugar Land, Texas, has heretofore,
 through its duly authorized governing body, approved an
 agreement by which the Fort Bend County Sheriff's Department
 may house City prisoners; and

WHEREAS, Commissioners' Court of Fort Bend County, Texas,
 desires to authorize the County Judge to sign and the County
 Clerk to attest such an agreement.

NOW, THEREFORE, BE IT RESOLVED that Jodie E. Stavinoha,
 County Judge of Fort Bend County, Texas, is hereby authorized
 and directed to sign said agreement, in behalf of Fort Bend
 County, Texas, and that Dianne Wilson, County Clerk, is hereby
 authorized to attest same.

COUNTY OF FORT BEND


 Jodie E. Stavinoha
 County Judge

ATTEST:


 Dianne Wilson
 County Clerk

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND
AND THE CITY OF SUGAR LAND, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Sugar Land, hereinafter referred to as "City".

WHEREAS, the City desires the County to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the City of Sugar Land, acting by and through its duly elected governing body has determined that it would be of material benefit to said City to provide for such care of said prisoners and has, therefore, accordingly duly authorized this agreement; and

WHEREAS, the County desires to assist the City in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said city all prisoners of the city under the terms and conditions and for the consideration hereinafter set out; and

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

I.

The County agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this

instrument, except from the duly authorized law enforcement officers of the City, any and all persons who, under the law of the State of Texas, are prisoners of the respective city. For definition purposes, a City prisoner shall mean those persons charged ONLY with a violation of a city ordinance(s) and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said City prisoners in the County jail subject to the orders of the duly authorized Municipal Magistrate of said City.

The County and the City further agree that once a city prisoner is accepted and committed to the County jail, the Sheriff or his deputy in charge of admissions, will release a City prisoner only when the discharge of the City prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the County or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill City prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy

in charge of admissions at the County jail, shall determine, upon presentation of the City prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the City prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

B. It is further agreed that during the confinement of any City prisoner in the County jail, the County, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all City prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said City, and should any such expense be incurred by the County, the City will reimburse the County for same upon request.

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any City prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of week-ends and holidays. When a City prisoner is removed from the confinement of the County jail by a City police officer, the County releases and assumes no further responsibility for the said City prisoner until such

time as the prisoner is returned to the County jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. City prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of a City prisoner may be accomplished at the County jail.

V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of Twenty Dollars (\$20.00) per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, 1986, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1986, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

The City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, and any and all employees thereof, from any claims for damages for which the Sheriff and/or his employees, or County, may be held liable to a City prisoner because of the acts or omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

VIII.

The execution of this contract and the payment herein provided for are authorized by proper Resolutions and Orders, duly adopted by the Commissioners' Court of Fort Bend County, Texas, and the City of Sugar Land, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part hereof.

IX.

It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 3rd day of December 1985 in duplicate originals by Order of City Council of

City of Sugar Land, Texas

By: Walter S. McMeon
MAYOR

ATTEST:

[Signature]
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

[Signature]
COUNTY JUDGE

ATTEST:

[Signature]
COUNTY CLERK

ORDINANCE APPROVING AND AUTHORIZING THE MAYOR
TO EXECUTE AND THE CITY SECRETARY TO ATTEST
A CONTRACT WITH FORT BEND COUNTY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

WHEREAS, the laws of the State of Texas have placed
various requirements on municipalities regarding housing of
persons taken into custody by city peace officers, and

WHEREAS, the County of Fort Bend, acting through its duly
elected Commissioners' Court, has consented to house such
prisoners, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
BEASLEY, TEXAS:

I.

That the Mayor is authorized to execute and the City
Secretary to attest a contract between the City of Beasley,
Texas, and Fort Bend County, whereby the City of Beasley will
deliver to the Fort Bend County Jail in Richmond, Texas, city
prisoners for housing and safe keeping for such periods of time
and on terms agreeable to the Sheriff of Fort Bend County,
Texas, and Chief of Police of the City of Beasley, with the
approval of the Commissioners' Court of Fort Bend County,
Texas, and the City Council of the City of Beasley, Texas, as
set out in the instrument presented to the City Council on even
date herewith, a copy of which is attached hereto.

II.

This Ordinance shall be effective immediately upon its
adoption.

PASSED AND APPROVED this 26th day of NOVEMBER, 1985.

CITY OF BEASLEY, TEXAS

BY *Erwin Randerman Jr.*
Mayor

ATTEST:

Clinton L. ...
City Secretary

APPROVED:

Kent Hartge
City Attorney

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NO. _____

RESOLUTION OF COMMISSIONERS' COURT
APPROVING AND AUTHORIZING THE COUNTY JUDGE TO
EXECUTE AND THE COUNTY CLERK TO ATTEST
A CONTRACT BETWEEN FORT BEND COUNTY, TEXAS
AND THE CITY OF BEASLEY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

On this the 16th day of December, 1985, at a
Regular-Special Meeting of Commissioners' Court of Fort Bend
County, Texas, acting as the governing body of Fort Bend
County, Texas, upon Motion by Commissioner Pressley,
Seconded by Commissioner Lutts, duly put and
carried:

WHEREAS, the City of Beasley, Texas, has heretofore,
through its duly authorized governing body, approved an
agreement by which the Fort Bend County Sheriff's Department
may house City prisoners; and

WHEREAS, Commissioners' Court of Fort Bend County, Texas,
desires to authorize the County Judge to sign and the County
Clerk to attest such an agreement.

NOW, THEREFORE, BE IT RESOLVED that Jodie E. Stavinoha,
County Judge of Fort Bend County, Texas, is hereby authorized
and directed to sign said agreement, in behalf of Fort Bend
County, Texas, and that Dianne Wilson, County Clerk, is hereby
authorized to attest same.

COUNTY OF FORT BEND

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

ATTEST:

Dianne Wilson
Dianne Wilson
County Clerk

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND
AND THE CITY OF BEASLEY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Beasley, hereinafter referred to as "City".

WHEREAS, the City desires the County to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the City of Beasley, acting by and through its duly elected governing body has determined that it would be of material benefit to said City to provide for such care of said prisoners and has, therefore, accordingly duly authorized this agreement; and

WHEREAS, the County desires to assist the City in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said city all prisoners of the city under the terms and conditions and for the consideration hereinafter set out; and

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

I.

The County agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this

instrument, except from the duly authorized law enforcement officers of the City, any and all persons who, under the law of the State of Texas, are prisoners of the respective city. For definition purposes, a City prisoner shall mean those persons charged ONLY with a violation of a city ordinance and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said City prisoners in the County jail subject to the orders of the duly authorized Municipal Magistrate of said City.

The County and the City further agree that once a city prisoner is accepted and committed to the County jail, the Sheriff or his deputy in charge of admissions, will release a City prisoner only when the discharge of the City prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the County or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill City prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy

in charge of admissions at the County jail, shall determine, upon presentation of the City prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the City prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

B. It is further agreed that during the confinement of any City prisoner in the County jail, the County, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all City prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said City, and should any such expense be incurred by the County, the City will reimburse the County for same upon request.

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any City prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of week-ends and holidays. When a City prisoner is removed from the confinement of the County jail by a City police officer, the County releases and assumes no further responsibility for the said City prisoner until such

time as the prisoner is returned to the County jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. City prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of a City prisoner may be accomplished at the County jail.

V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of Twenty Dollars (\$20.00) per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, 1986, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1986, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

The City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, and any and all employees thereof, from any claims for damages for which the Sheriff and/or his employees, or County, may be held liable to a City prisoner because of the acts or omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

VIII.

The execution of this contract and the payment herein provided for are authorized by proper Resolutions and Orders, duly adopted by the Commissioners' Court of Fort Bend County, Texas, and the City of Beasley, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part hereof.

IX.

It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 26th day of NOVEMBER 1985 in duplicate originals by Order of City Council of

City of Beasley, Texas

By Ernie Bandeman Jr.
MAYOR

ATTEST:

Clifton L. ...
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

James E. ...
COUNTY JUDGE

ATTEST:

Janne Wilson
COUNTY CLERK

ORDINANCE APPROVING AND AUTHORIZING THE MAYOR
TO EXECUTE AND THE CITY SECRETARY TO ATTEST
A CONTRACT WITH FORT BEND COUNTY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

WHEREAS, the laws of the State of Texas have placed various requirements on municipalities regarding housing of persons taken into custody by city peace officers, and

WHEREAS, the County of Fort Bend, acting through its duly elected Commissioners' Court, has consented to house such prisoners, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

I.

That the Mayor is authorized to execute and the City Secretary to attest a contract between the City of Fulshear, Texas, and Fort Bend County, whereby the City of Fulshear will deliver to the Fort Bend County Jail in Richmond, Texas, city prisoners for housing and safe keeping for such periods of time and on terms agreeable to the Sheriff of Fort Bend County, Texas, and Chief of Police of the City of Fulshear, with the approval of the Commissioners' Court of Fort Bend County, Texas, and the City Council of the City of Fulshear, Texas, as set out in the instrument presented to the City Council on even date herewith, a copy of which is attached hereto.

II.

This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 25th day of NOVEMBER, 1985.

CITY OF FULSHEAR, TEXAS

BY: Edward Lopez
Mayor

ATTEST:
Carolyn N. Smith
City Secretary

APPROVED:

City Attorney

NO. _____

RESOLUTION OF COMMISSIONERS' COURT
 APPROVING AND AUTHORIZING THE COUNTY JUDGE TO
 EXECUTE AND THE COUNTY CLERK TO ATTEST
 A CONTRACT BETWEEN FORT BEND COUNTY, TEXAS
 AND THE CITY OF FULSHEAR, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

On this the 16th day of December, 1985, at a
 Regular-Special Meeting of Commissioners' Court of Fort Bend
 County, Texas, acting as the governing body of Fort Bend
 County, Texas, upon Motion by Commissioner Pressley,
 Seconded by Commissioner Lutts, duly put and
 carried:

WHEREAS, the City of Fulshear, Texas, has heretofore,
 through its duly authorized governing body, approved an
 agreement by which the Fort Bend County Sheriff's Department
 may house City prisoners; and

WHEREAS, Commissioners' Court of Fort Bend County, Texas,
 desires to authorize the County Judge to sign and the County
 Clerk to attest such an agreement.

NOW, THEREFORE, BE IT RESOLVED that Jodie E. Stavinoha,
 County Judge of Fort Bend County, Texas, is hereby authorized
 and directed to sign said agreement, in behalf of Fort Bend
 County, Texas, and that Dianne Wilson, County Clerk, is hereby
 authorized to attest same.

COUNTY OF FORT BEND

Jodie E. Stavinoha
 Jodie E. Stavinoha
 County Judge

ATTEST:

Dianne Wilson
 Dianne Wilson
 County Clerk

0020

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND
AND THE CITY OF FULSHEAR, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Fulshear, hereinafter referred to as "City".

WHEREAS, the City desires the County to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the City of Fulshear, acting by and through its duly elected governing body has determined that it would be of material benefit to said City to provide for such care of said prisoners and has, therefore, accordingly duly authorized this agreement; and

WHEREAS, the County desires to assist the City in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said city all prisoners of the city under the terms and conditions and for the consideration hereinafter set out; and

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

I.

The County agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this

instrument, except from the duly authorized law enforcement officers of the City, any and all persons who, under the law of the State of Texas, are prisoners of the respective city. For definition purposes, a City prisoner shall mean those persons charged ONLY with a violation of a city ordinance(s) and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said City prisoners in the County jail subject to the orders of the duly authorized Municipal Magistrate of said City.

The County and the City further agree that once a city prisoner is accepted and committed to the County jail, the Sheriff or his deputy in charge of admissions, will release a City prisoner only when the discharge of the City prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the County or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill City prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy

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in charge of admissions at the County jail, shall determine, upon presentation of the City prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the City prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

B. It is further agreed that during the confinement of any City prisoner in the County jail, the County, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all City prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said City, and should any such expense be incurred by the County, the City will reimburse the County for same upon request.

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any City prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of week-ends and holidays. When a City prisoner is removed from the confinement of the County jail by a City police officer, the County releases and assumes no further responsibility for the said City prisoner until such

time as the prisoner is returned to the County jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. City prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of a City prisoner may be accomplished at the County jail.

V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of Twenty Dollars (\$20.00) per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, 1986, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1986, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

The City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, and any and all employees thereof, from any claims for damages for which the Sheriff and/or his employees, or County, may be held liable to a City prisoner because of the acts or omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

VIII.

The execution of this contract and the payment herein provided for are authorized by proper Resolutions and Orders, duly adopted by the Commissioners' Court of Fort Bend County, Texas, and the City of Fulshear, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part hereof.

IX.

It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 25th day of November 1985 in duplicate originals by Order of City Council of

City of Fulshear, Texas

By: *Edward R. Jones*
MAYOR

ATTEST:
Carolyn N. Smith
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

Judith E. Stavinska
COUNTY JUDGE

ATTEST:
Deanne Wilson
COUNTY CLERK

ORDINANCE APPROVING AND AUTHORIZING THE MAYOR
TO EXECUTE AND THE CITY SECRETARY TO ATTEST
A CONTRACT WITH FORT BEND COUNTY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

WHEREAS, the laws of the State of Texas have placed various requirements on municipalities regarding housing of persons taken into custody by city peace officers, and

WHEREAS, the County of Fort Bend, acting through its duly elected Commissioners' Court, has consented to house such prisoners, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF THOMPSONS, TEXAS:

I.

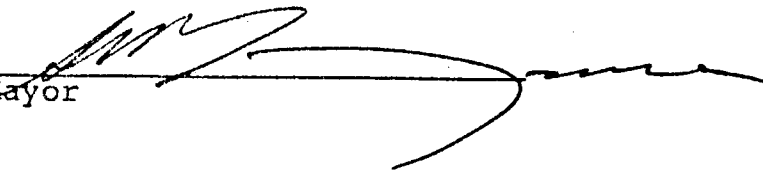
That the Mayor is authorized to execute and the City Secretary to attest a contract between the City of Thompsons, Texas, and Fort Bend County, whereby the City of Thompsons will deliver to the Fort Bend County Jail in Richmond, Texas, city prisoners for housing and safe keeping for such periods of time and on terms agreeable to the Sheriff of Fort Bend County, Texas, and Chief of Police of the City of Thompsons, with the approval of the Commissioners' Court of Fort Bend County, Texas, and the City Council of the City of Thompsons, Texas, as set out in the instrument presented to the City Council on even date herewith, a copy of which is attached hereto.

II.


This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 21st day of November, 1985.

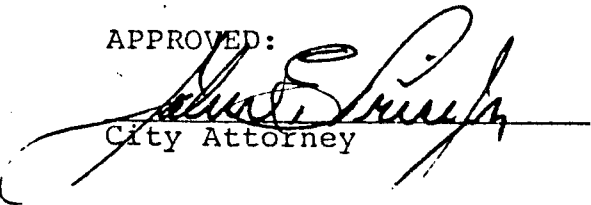
CITY OF THOMPSONS, TEXAS

BY: 
Mayor

ATTEST:


City Secretary

APPROVED:


City Attorney

NO. _____

RESOLUTION OF COMMISSIONERS' COURT
 APPROVING AND AUTHORIZING THE COUNTY JUDGE TO
 EXECUTE AND THE COUNTY CLERK TO ATTEST
 A CONTRACT BETWEEN FORT BEND COUNTY, TEXAS
 AND THE CITY OF THOMPSONS, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

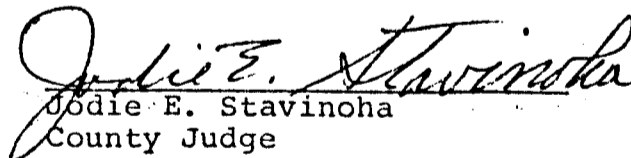
On this the 16th day of December, 1985, at a Regular-Special Meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon Motion by Commissioner Prossley, Seconded by Commissioner Lutts, duly put and carried:

WHEREAS, the City of Thompsons, Texas, has heretofore, through its duly authorized governing body, approved an agreement by which the Fort Bend County Sheriff's Department may house City prisoners; and


WHEREAS, Commissioners' Court of Fort Bend County, Texas, desires to authorize the County Judge to sign and the County Clerk to attest such an agreement.

NOW, THEREFORE, BE IT RESOLVED that Jodie E. Stavinoha, County Judge of Fort Bend County, Texas, is hereby authorized and directed to sign said agreement, in behalf of Fort Bend County, Texas, and that Dianne Wilson, County Clerk, is hereby authorized to attest same.

COUNTY OF FORT BEND


 Jodie E. Stavinoha
 County Judge

ATTEST


 Dianne Wilson
 County Clerk

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THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND
AND THE CITY OF THOMPSONS, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Thompsons, hereinafter referred to as "City".

WHEREAS, the City desires the County to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the City of Thompsons, acting by and through its duly elected governing body has determined that it would be of material benefit to said City to provide for such care of said prisoners and has, therefore, accordingly duly authorized this agreement; and

WHEREAS, the County desires to assist the City in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said city all prisoners of the city under the terms and conditions and for the consideration hereinafter set out; and

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

I.

The County agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this

instrument, except from the duly authorized law enforcement officers of the City, any and all persons who, under the law of the State of Texas, are prisoners of the respective city. For definition purposes, a City prisoner shall mean those persons charged ONLY with a violation of a city ordinance(s) and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said City prisoners in the County jail subject to the orders of the duly authorized Municipal Magistrate of said City.

The County and the City further agree that once a city prisoner is accepted and committed to the County jail, the Sheriff or his deputy in charge of admissions, will release a City prisoner only when the discharge of the City prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the County or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill City prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy

in charge of admissions at the County jail, shall determine, upon presentation of the City prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the City prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

B. It is further agreed that during the confinement of any City prisoner in the County jail, the County, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all City prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said City, and should any such expense be incurred by the County, the City will reimburse the County for same upon request.

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any City prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of week-ends and holidays. When a City prisoner is removed from the confinement of the County jail by a City police officer, the County releases and assumes no further responsibility for the said City prisoner until such

time as the prisoner is returned to the County jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. City prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of a City prisoner may be accomplished at the County jail.

V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of Twenty Dollars (\$20.00) per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, 1986, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1986, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

The City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, and any and all employees thereof, from any claims for damages for which the Sheriff and/or his employees, or County, may be held liable to a City prisoner because of the acts or omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

VIII.

The execution of this contract and the payment herein provided for are authorized by proper Resolutions and Orders, duly adopted by the Commissioners' Court of Fort Bend County, Texas, and the City of Thompsons, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part hereof.

IX.

It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 21st day of November 1985 in duplicate originals by Order of City Council of

City of Thompsons, Texas

By: [Signature]
MAYOR

ATTEST:

[Signature]
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

[Signature]
COUNTY JUDGE

ATTEST:

[Signature]
COUNTY CLERK

ORDINANCE APPROVING AND AUTHORIZING THE MAYOR
TO EXECUTE AND THE CITY SECRETARY TO ATTEST
A CONTRACT WITH FORT BEND COUNTY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

WHEREAS, the laws of the State of Texas have placed
various requirements on municipalities regarding housing of
persons taken into custody by city peace officers, and

WHEREAS, the County of Fort Bend, acting through its duly
elected Commissioners' Court, has consented to house such
prisoners, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
ARCOLA, TEXAS:

I.

That the Mayor is authorized to execute and the City
Secretary to attest a contract between the City of Arcola,
Texas, and Fort Bend County, whereby the City of Arcola will
deliver to the Fort Bend County Jail in Richmond, Texas, city
prisoners for housing and safe keeping for such periods of time
and on terms agreeable to the Sheriff of Fort Bend County,
Texas, and Chief of Police of the City of Arcola, with the
approval of the Commissioners' Court of Fort Bend County,
Texas, and the City Council of the City of Arcola, Texas, as
set out in the instrument presented to the City Council on even
date herewith, a copy of which is attached hereto.

II.

This Ordinance shall be effective immediately upon its
adoption.

PASSED AND APPROVED this 18th day of Nov, 1985.

CITY OF ARCOLA, TEXAS

BY: Mike R. [Signature]
Mayor

ATTEST:

[Signature]
City Secretary

APPROVED:

[Signature]
City Attorney

17

NO. _____

RESOLUTION OF COMMISSIONERS' COURT
 APPROVING AND AUTHORIZING THE COUNTY JUDGE TO
 EXECUTE AND THE COUNTY CLERK TO ATTEST
 A CONTRACT BETWEEN FORT BEND COUNTY, TEXAS
 AND THE CITY OF ARCOLA, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

On this the 16th day of December, 1985, at a
 Regular-Special Meeting of Commissioners' Court of Fort Bend
 County, Texas, acting as the governing body of Fort Bend
 County, Texas, upon Motion by Commissioner Pressley,
 Seconded by Commissioner Luttu, duly put and
 carried:

WHEREAS, the City of Arcola, Texas, has heretofore,
 through its duly authorized governing body, approved an
 agreement by which the Fort Bend County Sheriff's Department
 may house City prisoners; and

WHEREAS, Commissioners' Court of Fort Bend County, Texas,
 desires to authorize the County Judge to sign and the County
 Clerk to attest such an agreement.

NOW, THEREFORE, BE IT RESOLVED that Jodie E. Stavinoha,
 County Judge of Fort Bend County, Texas, is hereby authorized
 and directed to sign said agreement, in behalf of Fort Bend
 County, Texas, and that Dianne Wilson, County Clerk, is hereby
 authorized to attest same.

COUNTY OF FORT BEND

Jodie E. Stavinoha
 Jodie E. Stavinoha
 County Judge

ATTEST:

Dianne Wilson
 Dianne Wilson
 County Clerk

00336

0023 THE STATE OF TEXAS §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND
AND THE CITY OF ARCOLA, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Arcola, hereinafter referred to as "City".

WHEREAS, the City desires the County to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the City of Arcola, acting by and through its duly elected governing body has determined that it would be of material benefit to said City to provide for such care of said prisoners and has, therefore, accordingly duly authorized this agreement; and

WHEREAS, the County desires to assist the City in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said city all prisoners of the city under the terms and conditions and for the consideration hereinafter set out; and

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

I.

The County agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this

instrument, except from the duly authorized law enforcement officers of the City, any and all persons who, under the law of the State of Texas, are prisoners of the respective city. For definition purposes, a City prisoner shall mean those persons charged ONLY with a violation of a city ordinance and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said City prisoners in the County jail subject to the orders of the duly authorized Municipal Magistrate of said City.

The County and the City further agree that once a city prisoner is accepted and committed to the County jail, the Sheriff or his deputy in charge of admissions, will release a City prisoner only when the discharge of the City prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the County or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill City prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy

in charge of admissions at the County jail, shall determine, upon presentation of the City prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the City prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

B. It is further agreed that during the confinement of any City prisoner in the County jail, the County, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all City prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said City, and should any such expense be incurred by the County, the City will reimburse the County for same upon request.

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any City prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of week-ends and holidays. When a City prisoner is removed from the confinement of the County jail by a City police officer, the County releases and assumes no further responsibility for the said City prisoner until such

time as the prisoner is returned to the County jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. City prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of a City prisoner may be accomplished at the County jail.

V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of Twenty Dollars (\$20.00) per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, 1986, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1986, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

The City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, and any and all employees thereof, from any claims for damages for which the Sheriff and/or his employees, or County, may be held liable to a City prisoner because of the acts or omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

VIII.

The execution of this contract and the payment herein provided for are authorized by proper Resolutions and Orders, duly adopted by the Commissioners' Court of Fort Bend County, Texas, and the City of Arcola, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part hereof.

IX.

It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 18th day of November 1985 in duplicate originals by Order of City Council of

City of Arcola, Texas

By: *Mike R. Ray*
MAYOR

ATTEST:

Ann Day
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

James E. Strouder
COUNTY JUDGE

ATTEST:

Arlene Wilson
COUNTY CLERK

17

ORDINANCE APPROVING AND AUTHORIZING THE MAYOR
TO EXECUTE AND THE CITY SECRETARY TO ATTEST
A CONTRACT WITH FORT BEND COUNTY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

WHEREAS, the laws of the State of Texas have placed various requirements on municipalities regarding housing of persons taken into custody by city peace officers, and

WHEREAS, the County of Fort Bend, acting through its duly elected Commissioners' Court, has consented to house such prisoners, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KENDLETON, TEXAS:

I.

That the Mayor is authorized to execute and the City Secretary to attest a contract between the City of Kendleton, Texas, and Fort Bend County, whereby the City of Kendleton will deliver to the Fort Bend County Jail in Richmond, Texas, city prisoners for housing and safe keeping for such periods of time and on terms agreeable to the Sheriff of Fort Bend County, Texas, and Chief of Police of the City of Kendleton, with the approval of the Commissioners' Court of Fort Bend County, Texas, and the City Council of the City of Kendleton, Texas, as set out in the instrument presented to the City Council on even date herewith, a copy of which is attached hereto.

II.

This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 26 day of November, 1985.

CITY OF KENDLETON, TEXAS

BY: [Signature]
Mayor

ATTEST:
[Signature]
City Secretary

APPROVED:
[Signature]
City Attorney

17

NO. _____

RESOLUTION OF COMMISSIONERS' COURT
 APPROVING AND AUTHORIZING THE COUNTY JUDGE TO
 EXECUTE AND THE COUNTY CLERK TO ATTEST
 A CONTRACT BETWEEN FORT BEND COUNTY, TEXAS
 AND THE CITY OF KENDLETON, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

On this the 16th day of December, 1985, at a
 Regular-Special Meeting of Commissioners' Court of Fort Bend
 County, Texas, acting as the governing body of Fort Bend
 County, Texas, upon Motion by Commissioner Pressley,
 Seconded by Commissioner Latta, duly put and
 carried:

WHEREAS, the City of Kendleton, Texas, has heretofore,
 through its duly authorized governing body, approved an
 agreement by which the Fort Bend County Sheriff's Department
 may house City prisoners; and

WHEREAS, Commissioners' Court of Fort Bend County, Texas,
 desires to authorize the County Judge to sign and the County
 Clerk to attest such an agreement.

NOW, THEREFORE, BE IT RESOLVED that Jodie E. Stavinoha,
 County Judge of Fort Bend County, Texas, is hereby authorized
 and directed to sign said agreement, in behalf of Fort Bend
 County, Texas, and that Dianne Wilson, County Clerk, is hereby
 authorized to attest same.

COUNTY OF FORT BEND

Jodie E. Stavinoha
 Jodie E. Stavinoha
 County Judge

ATTEST:

Dianne Wilson
 Dianne Wilson
 County Clerk

00974

THE STATE OF TEXAS §

COUNTY OF FORT BEND §
0023

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND
AND THE CITY OF KENDLETON, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Kendleton, hereinafter referred to as "City".

WHEREAS, the City desires the County to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the City of Kendleton, acting by and through its duly elected governing body has determined that it would be of material benefit to said City to provide for such care of said prisoners and has, therefore, accordingly duly authorized this agreement; and

WHEREAS, the County desires to assist the City in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said city all prisoners of the city under the terms and conditions and for the consideration hereinafter set out; and

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

I.

The County agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this

instrument, accept from the duly authorized law enforcement officers of the City, any and all persons who, under the law of the State of Texas, are prisoners of the respective city. For definition purposes, a City prisoner shall mean those persons charged ONLY with a violation of a city ordinance(s) and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said City prisoners in the County jail subject to the orders of the duly authorized Municipal Magistrate of said City.

The County and the City further agree that once a city prisoner is accepted and committed to the County jail, the Sheriff or his deputy in charge of admissions, will release a City prisoner only when the discharge of the City prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the County or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill City prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy

in charge of admissions at the County jail, shall determine, upon presentation of the City prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the City prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

B. It is further agreed that during the confinement of any City prisoner in the County jail, the County, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all City prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said City, and should any such expense be incurred by the County, the City will reimburse the County for same upon request.

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any City prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of week-ends and holidays. When a City prisoner is removed from the confinement of the County jail by a City police officer, the County releases and assumes no further responsibility for the said City prisoner until such

time as the prisoner is returned to the County jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. City prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of a City prisoner may be accomplished at the County jail.

V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of Twenty Dollars (\$20.00) per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, 1986, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1986, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

The City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, and any and all employees thereof, from any claims for damages for which the Sheriff and/or his employees, or County, may be held liable to a City prisoner because of the acts or omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

VIII.

The execution of this contract and the payment herein provided for are authorized by proper Resolutions and Orders, duly adopted by the Commissioners' Court of Fort Bend County, Texas, and the City of Kendleton, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part hereof.

IX.

It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 26 day of November 1985 in duplicate originals by Order of City Council of

City of Kendleton, Texas

By: *J. M. Meeker*
MAYOR

ATTEST:

Sharon Fountain
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

Jodie E. Stuvinda
COUNTY JUDGE

ATTEST:

Janne Wilson
COUNTY CLERK

ORDINANCE APPROVING AND AUTHORIZING THE MAYOR
TO EXECUTE AND THE CITY SECRETARY TO ATTEST
A CONTRACT WITH FORT BEND COUNTY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

WHEREAS, the laws of the State of Texas have placed
various requirements on municipalities regarding housing of
persons taken into custody by city peace officers, and

WHEREAS, the County of Fort Bend, acting through its duly
elected Commissioners' Court, has consented to house such
prisoners, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
MEADOWS, TEXAS:

I.

That the Mayor is authorized to execute and the City
Secretary to attest a contract between the City of Meadows,
Texas, and Fort Bend County, whereby the City of Meadows will
deliver to the Fort Bend County Jail in Richmond, Texas, city
prisoners for housing and safe keeping for such periods of time
and on terms agreeable to the Sheriff of Fort Bend County,
Texas, and Chief of Police of the City of Meadows, with the
approval of the Commissioners' Court of Fort Bend County,
Texas, and the City Council of the City of Meadows, Texas, as
set out in the instrument presented to the City Council on even
date herewith, a copy of which is attached hereto.

II.

This Ordinance shall be effective immediately upon its
adoption.

PASSED AND APPROVED this 5th day of DECEMBER, 1985.

CITY OF MEADOWS, TEXAS

BY: Sue Trojan
Mayor

ATTEST:

Elaine Steffy
City Secretary

APPROVED:

[Signature]
City Attorney

17

NO. _____

RESOLUTION OF COMMISSIONERS' COURT
 APPROVING AND AUTHORIZING THE COUNTY JUDGE TO
 EXECUTE AND THE COUNTY CLERK TO ATTEST
 A CONTRACT BETWEEN FORT BEND COUNTY, TEXAS
 AND THE CITY OF MEADOWS, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

On this the 16th day of December, 1985, at a
 Regular-Special Meeting of Commissioners' Court of Fort Bend
 County, Texas, acting as the governing body of Fort Bend
 County, Texas, upon Motion by Commissioner Pressley,
 Seconded by Commissioner Lutts, duly put and
 carried:

WHEREAS, the City of Meadows, Texas, has heretofore,
 through its duly authorized governing body, approved an
 agreement by which the Fort Bend County Sheriff's Department
 may house City prisoners; and

WHEREAS, Commissioners' Court of Fort Bend County, Texas,
 desires to authorize the County Judge to sign and the County
 Clerk to attest such an agreement.

NOW, THEREFORE, BE IT RESOLVED that Jodie E. Stavinoha,
 County Judge of Fort Bend County, Texas, is hereby authorized
 and directed to sign said agreement, in behalf of Fort Bend
 County, Texas, and that Dianne Wilson, County Clerk, is hereby
 authorized to attest same.

COUNTY OF FORT BEND

Jodie E. Stavinoha
 Jodie E. Stavinoha
 County Judge

ATTEST:

Dianne Wilson
 Dianne Wilson
 County Clerk

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND
AND THE CITY OF MEADOWS, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Meadows, hereinafter referred to as "City".

WHEREAS, the City desires the County to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the City of Meadows, acting by and through its duly elected governing body has determined that it would be of material benefit to said City to provide for such care of said prisoners and has, therefore, accordingly duly authorized this agreement; and

WHEREAS, the County desires to assist the City in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said city all prisoners of the city under the terms and conditions and for the consideration hereinafter set out; and

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

I.

The County agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this

instrument, except from the duly authorized law enforcement officers of the City, any and all persons who, under the law of the State of Texas, are prisoners of the respective city. For definition purposes, a City prisoner shall mean those persons charged ONLY with a violation of a city ordinance(s) and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said City prisoners in the County jail subject to the orders of the duly authorized Municipal Magistrate of said City.

The County and the City further agree that once a city prisoner is accepted and committed to the County jail, the Sheriff or his deputy in charge of admissions, will release a City prisoner only when the discharge of the City prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the County or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill City prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy

in charge of admissions at the County jail, shall determine, upon presentation of the City prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the City prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

B. It is further agreed that during the confinement of any City prisoner in the County jail, the County, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all City prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said City, and should any such expense be incurred by the County, the City will reimburse the County for same upon request.

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any City prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of week-ends and holidays. When a City prisoner is removed from the confinement of the County jail by a City police officer, the County releases and assumes no further responsibility for the said City prisoner until such

time as the prisoner is returned to the County Jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. City prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of a City prisoner may be accomplished at the County jail.

V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of Twenty Dollars (\$20.00) per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, 1986, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1986, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

The City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, and any and all employees thereof, from any claims for damages for which the Sheriff and/or his employees, or County, may be held liable to a City prisoner because of the acts or omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

VIII.

The execution of this contract and the payment herein provided for are authorized by proper Resolutions and Orders, duly adopted by the Commissioners' Court of Fort Bend County, Texas, and the City of Meadows, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part hereof.

IX.

It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 5th day of DECEMBER 1985 in duplicate originals by Order of City Council of

City of Meadows, Texas

By: Sue Troyer
MAYOR

ATTEST:

Clairie Verft
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

Judith E. Starnobles
COUNTY JUDGE

ATTEST:

Janice Wilson
COUNTY CLERK

ORDINANCE APPROVING AND AUTHORIZING THE MAYOR
TO EXECUTE AND THE CITY SECRETARY TO ATTEST
A CONTRACT WITH FORT BEND COUNTY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

WHEREAS, the laws of the State of Texas have placed
various requirements on municipalities regarding housing of
persons taken into custody by city peace officers, and

WHEREAS, the County of Fort Bend, acting through its duly
elected Commissioners' Court, has consented to house such
prisoners, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
RICHMOND, TEXAS:

I.

That the Mayor is authorized to execute and the City
Secretary to attest a contract between the City of Richmond,
Texas, and Fort Bend County, whereby the City of Richmond will
deliver to the Fort Bend County Jail in Richmond, Texas, city
prisoners for housing and safe keeping for such periods of time
and on terms agreeable to the Sheriff of Fort Bend County,
Texas, and Chief of Police of the City of Richmond, with the
approval of the Commissioners' Court of Fort Bend County,
Texas, and the City Council of the City of Richmond, Texas, as
set out in the instrument presented to the City Council on even
date herewith, a copy of which is attached hereto.

II.

This Ordinance shall be effective immediately upon its
adoption.

PASSED AND APPROVED this 9th day of December, 1985.

CITY OF RICHMOND, TEXAS

BY: Thelma H. Moore
Mayor

ATTEST:

Mona Matak
City Secretary

APPROVED:

City Attorney

17

NO. _____

0029

RESOLUTION OF COMMISSIONERS' COURT
 APPROVING AND AUTHORIZING THE COUNTY JUDGE TO
 EXECUTE AND THE COUNTY CLERK TO ATTEST
 A CONTRACT BETWEEN FORT BEND COUNTY, TEXAS
 AND THE CITY OF RICHMOND, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

On this the 16th day of December, 1985, at a Regular-Special Meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon Motion by Commissioner Pressley, Seconded by Commissioner Latta, duly put and carried:

WHEREAS, the City of Richmond, Texas, has heretofore, through its duly authorized governing body, approved an agreement by which the Fort Bend County Sheriff's Department may house City prisoners; and

WHEREAS, Commissioners' Court of Fort Bend County, Texas, desires to authorize the County Judge to sign and the County Clerk to attest such an agreement.

NOW, THEREFORE, BE IT RESOLVED that Jodie E. Stavinoha, County Judge of Fort Bend County, Texas, is hereby authorized and directed to sign said agreement, in behalf of Fort Bend County, Texas, and that Dianne Wilson, County Clerk, is hereby authorized to attest same.

COUNTY OF FORT BEND

Jodie E. Stavinoha
 Jodie E. Stavinoha
 County Judge

ATTEST:

Dianne Wilson
 Dianne Wilson
 County Clerk

00960

THE STATE OF TEXAS⁰⁰²⁹ §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND
AND THE CITY OF RICHMOND, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Richmond, hereinafter referred to as "City".

WHEREAS, the City desires the County to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the City of Richmond, acting by and through its duly elected governing body has determined that it would be of material benefit to said City to provide for such care of said prisoners and has, therefore, accordingly duly authorized this agreement; and

WHEREAS, the County desires to assist the City in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said city all prisoners of the city under the terms and conditions and for the consideration hereinafter set out; and

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

I.

The County agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this

instrument, accept from the duly authorized law enforcement officers of the City, any and all persons who, under the law of the State of Texas, are prisoners of the respective city. For definition purposes, a City prisoner shall mean those persons charged ONLY with a violation of a city ordinance(s) and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said City prisoners in the County jail subject to the orders of the duly authorized Municipal Magistrate of said City.

The County and the City further agree that once a city prisoner is accepted and committed to the County jail, the Sheriff or his deputy in charge of admissions, will release a City prisoner only when the discharge of the City prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the County or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill City prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy

in charge of admissions at the County jail, shall determine, upon presentation of the City prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the City prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

B. It is further agreed that during the confinement of any City prisoner in the County jail, the County, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all City prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said City, and should any such expense be incurred by the County, the City will reimburse the County for same upon request.

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any City prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of week-ends and holidays. When a City prisoner is removed from the confinement of the County jail by a City police officer, the County releases and assumes no further responsibility for the said City prisoner until such

time as the prisoner is returned to the County jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. City prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of a City prisoner may be accomplished at the County jail.

V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of Twenty Dollars (\$20.00) per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, 1986, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1986, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

The City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, and any and all employees thereof, from any claims for damages for which the Sheriff and/or his employees, or County, may be held liable to a City prisoner because of the acts or omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

VIII.

The execution of this contract and the payment herein provided for are authorized by proper Resolutions and Orders, duly adopted by the Commissioners' Court of Fort Bend County, Texas, and the City of Richmond, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part hereof.

IX.

It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 9th day of December 1985 in duplicate originals by Order of City Council of

City of Richmond, Texas

By: Thelma B. Moore
MAYOR

ATTEST:

Mona M. Vitek
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

Judith E. Stavinoha
COUNTY JUDGE

ATTEST:

Janice Wilson
COUNTY CLERK

ORDINANCE APPROVING AND AUTHORIZING THE MAYOR
TO EXECUTE AND THE CITY SECRETARY TO ATTEST
A CONTRACT WITH FORT BEND COUNTY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

WHEREAS, the laws of the State of Texas have placed various requirements on municipalities regarding housing of persons taken into custody by city peace officers, and

WHEREAS, the County of Fort Bend, acting through its duly elected Commissioners' Court, has consented to house such prisoners, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIMONTON, TEXAS:

I.

That the Mayor is authorized to execute and the City Secretary to attest a contract between the City of Simonton, Texas, and Fort Bend County, whereby the City of Simonton will deliver to the Fort Bend County Jail in Richmond, Texas, city prisoners for housing and safe keeping for such periods of time and on terms agreeable to the Sheriff of Fort Bend County, Texas, and Chief of Police of the City of Simonton, with the approval of the Commissioners' Court of Fort Bend County, Texas, and the City Council of the City of Simonton, Texas, as set out in the instrument presented to the City Council on even date herewith, a copy of which is attached hereto.

II.

This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 19th day of November, 1985.

CITY OF SIMONTON, TEXAS

BY: *Walter B. ...*
Mayor

ATTEST:

Erinice C. ...
City Secretary

APPROVED:

City Attorney

NO. _____

RESOLUTION OF COMMISSIONERS' COURT
 APPROVING AND AUTHORIZING THE COUNTY JUDGE TO
 EXECUTE AND THE COUNTY CLERK TO ATTEST
 A CONTRACT BETWEEN FORT BEND COUNTY, TEXAS
 AND THE CITY OF SIMONTON, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

On this the 16th day of December, 1985, at a Regular-Special Meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon Motion by Commissioner Pressley, Seconded by Commissioner Latta, duly put and carried:

WHEREAS, the City of Simonton, Texas, has heretofore, through its duly authorized governing body, approved an agreement by which the Fort Bend County Sheriff's Department may house City prisoners; and

WHEREAS, Commissioners' Court of Fort Bend County, Texas, desires to authorize the County Judge to sign and the County Clerk to attest such an agreement.

NOW, THEREFORE, BE IT RESOLVED that Jodie E. Stavinoha, County Judge of Fort Bend County, Texas, is hereby authorized and directed to sign said agreement, in behalf of Fort Bend County, Texas, and that Dianne Wilson, County Clerk, is hereby authorized to attest same.

COUNTY OF FORT BEND

Jodie E. Stavinoha
 Jodie E. Stavinoha
 County Judge

ATTEST:

Dianne Wilson
 Dianne Wilson
 County Clerk

00368

0023

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND
AND THE CITY OF SIMONTON, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Simonton, hereinafter referred to as "City".

WHEREAS, the City desires the County to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the City of Simonton, acting by and through its duly elected governing body has determined that it would be of material benefit to said City to provide for such care of said prisoners and has, therefore, accordingly duly authorized this agreement; and

WHEREAS, the County desires to assist the City in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said city all prisoners of the city under the terms and conditions and for the consideration hereinafter set out; and

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

I.

The County agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this

instrument, accept from the duly authorized law enforcement officers of the City, any and all persons who, under the law of the State of Texas, are prisoners of the respective city. For definition purposes, a City prisoner shall mean those persons charged ONLY with a violation of a city ordinance(s) and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said City prisoners in the County jail subject to the orders of the duly authorized Municipal Magistrate of said City.

The County and the City further agree that once a city prisoner is accepted and committed to the County jail, the Sheriff or his deputy in charge of admissions, will release a City prisoner only when the discharge of the City prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the County or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill City prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy

in charge of admissions at the County jail, shall determine, upon presentation of the City prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the City prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

B. It is further agreed that during the confinement of any City prisoner in the County jail, the County, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all City prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said City, and should any such expense be incurred by the County, the City will reimburse the County for same upon request.

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any City prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of week-ends and holidays. When a City prisoner is removed from the confinement of the County jail by a City police officer, the County releases and assumes no further responsibility for the said City prisoner until such

time as the prisoner is returned to the County jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. City prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of a City prisoner may be accomplished at the County jail.

V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of Twenty Dollars (\$20.00) per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, 1986, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1986, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

The City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, and any and all employees thereof, from any claims for damages for which the Sheriff and/or his employees, or County, may be held liable to a City prisoner because of the acts or omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

VIII.

The execution of this contract and the payment herein provided for are authorized by proper Resolutions and Orders, duly adopted by the Commissioners' Court of Fort Bend County, Texas, and the City of Simonton, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part hereof.

IX.

It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 19th day of November 1985 in duplicate originals by Order of City Council of

City of Simonton, Texas

By: *Walter Beland*
MAYOR

ATTEST:

Ernie C. Hill
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

Joe E. Stovicka
COUNTY JUDGE

ATTEST:

Hanne Wilson
COUNTY CLERK

ORDINANCE APPROVING AND AUTHORIZING THE MAYOR
TO EXECUTE AND THE CITY SECRETARY TO ATTEST
A CONTRACT WITH FORT BEND COUNTY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

WHEREAS, the laws of the State of Texas have placed various requirements on municipalities regarding housing of persons taken into custody by city peace officers, and

WHEREAS, the County of Fort Bend, acting through its duly elected Commissioners' Court, has consented to house such prisoners, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLEAK, TEXAS:

I.

That the Mayor is authorized to execute and the City Secretary to attest a contract between the City of Pleak, Texas, and Fort Bend County, whereby the City of Pleak will deliver to the Fort Bend County Jail in Richmond, Texas, city prisoners for housing and safe keeping for such periods of time and on terms agreeable to the Sheriff of Fort Bend County, Texas, and Chief of Police of the City of Pleak, with the approval of the Commissioners' Court of Fort Bend County, Texas, and the City Council of the City of Pleak, Texas, as set out in the instrument presented to the City Council on even date herewith, a copy of which is attached hereto.

II.

This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 4th day of December, 1985.

CITY OF PLEAK, TEXAS

BY: William Possib
Mayor

ATTEST:

Wesley K. Keneke
City Secretary

APPROVED:

City Attorney

NO. _____

RESOLUTION OF COMMISSIONERS' COURT
 APPROVING AND AUTHORIZING THE COUNTY JUDGE TO
 EXECUTE AND THE COUNTY CLERK TO ATTEST
 A CONTRACT BETWEEN FORT BEND COUNTY, TEXAS
 AND THE CITY OF PLEAK, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

On this the 16th day of December, 1985, at a
 Regular-Special Meeting of Commissioners' Court of Fort Bend
 County, Texas, acting as the governing body of Fort Bend
 County, Texas, upon Motion by Commissioner Pressley,
 Seconded by Commissioner Lutts, duly put and
 carried:

WHEREAS, the City of Pleak, Texas, has heretofore, through
 its duly authorized governing body, approved an agreement by
 which the Fort Bend County Sheriff's Department may house City
 prisoners; and

WHEREAS, Commissioners' Court of Fort Bend County, Texas,
 desires to authorize the County Judge to sign and the County
 Clerk to attest such an agreement.

NOW, THEREFORE, BE IT RESOLVED that Jodie E. Stavinoha,
 County Judge of Fort Bend County, Texas, is hereby authorized
 and directed to sign said agreement, in behalf of Fort Bend
 County, Texas, and that Dianne Wilson, County Clerk, is hereby
 authorized to attest same.

COUNTY OF FORT BEND

Jodie E. Stavinoha
 Jodie E. Stavinoha
 County Judge

ATTEST:

Dianne Wilson
 Dianne Wilson
 County Clerk

0023 THE STATE OF TEXAS §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND
AND THE CITY OF PLEAK, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Pleak, hereinafter referred to as "City".

WHEREAS, the City desires the County to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the City of Pleak, acting by and through its duly elected governing body has determined that it would be of material benefit to said City to provide for such care of said prisoners and has, therefore, accordingly duly authorized this agreement; and

WHEREAS, the County desires to assist the City in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

WHEREAS, the Commissioners' Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said city all prisoners of the city under the terms and conditions and for the consideration hereinafter set out; and

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

I.

The County agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this

instrument, accept from the duly authorized law enforcement officers of the City, any and all persons who, under the law of the State of Texas, are prisoners of the respective city. For definition purposes, a City prisoner shall mean those persons charged ONLY with a violation of a city ordinance(s) and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said City prisoners in the County jail subject to the orders of the duly authorized Municipal Magistrate of said City.

The County and the City further agree that once a city prisoner is accepted and committed to the County jail, the Sheriff or his deputy in charge of admissions, will release a City prisoner only when the discharge of the City prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the County or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill City prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy

in charge of admissions at the County jail, shall determine, upon presentation of the City prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the City prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

B. It is further agreed that during the confinement of any City prisoner in the County jail, the County, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all City prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said City, and should any such expense be incurred by the County, the City will reimburse the County for same upon request.

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any City prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of week-ends and holidays. When a City prisoner is removed from the confinement of the County jail by a City police officer, the County releases and assumes no further responsibility for the said City prisoner until such

time as the prisoner is returned to the County jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. City prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of a City prisoner may be accomplished at the County jail.

V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of Twenty Dollars (\$20.00) per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, 1986, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1986, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

The City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, and any and all employees thereof, from any claims for damages for which the Sheriff and/or his employees, or County, may be held liable to a City prisoner because of the acts or omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

VIII.

The execution of this contract and the payment herein provided for are authorized by proper Resolutions and Orders, duly adopted by the Commissioners' Court of Fort Bend County, Texas, and the City of Pleak, each entered upon the Minutes of the Meetings of said organizations, copies of which Resolutions and Orders being attached to this contract and by reference incorporated herein and made a part hereof.

IX.

It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 14th day of December 1985 in duplicate originals by Order of City Council of

City of Pleak, Texas

By: William Powell
MAYOR

ATTEST:

Marcie Krenk
CITY SECRETARY

SIGNED this 16 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

John E. Starnick
COUNTY JUDGE

ATTEST:

Janice Wilson
COUNTY CLERK

13. 10:00 A.M.-HOLD PUBLIC HEARING TO CANCEL AND VACATE RIVERWOOD VILLAGE SECTION 2 AND RIVERWOOD VILLAGE, SECTION 3 IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Order to vacate Riverwood Village Section 2 and Riverwood Section 3 in Precinct 1. (Recorded in minutes in full)

Charles Style representing Todd Development request abandonment of plats of Riverwood Village Section 2 and 3. City of Richmond has approved an order to vacate plats.

14. CONSIDER REPLAT OF RIVERWOOD VILLAGE, SECTION 3 IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone Riverwood Village, Section 3 in Precinct 1 until further study.

Bob Andrews representing Todd Development presented replat of Riverwood Village Section 3.

15. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$91,489.32 TO DRYMALLA CONSTRUCTION CO. FOR PRECINCT 3 MAINTENANCE FACILITY:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve invoice in the amount of \$91,489.32 to Drymalla Construction Co. for Precinct 3 maintenance facility.

16. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$656.98 TO CHRIS DISTEFANO AND INVOICE #1 IN THE AMOUNT OF \$50,195.86 TO THE MARTON CO., INC. FOR PARTIAL COMPLETION OF LAW ENFORCEMENT ACADEMY:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve invoice in the amount of \$656.98 to Chris DiStefano and invoice #1 in the amount of \$50,195.86 to the Marton Co., Inc. for partial completion of Law Enforcement Academy. (Recorded in minutes in full)

17. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$4,464 TO CHRIS DISTEFANO ON PRECINCT 1 MAINTENANCE FACILITY:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve invoice in the amount of \$4,464 to Chris DiStefano on Precinct 1 maintenance facility. (Recorded in minutes in full)

18. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$1,166.24 TO SANDERS & SANDERS ASSOC. INC. FOR INTERIOR DESIGN WORK ON NEW LIBRARY:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve invoice in the amount of \$1,166.24 to Sanders & Sanders Assoc. Inc. for interior design work on new library.

19. DISCUSS AND CONSIDER PERSONNEL DEPT. MONITORING PAYROLL FILE CARDS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize Personnel Dept. to monitor all payroll changes.

Richard Selleh request monitoring of all payroll change cards.

1813

314

OFFICIAL RECORDS

③ 00983

8561039

COMPARED

0029

IN THE MATTER

VACATING AND ABANDONING
RIVERWOOD VILLAGE
SECTION TWO§ COMMISSIONERS COURT
§ OF FORT BEND COUNTY,
§ TEXAS

ORDER

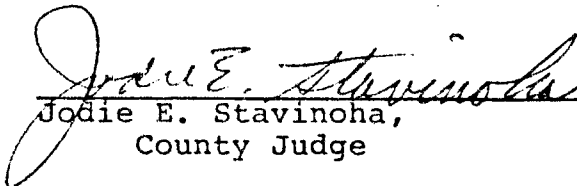
On this the 16 day of December 1985 came to be heard by the Commissioners' Court of Fort Bend County, Texas, the Petition of Todd Development Company (hereinafter sometimes referred to as "Petitioner"), for an Order of this Court to cancel and vacate the subdivision known as Riverwood Village Section Two (the "Subdivision") (located in the J.W. Moore $\frac{1}{4}$ League Abstract No. 61 filed in Volume 28, Page 11 of the Map Records of Fort Bend County, Texas) and to abandon and vacate any easements and rights-of-way to any streets or roads as may have been dedicated on the plat of the Subdivision. Said Petition and the evidence submitted in support hereof having been fully heard and considered by the Court, and the Court finds:

- (1) Pursuant to Article 6626d of the Texas Revised Civil Statutes, Petitioner has caused to be published in a newspaper in Fort Bend County notice of the hearing three (3) times during the period beginning thirty (30) days prior to the date hereof; and
- (2) That Petitioner is the sole owner of legal title to all of the real property located in Riverwood Village Section Two.
- (3) That no valid objections to the cancellation and abandonment the Subdivision known as Riverwood Village Section Two or the abandonment and vacating of any easements and the rights-of-way to any streets or roads as may have been dedicated on the plat of the Subdivision have been asserted by any person having a direct interest therein. And the Court, being of the

OFFICIAL RECORDS

opinion that the Subdivision should be cancelled and abandoned and any easements and rights-of-way to any streets or roads dedicated on the plat of the Subdivision be abandoned and vacated to the extent applied for in the Petition, it is accordingly,

ORDERED, ADJUDGED AND DECREED by the Court that, the Subdivision known as Riverwood Village Section Two, in the J.W. Moore $\frac{1}{4}$ League, Abstract No. 61 (filed in Volume 28, Page 11 of the Map Records of Fort Bend County, Texas) be cancelled and vacated and any easements and rights-of-way to any streets or roads, as may have been dedicated on the plat of the Subdivision be abandoned and vacated.


Jodie E. Stavinoha,
County Judge

Attest:

County Clerk of the
Commissioners' Court of
Fort Bend County, Texas



6785-24
3970/r

OFFICIAL RECORDSAN ORDINANCE

AN ORDINANCE DECLARING THAT THE PLAT OF THAT CERTAIN SUBDIVISION KNOWN AS RIVERWOOD VILLAGE SECTION TWO IN THE J.W. MOORE $\frac{1}{4}$ LEAGUE, ABSTRACT NO. 61 (FILED IN VOLUME 28 AT PAGE 11 OF THE MAP RECORDS OF FORT BEND COUNTY, TEXAS) TOGETHER WITH ANY EASEMENTS, STREETS, OR ROADS LYING WITHIN SAID SUBDIVISION IS HEREBY VACATED AND ABANDONED

WHEREAS, on August 24, 1981, the plat of that certain subdivision known as Riverwood Village, Section Two, in the J. W. Moore $\frac{1}{4}$ League, Abstract No. 61, ("Subdivision") was filed in Volume 28, Page 11 of the Map Records of Fort Bend County, Texas; and

WHEREAS, Todd Development Company, a Texas corporation (hereinafter referred to as "Owner") is the sole owner of legal title to all of the real property situated in the Subdivision; and

WHEREAS, pursuant to Article 974a, Section 5(a) of the Texas Revised Civil Statutes, Owner has sought and obtained from the Commission of the City of Richmond, Fort Bend County, Texas, on September 4, 1985, the approval and consent to vacate and abandon the plat of that certain Subdivision and to declare any easements, streets or roads lying within said Subdivision vacated and abandoned;

NOW, THEREFORE, BE IT ORDAINED by the Commission of the City of Richmond, Fort Bend County, Texas:

Section 1:

That Riverwood Village, Section Two, is cancelled and recorded in Volume 28, Page 11 of the Map Records of Fort Bend County, the plat thereof/vacated; that any easements, streets or Texas roads, lying within Riverwood Village, Section Two, are abandoned and vacated.

Section 2:

The County Clerk of Fort Bend County, Texas, shall write in plain, legible letters across the plat of the subdivision known as Riverwood Village, Section Two, the word "VACATED" and also make reference on the same to the volume and page in which this ordinance of vacation is recorded.

OFFICIAL RECORDSAN ORDINANCE

AN ORDINANCE DECLARING THAT THE PLAT OF THAT CERTAIN SUBDIVISION KNOWN AS RIVERWOOD VILLAGE SECTION THREE IN THE J.W. MOORE ¼ LEAGUE, ABSTRACT NO. 61 (FILED IN VOLUME 28 AT PAGE 12 OF THE MAP RECORDS OF FORT BEND COUNTY, TEXAS) TOGETHER WITH ANY EASEMENTS, STREETS, OR ROADS LYING WITHIN SAID SUBDIVISION IS HEREBY VACATED AND ABANDONED

WHEREAS, on August 24, 1981, the plat of that certain subdivision known as Riverwood Village, Section Three, in the J. W. Moore ¼ League, Abstract No. 61, ("Subdivision") was filed in Volume 28, Page 12 of the Map Records of Fort Bend County, Texas; and

WHEREAS, Todd Development Company, a Texas corporation (hereinafter referred to as "Owner") is the sole owner of legal title to all of the real property situated in the Subdivision, with the exception of Lots 54, 55, 56 and 57, all in Block Two (2) of said Subdivision; and

WHEREAS, pursuant to Article 974(1), Section 5(a), of the Texas Revised Civil Statutes, Owner has obtained from all of the owners of Lots 54, 55, 56 and 57, all in Block Two (2), of the Subdivision consent and approval to vacate and abandon the plat of the Subdivision; and

WHEREAS, pursuant to Article 974a, Section 5(a) of the Texas Revised Civil Statutes, Owner has sought and obtained from the Commission of the City of Richmond, Fort Bend County, Texas, on September 4, 1985, the approval and consent to vacate and abandon the plat of that certain Subdivision and to declare any easements, streets or roads lying within said Subdivision vacated and abandoned;

NOW, THEREFORE, BE IT ORDAINED by the Commission of the City of Richmond, Fort Bend County, Texas:

Section 1:

That Riverwood Village, Section Three, is cancelled and recorded in Volume 28, page 12 of the Map Records of Fort Bend County, the plat thereof /vacated; that any easements, streets or Texas roads, lying within Riverwood Village, Section Three, are abandoned and vacated.

OFFICIAL RECORDS

Section 2:

The County Clerk of Fort Bend County, Texas, shall write in plain, legible letters across the plat of the subdivision known as Riverwood Village, Section Three, the word "VACATED" and also make reference on the same to the volume and page in which this ordinance of vacation is recorded.

APPROVED:

PASSED: SEPTEMBER 4, 1985

APPROVED: SEPTEMBER 4, 1985

Paul Scherer
City Attorney

Thilman G. Moore
Mayor

ATTEST:

Mona Matak
City Clerk

3969/zf
6785-24

FILED

'85 DEC 18 P2:11

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the date and time stamped herein by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped herein by me on

DEC 20 1985



Dianne Wilson
County Clerk, Fort Bend Co., Tex.

Return to Elida

00988

1813

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OFFICIAL RECORDS

0023

8561040

COMPARED

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

CONSENT TO CANCEL AND VACATE
RIVERWOOD VILLAGE, SECTION THREE

The undersigned, MARK W. ELWELL and wife, CHERYL K. ELWELL, are the owners of certain real property situated in Fort Bend County, Texas, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, and do hereby consent to and join in the Application of Todd Development Company, dated as of January 15, 1985, to cancel and vacate the existing subdivision known as RIVERWOOD VILLAGE, SECTION THREE, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 28 at Page 12 of the Map Records of Fort Bend County, Texas.

The undersigned understand that TODD DEVELOPMENT COMPANY wishes to include the property described in Exhibit "A" and other land in the plat of a new subdivision, also to be known as RIVERWOOD VILLAGE, SECTION THREE, by filing a duly executed Plat thereof in the Real Property Records in Fort Bend County, Texas, and the undersigned have consented to and joined in the new Plat by separate instrument of even date herewith.

EXECUTED as of this 20th day of July, 1985.

Mark W. Elwell
Mark W. Elwell

Cheryl K. Elwell
Cheryl K. Elwell

Returned to Elwell

1813 00389
321

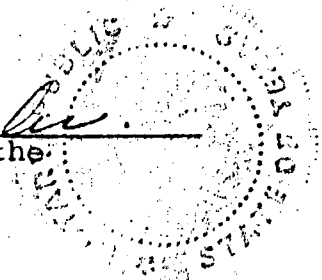
0023

OFFICIAL RECORDS

THE STATE OF TEXAS §
 §
COUNTY OF Ft. Bend. §

This instrument was acknowledged before me on 20th
Feb., 1985, by Mark W. Elwell.

Jean Taylor
Notary in and for the
State of Texas

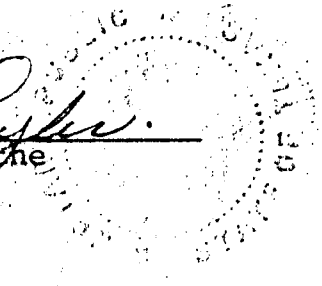


My commission expires:
April 5, 1988

THE STATE OF TEXAS §
 §
COUNTY OF Ft. Bend §

This instrument was acknowledged before me on 20th
Feb., 1985, by Cheryl K. Elwell.

Jean Taylor
Notary in and for the
State of Texas



My commission expires:
April 5, 1988

3967/s1
6785-24

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OFFICIAL RECORDS

0029

AS PER ORIGINAL

EXHIBIT "A"

6600 square feet of land out of the J.W. Moore 1/4 League, Abstract Number 61, Fort Bend County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at a corner post, said corner being in the northwest line of the G.H. & S.A. Railroad and marking the south corner of the John Vacek 10 acre tract;

THENCE S 43 deg. 40' 50" W, 1306.00 feet along a line running 50 feet northwest and parallel to the center line of said railroad, said line being the southeast line of a 100 foot irrigation canal as recorded in Volume 117, Page 556 of the Fort Bend County Deed Records to an angle point;

- THENCE S 16 deg. 06' 10" W, 54.00 feet to an angle point;
- THENCE S 43 deg. 40' 50" W, 547.91 feet to a point for corner;
- THENCE N 46 deg. 19' 10" W, 125.00 feet to a point for corner;
- THENCE N 43 deg. 40' 50" E, 190.00 feet to the POINT OF BEGINNING;
- THENCE N 46 deg. 19' 10" W, 110.00 feet to a point for corner;
- THENCE N 43 deg. 40' 50" E, 60.00 feet to a point for corner;
- THENCE S 46 deg. 19' 10" E, 110.00 feet to a point for corner;
- THENCE S 43 deg. 40' 50" W, 60.00 feet to the POINT OF BEGINNING

The above described property is also known as Lot 54, Block 2, Riverwood Village, Section Three, a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded in Volume 28, Page 12 of the Map Records of said county.

FILED

'85 DEC 18 P2:11

Dianna Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

DEC 20 1985



Dianna Wilson
County Clerk, Fort Bend Co., Tex.

8561041

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

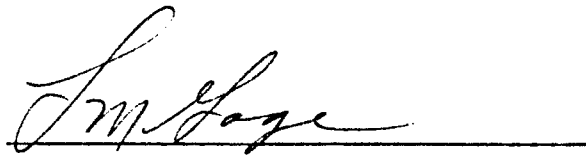
0029

CONSENT TO CANCEL AND VACATE
RIVERWOOD VILLAGE, SECTION THREE

The undersigned, LOWELL M. GAGE and wife, SIGRID CHRISTINE GAGE, are the owners of certain real property situated in Fort Bend County, Texas, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, and do hereby consent to and join in the Application of Todd Development Company, dated as of January 15, 1985, to cancel and vacate the existing subdivision known as RIVERWOOD VILLAGE, SECTION THREE, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 28 at Page 12 of the Map Records of Fort Bend County, Texas.

The undersigned understand that TODD DEVELOPMENT COMPANY wishes to include the property described in Exhibit "A" and other land in the plat of a new subdivision, also to be known as RIVERWOOD VILLAGE, SECTION THREE, by filing a duly executed Plat thereof in the Real Property Records in Fort Bend County, Texas, and the undersigned have consented to and joined in the new Plat by separate instrument of even date herewith.

EXECUTED as of this 19 day of March, 1985.



Lowell M. Gage



Sigrid Christine Gage

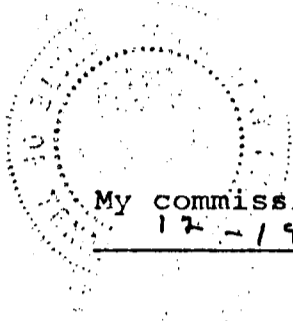
Return to Edda

OFFICIAL RECORDS

0023

THE STATE OF TEXAS §
COUNTY OF Brazoria §

This instrument was acknowledged before me on March
19th, 1985, by Lowell M. Gage.

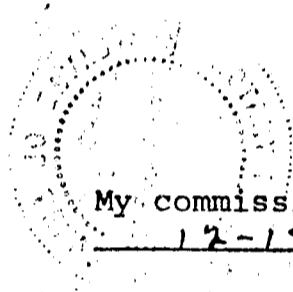


My commission expires:
12-18-85

Daria J. Jordan
Notary in and for the
State of Texas

THE STATE OF TEXAS §
COUNTY OF Brazoria §

This instrument was acknowledged before me on March
19th, 1985, by Sigrid Christine Gage.



My commission expires:
12-18-85

Daria J. Jordan
Notary in and for the
State of Texas

OFFICIAL RECORDS

EXHIBIT "A"

6600 square feet of land out of the J. W. Moore 1/4 League, Abstract Number 61, Fort Bend County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at a corner post, said corner being in the northwest line of the G.H. & S.A. Railroad and marking the south corner of the John Vacek 10 acre tract;

THENCE South 43 deg. 40 min. 50 sec. West, 1306.00 feet along a line running fifty (50') northwest and parallel to the center line of said railroad, said line being the southeast line of a 100 foot irrigation canal as recorded in Volume 117, Page 556 of the Fort Bend County Deed Records to an angle point;

THENCE South 16 deg. 06 min. 10 sec. West, 54.00 feet to an angle point;
 THENCE South 43 deg. 40 min. 50 sec. West, 547.91 feet to a point for corner;
 THENCE North 46 deg. 19 min. 10 sec. West, 125.00 feet to a point for corner;
 THENCE North 43 deg. 40 min. 50 sec. East, 130.00 feet to the POINT OF BEGINNING;
 THENCE North 46 deg. 19 min. 10 sec. West, 110.00 feet to a point for corner;
 THENCE North 43 deg. 40 min. 50 sec. East, 60.00 feet to a point for corner;
 THENCE South 46 deg. 19 min. 10 sec. East, 110.00 feet to a point for corner;
 THENCE South 43 deg. 40 min. 50 sec. West, 60.00 feet to the POINT OF BEGINNING.

The above described property is also known as Lot 55, Block 2, Riverwood Village, Section Three, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 28, Page 12 of the Map Records of said county.

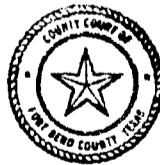
FILED

'85 DEC 18 P2:11

Dianna Wilson
 COUNTY CLERK
 FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
 I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

DEC 20 1985



Dianna Wilson
 County Clerk, Fort Bend Co., Tex.

00994

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8561042

COMPARED

OFFICIAL RECORDS

0029 THE STATE OF TEXAS §
COUNTY OF FORT BEND §

CONSENT TO CANCEL AND VACATE
RIVERWOOD VILLAGE, SECTION THREE

The undersigned, JIMMY ^{J.E.W.} WALLECK and KATHERINE M. ^{Walleck kmw} FLAGG, are the owners of certain real property situated in Fort Bend County, Texas, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, and do hereby consent to and join in the Application of Todd Development Company, dated as of January 15, 1985, to cancel and vacate the existing subdivision known as RIVERWOOD VILLAGE, SECTION THREE, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 28 at Page 12 of the Map Records of Fort Bend County, Texas.

The undersigned understand that TODD DEVELOPMENT COMPANY wishes to include the property described in Exhibit "A" and other land in the plat of a new subdivision, also to be known as RIVERWOOD VILLAGE, SECTION THREE, by filing a duly executed Plat thereof in the Real Property Records in Fort Bend County, Texas, and the undersigned have consented to and joined in the new Plat by separate instrument of even date herewith.

EXECUTED as of this 5 day of March, 1985.

Jimmy E. Walleck

Jimmy E. Walleck
J.E.W.

Katherine M. Flagg Walleck

Katherine M. Flagg kmw
Walleck

Recorded to Order

1813 327

00395

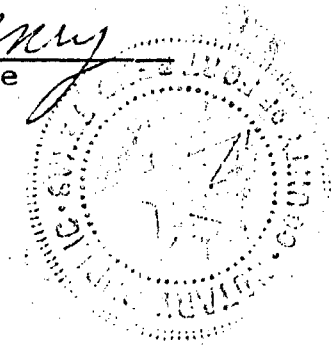
OFFICIAL RECORDS

0029

THE STATE OF TEXAS §
COUNTY OF Fl. Bend §

This instrument was acknowledged before me on March
5, 1985, by Jimmy J.E.W. Walleck.

Clarice Henry
Notary in and for the
State of Texas

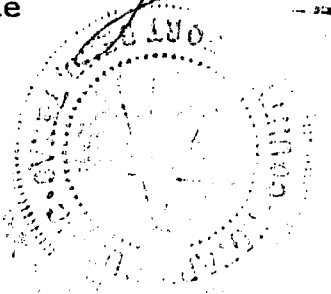


My commission expires:
12-16-88

THE STATE OF TEXAS §
COUNTY OF Fl. Bend §

This instrument was acknowledged before me on March
5, 1985, by Katherine M. Flagg Walleck KMW

Clarice Henry
Notary in and for the
State of Texas



My commission expires:
12-16-88

3967/s7
6785-24

OFFICIAL RECORDS

EXHIBIT "A"

Description of 7700 Square Feet of Land Out of the J. W. Moore
1/4 League, Abstract Number 61, Fort Bend County, Texas.

COMMENCING at a corner post, said corner being in the northwest
line of the G.H. & S.A. Railroad and marking the south corner
of the John Vacek 10 acre tract;

THENCE S 43° 40' 50" W, 1306.00 feet along a line running 50
feet northwest and parallel to the center line of said rail-
road, said line being the southeast line of a 100 foot irrigation
canal as recorded in Volume 117, Page 556 of the Fort Bend
County Deed Records to an angle point;

THENCE S 16° 06' 10" W, 54.00 feet to an angle point;

THENCE S 43° 40' 50" W, 547.91 feet to a point for corner;

THENCE W 46° 19' 10" W, 125.00 feet to the POINT OF BEGINNING;

THENCE continuing N 46° 19' 10" W, 110.00 feet to a point for corner;

THENCE N 43° 40' 50" E, 70.00 feet to a point for corner;

THENCE S 46° 19' 10" E, 110.00 feet to a point for corner;

THENCE S 43° 40' 50" W, 70.00 feet to the POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 7700 SQUARE FEET OF LAND,
MORE OR LESS.

The above described property is also known
as Lot 57, Block 2, Riverwood Village, Section Three,
a subdivision in Fort Bend County, Texas according to
the map or plat thereof recorded in Volume 28, Page
12 of the Map Records of said county.

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

CONSENT TO CANCEL AND VACATE
RIVERWOOD VILLAGE, SECTION THREE

The undersigned, JAMES ARTHUR LINDEMANN and wife, SANDRA JOYCE LINDEMANN, are the owners of certain real property situated in Fort Bend County, Texas, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, and do hereby consent to and join in the Application of Todd Development Company, dated as of January 15, 1985, to cancel and vacate the existing subdivision known as RIVERWOOD VILLAGE, SECTION THREE, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 28 at Page 12 of the Map Records of Fort Bend County, Texas.

The undersigned understand that TODD DEVELOPMENT COMPANY wishes to include the property described in Exhibit "A" and other land in the plat of a new subdivision, also to be known as RIVERWOOD VILLAGE, SECTION THREE, by filing a duly executed Plat thereof in the Real Property Records in Fort Bend County, Texas, and the undersigned have consented to and joined in the new Plat by separate instrument of even date herewith.

EXECUTED as of this 20 day of Feb, 1985.

James Arthur Lindemann
James Arthur Lindemann

Sandra Joyce Lindemann
Sandra Joyce Lindemann

OFFICIAL RECORDS

0023

THE STATE OF TEXAS §
COUNTY OF H Bnd §

This instrument was acknowledged before me on Feb, 1985, by James Arthur Lindemann. W

Geo G Roane
Notary in and for the
State of Texas

My commission expires:
2-28-89

THE STATE OF TEXAS §
COUNTY OF H Bnd §

This instrument was acknowledged before me on Feb, 1985, by Sandra Joyce Lindemann. W

Geo G Roane
Notary in and for the
State of Texas
Geo G Roane

My commission expires:
2-28-89

EXHIBIT "A"

6600 square feet of land out of the J.W. Moore 1/4 League, Abstract Number 61, Fort Bend County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at a corner post, said corner being in the northwest line of the G.H. & S.A. Railroad and marking the south corner of the John Vacek ten (10) acre tract:

THENCE S 43 deg. 40' 50" W, 1306.00 feet along a line running fifty feet (50') northwest and parallel to the center line of said line being the southeast line of a one hundred foot (100') irrigation canal as recorded in Volume 117, Page 556 of the Deed Records of Fort Bend County, Texas, to an angle point;

THENCE S 16 deg. 06' 10" W, 54.00 feet to an angle point;
 THENCE S 43 deg. 40' 50" W, 547.91 feet to a point for corner;
 THENCE N 46 deg. 19' 10" W, 125.00 feet to a point for corner;
 THENCE N 43 deg. 40' 50" E, 70.00 feet to the POINT OF BEGINNING;
 THENCE N 46 deg. 19' 10" W, 110.00 feet to a point for corner;
 THENCE N 43 deg. 40' 50" E, 60.00 feet to a point for corner;
 THENCE S 46 deg. 19' 10" E, 110.00 feet to a point for corner;
 THENCE S 43 deg. 40' 50" W, 60.00 feet to the POINT OF BEGINNING.

The above described property is also known as Lot 56, Block 2, Riverwood Village, Section Three, a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded in Volume 28, Page 12, of the Map Records of said county.

FILED

'85 DEC 18 P2:11

Dianna Wilson
 COUNTY CLERK
 FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
 I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

DEC 20 1985



Dianna Wilson
 County Clerk, Fort Bend Co., Tex.

OFFICIAL RECORDS

↑

0029 THE STATE OF TEXAS §
COUNTY OF FORT BEND §

LIENHOLDER'S CONSENT TO CANCEL AND VACATE
RIVERWOOD VILLAGE, SECTION THREE

The undersigned, SAM HOUSTON MORTGAGE CORPORATION, the owner and holder of an existing lien upon certain real property situated in Fort Bend County, Texas, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, does hereby consent to and join in the Application of Todd Development Company, dated as of January 15, 1985, to cancel and vacate the existing subdivision known as RIVERWOOD VILLAGE, SECTION THREE, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 28 at Page 12 of the Map Records of Fort Bend County, Texas.

The undersigned understands that the owners of the property described on Exhibit "A" wish to join with TODD DEVELOPMENT COMPANY to include the property described in Exhibit "A" and other land in the plat of a new subdivision, also to be known as RIVERWOOD VILLAGE, SECTION THREE, by filing a duly executed Plat thereof in the Real Property Records in Fort Bend County, Texas, and the undersigned have consented to and joined in the new Plat by separate instrument of even date herewith.

This consent to cancel and vacate the existing subdivision and consent to and joinder in the new plat shall not be construed or operate as a release of any of the said liens owned or held by the undersigned, or any part thereof.

EXECUTED as of this 14TH day of MARCH, 1985.

SAM HOUSTON MORTGAGE CORPORATION

By: Douglas K. Shannon
Douglas K. Shannon
Title: Executive Vice President

Recorded by Eleda

OFFICIAL RECORDS

0023

EXHIBIT "A"

6600 square feet of land out of the J. W. Moore 1/4 League, Abstract Number 61, Fort Bend County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at a corner post, said corner being in the northwest line of the G.H. & S.A. Railroad and marking the south corner of the John Vacek 10 acre tract;

THENCE South 43 deg. 40 min. 50 sec. West, 1306.00 feet along a line running fifty (50') northwest and parallel to the center line of said railroad, said line being the southeast line of a 100 foot irrigation canal as recorded in Volume 117, Page 556 of the Fort Bend County Deed Records to an angle point;

THENCE South 16 deg. 06 min. 10 sec. West, 54.00 feet to an angle point;

THENCE South 43 deg. 40 min. 50 sec. West, 547.91 feet to a point for corner;

THENCE North 46 deg. 19 min. 10 sec. West, 125.00 feet to a point for corner;

THENCE North 43 deg. 40 min. 50 sec. East, 130.00 feet to the POINT OF BEGINNING;

THENCE North 46 deg. 19 min. 10 sec. West, 110.00 feet to a point for corner;

THENCE North 43 deg. 40 min. 50 sec. East, 60.00 feet to a point for corner;

THENCE South 46 deg. 19 min. 10 sec. East, 110.00 feet to a point for corner;

THENCE South 43 deg. 40 min. 50 sec. West, 60.00 feet to the POINT OF BEGINNING.

The above described property is also known as Lot 55, Block 2, Riverwood Village, Section Three, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 28, Page 12 of the Map Records of said county.

EXHIBIT A

Page 1 of 2

EXHIBIT "A"

6600 square feet of land out of the J.W. Moore 1/4 League, Abstract Number 61, Fort Bend County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at a corner post, said corner being in the northwest line of the G.H. & S.A. Railroad and marking the south corner of the John Vacek ten (10) acre tract:

THENCE S 43 deg. 40' 50" W, 1306.00 feet along a line running fifty feet (50') northwest and parallel to the center line of said line being the southeast line of a one hundred foot (100') irrigation canal as recorded in Volume 117, Page 556 of the Deed Records of Fort Bend County, Texas, to an angle point;

THENCE S 16 deg. 06' 10" W, 54.00 feet to an angle point;
 THENCE S 43 deg. 40' 50" W, 547.91 feet to a point for corner;
 THENCE N 46 deg. 19' 10" W, 125.00 feet to a point for corner;
 THENCE N 43 deg. 40' 50" E, 70.00 feet to the POINT OF BEGINNING;
 THENCE N 46 deg. 19' 10" W, 110.00 feet to a point for corner;
 THENCE N 43 deg. 40' 50" E, 60.00 feet to a point for corner;
 THENCE S 46 deg. 19' 10" E, 110.00 feet to a point for corner;
 THENCE S 43 deg. 40' 50" W, 60.00 feet to the POINT OF BEGINNING.

The above described property is also known as Lot 56, Block 2; Riverwood Village, Section Three, a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded in Volume 28, Page 12, of the Map Records of said county.

FILED

'85 DEC 18 P2:12

Dianne Wilson
 COUNTY CLERK
 FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
 I, hereby certify that this instrument was filed on the
 date and time stamped hereon by me and was duly recorded in
 the volume and page of the named records of Fort Bend
 County, Texas as stamped hereon by me on

DEC 20 1985



Dianne Wilson
 County Clerk, Fort Bend Co., Tex.

EXHIBIT A

Page 2 of 2

0029

8561045

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

COMMISSIONER

LIENHOLDER'S CONSENT TO CANCEL AND VACATE
RIVERWOOD VILLAGE, SECTION THREE

The undersigned, WESTERN PACIFIC FINANCIAL CORPORATION, the owner and holder of an existing lien upon certain real property situated in Fort Bend County, Texas, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, does hereby consent to and join in the Application of Todd Development Company, dated as of January 15, 1985, to cancel and vacate the existing subdivision known as RIVERWOOD VILLAGE, SECTION THREE, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 28 at Page 12 of the Map Records of Fort Bend County, Texas.

The undersigned understands that the owners of the property described on Exhibit "A" wish to join with TODD DEVELOPMENT COMPANY to include the property described in Exhibit "A" and other land in the plat of a new subdivision, also to be known as RIVERWOOD VILLAGE, SECTION THREE, by filing a duly executed Plat thereof in the Real Property Records in Fort Bend County, Texas, and the undersigned have consented to and joined in the new Plat by separate instrument of even date herewith.

This consent to cancel and vacate the existing subdivision and consent to and joinder in the new plat shall not be construed or operate as a release of any of the said liens owned or held by the undersigned, or any part thereof.

EXECUTED as of this _____ day of APR 8 1985, 1985.
Federal National Mortgage Association
by Shearson/American Express Mortgage Corporation
Its Attorney-in-Fact
~~WESTERN PACIFIC~~
~~FINANCIAL CORPORATION~~

By: Shirley J. Miller
Title: SHIRLEY J. MILLER
Vice President

Recorded by Elodie

OFFICIAL RECORDS

0029

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____
_____, 1985, by _____
_____ of Western Pacific
Financial Corporation, on behalf of said corporation.

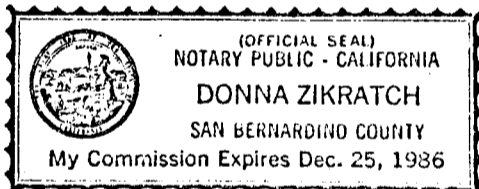
Notary in and for the
State of _____

My commission expires:

3967/t7
6785-24

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

On APR 8 1985, before me, personally appeared SHIRLEY J. MILLER, known to me to be the Vice President of Shearson/American Express Mortgage Corporation, and known to me to be the person who executed the within instrument on behalf of said Shearson/American Express Mortgage Corporation, the corporation that executed and who name is subscribed to the within instrument as the Attorney-in-Fact of FEDERAL NATIONAL MORTGAGE ASSOCIATION thereto as principal and the name of SHEARSON/AMERICAN EXPRESS MORTGAGE CORPORATION as Attorney-in-Fact for said FEDERAL NATIONAL MORTGAGE ASSOCIATION, and that said SHEARSON/AMERICAN EXPRESS MORTGAGE CORPORATION executed the same as such Attorney-in-Fact.



Donna Zikratch
Notary Public in and for said County and State

0029

EXHIBIT "A"

Description of 7700 Square Feet of Land Out of the J. W. Moore
1/4 League, Abstract Number 61, Fort Bend County, Texas.

COMMENCING at a corner post, said corner being in the northwest
line of the G.H. & S.A. Railroad and marking the south corner
of the John Vacek 10 acre tract;

THENCE S 43° 40' 50" W, 1306.00 feet along a line running 50
feet northwest and parallel to the center line of said rail-
road, said line being the southeast line of a 100 foot irrigation
canal as recorded in Volume 117, Page 556 of the Fort Bend
County Deed Records to an angle point;

THENCE S 16° 06' 10" W, 54.00 feet to an angle point;

THENCE S 43° 40' 50" W, 547.91 feet to a point for corner;

THENCE N 46° 19' 10" W, 125.00 feet to the POINT OF BEGINNING;

THENCE continuing N 46° 19' 10" W, 110.00 feet to a point for corner;

THENCE N 43° 40' 50" E, 70.00 feet to a point for corner;

THENCE S 46° 19' 10" E, 110.00 feet to a point for corner;

THENCE S 43° 40' 50" W, 70.00 feet to the POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 7700 SQUARE FEET OF LAND,
MORE OR LESS.

The above described property is also known
as Lot 57, Block 2, Riverwood Village, Section Three,
a subdivision in Fort Bend County, Texas according to
the map or plat thereof recorded in Volume 28, Page
12 of the Map Records of said county.

8561046

COMPILED

1813

341

01667

OFFICIAL RECORDS

0029

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

LIENHOLDER'S CONSENT TO CANCEL AND VACATE
RIVERWOOD VILLAGE, SECTION THREE

The undersigned, WESTERN PACIFIC CORPORATION, the owner and holder of an existing lien upon certain real property situated in Fort Bend County, Texas, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, does hereby consent to and join in the Application of Todd Development Company, dated as of January 15, 1985, to cancel and vacate the existing subdivision known as RIVERWOOD VILLAGE, SECTION THREE, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 28 at Page 12 of the Map Records of Fort Bend County, Texas.

The undersigned understands that the owners of the property described on Exhibit "A" wish to join with TODD DEVELOPMENT COMPANY to include the property described in Exhibit "A" and other land in the plat of a new subdivision, also to be known as RIVERWOOD VILLAGE, SECTION THREE, by filing a duly executed Plat thereof in the Real Property Records in Fort Bend County, Texas, and the undersigned have consented to and joined in the new Plat by separate instrument of even date herewith.

This consent to cancel and vacate the existing subdivision and consent to and joinder in the new plat shall not be construed or operate as a release of any of the said liens owned or held by the undersigned, or any part thereof.

EXECUTED as of this _____ day of APR 8 1985, 1985.
Federal National Mortgage Association
by Shearson/American Express Mortgage Corporation
Its Attorney-in-Fact
~~WESTERN PACIFIC CORPORATION~~

By: Shirley J. Miller
Title: SHIRLEY J. MILLER
Vice President

01008

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on _____
_____, 1985, by _____ of Western Pacific
Corporation, on behalf of said corporation.

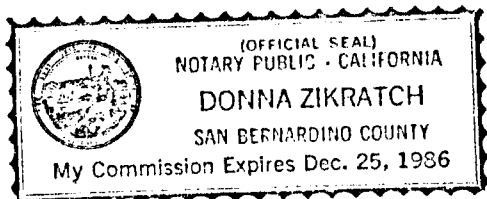
Notary in and for the
State of _____

My commission expires:

3967/t
6785-24

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

On APR 8 1985, before me, personally appeared SHIRLEY J. MILLER, known to me to be the Vice President of Shearson/American Express Mortgage Corporation, and known to me to be the person who executed the within instrument on behalf of said Shearson/American Express Mortgage Corporation, the corporation that executed and who name is subscribed to the within instrument as the Attorney-in-Fact of FEDERAL NATIONAL MORTGAGE ASSOCIATION thereto as principal and the name of SHEARSON/AMERICAN EXPRESS MORTGAGE CORPORATION as Attorney-in-Fact for said FEDERAL NATIONAL MORTGAGE ASSOCIATION, and that said SHEARSON/AMERICAN EXPRESS MORTGAGE CORPORATION executed the same as such Attorney-in-Fact.



Donna Zikratch
Notary Public in and for said County and State.

AS PER ORIGINAL

OFFICIAL RECORDS

EXHIBIT "A"

6600 square feet of land out of the J.W. Moore 1/4 League, Abstract Number 61, Fort Bend County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at a corner post, said corner being in the northwest line of the G.H. & S.A. Railroad and marking the south corner of the John Vacek 10 acre tract;

THENCE S 43 deg. 40' 50" W, 1306.00 feet along a line running 50 feet northwest and parallel to the center line of said railroad, said line being the southeast line of a 100 foot irrigation canal as recorded in Volume 117, Page 556 of the Fort Bend County Deed Records to an angle point;

- THENCE S 16 deg. 06' 10" W, 54.00 feet to an angle point;
- THENCE S 43 deg. 40' 50" W, 547.91 feet to a point for corner;
- THENCE N 46 deg. 19' 10" W, 125.00 feet to a point for corner;
- THENCE N 43 deg. 40' 50" E, 190.00 feet to the POINT OF BEGINNING;
- THENCE N 46 deg. 19' 10" W, 110.00 feet to a point for corner;
- THENCE N 43 deg. 40' 50" E, 60.00 feet to a point for corner;
- THENCE S 46 deg. 19' 10" E, 110.00 feet to a point for corner;
- THENCE S 43 deg. 40' 50" W, 60.00 feet to the POINT OF BEGINNING

The above described property is also known as Lot 54, Block 2, Riverwood Village, Section Three, a subdivision in Fort Bend County, Texas according to the map or plat thereof recorded in Volume 28, Page 12 of the Map Records of said county.

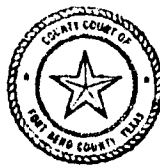
FILED

'85 DEC 18 P2:12

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND
I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

DEC 20 1985



Dianne Wilson
County Clerk, Fort Bend Co., Tex.

8/11/85

01610

1813 344

1
8561047

COMPARED

OFFICIAL RECORDS

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

LIENHOLDER'S CONSENT TO CANCEL AND VACATE
RIVERWOOD VILLAGE, SECTION THREE

The undersigned, BRENDA J. PLACETTE, formerly known as, BRENDA J. FERGUSON, the owner and holder of an existing lien upon certain real property situated in Fort Bend County, Texas, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes, does hereby consent to and join in the Application of Todd Development Company, dated as of January 15, 1985, to cancel and vacate the existing subdivision known as RIVERWOOD VILLAGE, SECTION THREE, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 28 at Page 12 of the Map Records of Fort Bend County, Texas.

The undersigned understands that the owners of the property described on Exhibit "A" wish to join with TODD DEVELOPMENT COMPANY to include the property described in Exhibit "A" and other land in the plat of a new subdivision, also to be known as RIVERWOOD VILLAGE, SECTION THREE, by filing a duly executed Plat thereof in the Real Property Records in Fort Bend County, Texas, and the undersigned have consented to and joined in the new Plat by separate instrument of even date herewith.

This consent to cancel and vacate the existing subdivision and consent to and joinder in the new plat shall not be construed or operate as a release of any of the said liens owned or held by the undersigned, or any part thereof.

EXECUTED as of this 4th day of Sept., 1985.


BRENDA J. PLACETTE

Recorded by Eric

OFFICIAL RECORDS

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on Sept.
4th, 1985, by Brenda J. Placette.

Ken E. Patton

Notary in and for the
State of Texas

KEN E. PATTON
Notary Public, State of Texas
My Commission Expires 3-16-88

My commission expires:
3/16/88

3967/t5
6785-24



EXHIBIT "A"

6600 square feet of land out of the J. W. Moore 1/4 League, Abstract Number 61, Fort Bend County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at a corner post, said corner being in the northwest line of the G.H. & S.A. Railroad and marking the south corner of the John Vacek 10 acre tract;

THENCE South 43 deg. 40 min. 50 sec. West, 1306.00 feet along a line running fifty (50') northwest and parallel to the center line of said railroad, said line being the southeast line of a 100 foot irrigation canal as recorded in Volume 117, Page 556 of the Fort Bend County Deed Records to an angle point;

THENCE South 16 deg. 06 min. 10 sec. West, 54.00 feet to an angle point;

THENCE South 43 deg. 40 min. 50 sec. West, 547.91 feet to a point for corner;

THENCE North 46 deg. 19 min. 10 sec. West, 125.00 feet to a point for corner;

THENCE North 43 deg. 40 min. 50 sec. East, 130.00 feet to the POINT OF BEGINNING;

THENCE North 46 deg. 19 min. 10 sec. West, 110.00 feet to a point for corner;

THENCE North 43 deg. 40 min. 50 sec. East, 60.00 feet to a point for corner;

THENCE South 46 deg. 19 min. 10 sec. East, 110.00 feet to a point for corner;

THENCE South 43 deg. 40 min. 50 sec. West, 60.00 feet to the POINT OF BEGINNING.

The above described property is also known as Lot 55, Block 2, Riverwood Village, Section Three, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded in Volume 28, Page 12 of the Map Records of said county.

FILED

'85 DEC 18 P2:12

Dianna Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF FORT BEND

I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

DEC 20 1985

EXHIBIT A

Page 1 of



Dianna Wilson
County Clerk, Fort Bend Co., Tex.

One
11/18

#14

01013

INVOICE

FOR COURT AGENDA MONDAY, DECEMBER 16, 1985

TO: FORT BEND COUNTY COMMISSIONERS COURT
Hon. Jodie Stavinoha, County Judge
P.O. Box 368
Richmond, Texas 77469

FROM: CHRISTOPHER DI STEFANO & ASSOCIATES, INC.
2500 CityWest Blvd., Suite 2010
Houston, Texas 77042

DATE: December 2, 1985
RE: Architectural Supervision Fee
PROJECT: FT. BEND COUNTY LAW ENFORCEMENT ACADEMY

Re-Cap of Architectural Fee:

Contract Amount: \$170,550
Architect's fee @ 8.5%: \$14,496.75

80% due at Contract Award: (14,496.75 x 80%) = \$11,597.40
Less Previous Payment @ 75%: (11,793.75)
Overpayment @ 80% Phase: (\$196.35)

Contractor's Application #1: \$50,195.86
Architect's Supervision: (50,195.86 x 8.5% x 20%) = 853.33

NOW DUE ARCHITECT:

\$656.98

Chris DiStefano
Chris DiStefano, AIA

cc: Kathy Hynson, County Treasurer

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF 2 PAGES

TO (OWNER): Fort Bend County
Commissioners Court
P.O. Box 368
Richmond, TX 77469

PROJECT: Fort Bend County
Law Enforcement Academy
Richmond, Texas

APPLICATION NO: 1
PERIOD TO: 11/30/85

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): The Marton Co., Inc.
8234 Braniff
Houston, TX 77061

VIA (ARCHITECT): Christopher Di Stefano
& Associates, Inc.
2500 City West Blvd.
Suite 2010
Houston, TX 77042

ARCHITECT'S PROJECT NO:
CONTRACTOR

CONTRACT FOR: Complete Construction

CONTRACT DATE: October 28, 1985

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this Month		
Number	Date Approved	
TOTALS		
Net change by Change Orders		

The undersigned Contractor certifies that to the best of the Contractor's 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 the Contractor 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: The Marton Co., Inc.
8234 Braniff
Houston, TX 77061

By: *[Signature]* Date: Nov. 25, 1985

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 to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 170,550.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 170,550.00
4. TOTAL COMPLETED & STORED TO DATE \$ 52,837.75
(Column C on G703)
5. RETAINAGE:
 - a. 5% of Completed Work \$ 2,441.89
(Column D + E on G703)
 - b. 5% of Stored Material \$ 200.00
(Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 2,641.89
6. TOTAL EARNED LESS RETAINAGE \$ 50,195.86
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 0.00
8. CURRENT PAYMENT DUE \$ 50,195.86
9. BALANCE TO FINISH, PLUS RETAINAGE \$ 120,354.14
(Line 3 less Line 6)

State of: Texas County of: Harris
Subscribed and sworn to before me this 25th day of November 1985
Notary Public: Pamela L. Haag
My Commission expires: August 21, 1989

AMOUNT CERTIFIED: \$ 50,195.86
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: *[Signature]* Date: 12-2-85

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.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 1 OF 2 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: 1
 APPLICATION DATE: 11-25-85
 PERIOD TO: 11-30-85
 ARCHITECT'S PROJECT NO: Fort Bend County Law Enforcement Academy

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D - E)	THIS PERIOD					
	CONCRETE	\$ 6,500.00	-0-	6,500.00	-0-	6,500.00	100	-0-	325.00
	MISC. METALS	\$ 1,800.00	-0-	-0-	-0-	-0-	-0-	1,800.00	
	ROUGH CARPENTRY	\$ 1,100.00	-0-	715.00	-0-	715.00	65	385.00	35.75
	FINISH CARPENTRY	\$ 5,400.00	-0-	-0-	-0-	-0-	-0-	5,400.00	
	WOOD DOORS	\$ 6,200.00	-0-	-0-	-0-	-0-	-0-	6,200.00	
	ALUMINUM WORK	\$ 2,100.00	-0-	-0-	-0-	-0-	-0-	2,100.00	
	GLASS & GLAZING	\$ 5,500.00	-0-	-0-	-0-	-0-	-0-	5,500.00	
	FINISH HARDWARE	\$ 3,300.00	-0-	-0-	-0-	-0-	-0-	3,300.00	
	GYPSUM DRYWALL	\$24,600.00	-0-	14,450.00	4,000.00	18,450.00	75	6,150.00	922.50
	PAINTING, VWC, ETC	\$ 9,000.00	-0-	-0-	-0-	-0-	-0-	9,000.00	
	ACUSTICAL CEILINGS	\$ 7,400.00	-0-	-0-	-0-	-0-	-0-	7,400.00	
	CERAMIC TILE	\$ 4,900.00	-0-	-0-	-0-	-0-	-0-	4,900.00	
	CARPET, VCT, BASE	\$ 7,500.00	-0-	-0-	-0-	-0-	-0-	7,500.00	
	TOILET PARTITIONS	\$ 2,500.00	-0-	-0-	-0-	-0-	-0-	2,500.00	
	MOVABLE PARTITION	\$ 6,500.00	-0-	-0-	-0-	-0-	-0-	6,500.00	
	CHALK & TACK BOARDS	\$ 2,000.00	-0-	-0-	-0-	-0-	-0-	2,000.00	
	PLUMBING	\$22,240.00	-0-	15,568.00	-0-	15,568.00	70	6,672.00	778.40
	HVAC	\$24,055.00	-0-	6,013.75	-0-	6,013.75	25	18,041.25	300.69
	ELECTRICAL	\$27,955.00	-0-	5,591.00	-0-	5,591.00	20	22,364.00	279.55
		170,550.00	-0-	48,837.75	4,000.00	52,837.75	31	117,712.25	2,641.89

#17

01016

INVOICE

FOR COURT AGENDA MONDAY, DECEMBER 16, 1985

TO: FORT BEND COUNTY COMMISSIONERS COURT
Hon. Jodie Stavinoha, County Judge
P.O. Box 368
Richmond, Texas 77469

FROM: CHRISTOPHER DI STEFANO & ASSOCIATES, INC.
2500 CityWest Blvd., Suite 2010
Houston, Texas 77042

DATE: December 2, 1985

RE: ARCHITECTURAL SERVICES FOR CONTRACT DOCUMENTS

PROJECT: FORT BEND COUNTY PRECINCT 1 MAINTENANCE FACILITY

Construction Bid Amount:	\$889,500
Architect's Fee @ 4%:	\$35,580.00
80% of Fee due @ Bid Phase:	\$28,464
Less payment received:	(24,000)
DUE ARCHITECT FOR CONTRACT DOCUMENTS:	<u>\$ 4,464</u>


CHRIS DI STEFANO, AIA

cc: Kathy Hynson, County Treasurer

01017

FORT BEND COUNTY PRECINCT ONE MAINTENANCE FACILITY:

Contract Award Amount for Construction: \$396,653

Architect's fee @ 4%: \$15,866.12

Supervision only @ 20% of architect's fee (15,866.12 x 20%): \$3,173.22

- Architect's fee will be adjusted at completion of project if actual construction cost has increased due to change orders during construction; however, the 20% supervision fee only will be charged on any increase if the County pays the architect for the complete construction documents as shown on the attached invoice.

01018

#18

12/9 cc: Comm. Pustka Comm. Pressley
 Comm. Denham Comm. Lutts
 Dianne Wilson Agenda Item
 Stanley Kucherka

Invoice No: 25

Paul H. Sanders Associates, Inc.
Architecture • Interior Design
2412 South Boulevard
Houston, Texas 77008
713 522 0733

To: Honorable Jodie E. Stavinoha
Fort Bend County
P. O. Box 368
Richmond, Texas 77469

Date: 1 December 1985

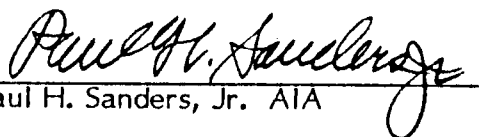
Re: Fort Bend County Library

Project No.: 83011

For Professional Services during the month of November

Bidding Consultation	15 hrs. @ 75.00	\$1,125.00
Expenses		41.24
	TOTAL	\$1,166.24

Fee Summary: 90% of \$75,000.00


Paul H. Sanders, Jr. AIA

20. REBUDGET PRECINCT 4'S 1984 YEAR-ENDING BALANCE INTO ROAD & BRIDGE:

0029

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to rebudget 1984 year-ending balance of \$33,170.72 into Road & Bridge material Precinct #4 for .

21. DISCUSS SETTING PUBLIC HEARING FOR DECLARING ALL COUNTY MAINTAINED ROADS AS OFFICIAL COUNTY ROADS :

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to set public hearing date for January 20, at 10:00 a.m. for declaring all county maintained roads as official county roads. (Recorded in minutes in full)

22. CONSIDER CHANGE ORDERS ON BRYAN RD. BRIDGE & BAND RD. BRIDGE, PRECINCT #1:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve change orders for Bryan Rd. bridge and Band Rd. bridge in Precinct #1 as submitted by Hanna Const. deducting \$72.00 on each bridge as approved by the engineering department.

23. CONSIDER APPLICATION FROM FORT BEND TELEPHONE CO. TO LAY CABLE ALONG FOSTER SCHOOL RD. IN PRECINCT 2 :

Postponed.

24. CONSIDER APPLICATION FROM INLAND GEOPHYSICAL TO LAY TEMPORARY SURFACE CABLES ON PULTAR RD. & WILLOWVIEW RD. IN PRECINCT 1, ON AURELIA LANE, RUSTIC LANE, JOERGER RD. & REYS RD. IN PRECINCT 4:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone laying temporary surface cables on Pultar Rd. & Willowview Rd, in Precinct #4.

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve laying temporary surface cables on Aurelia Ln., Rustic Ln., Joerger Rd. and Reys Rd. in Precinct 4. (Recorded in minutes in full)

25. AMEND BUDGET IN UTILITIES (TELEPHONE SERVICES) FOR COURTHOUSE COMPLEX:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to amend budget in utilities (dept.53) by \$26,000 as requested by John Hammett, Internal Operations Manager. Funds to come from Contingency Fund - an emergency is declared.

26. ACCEPT BIDS FOR (1) CLEANING SUPPLIES & PAPER PRODUCTS & (2) ROAD MATERIALS & (3) ONE 25KVA UNINTERRUPTIBLE POWER SUPPLY FOR DATA PROCESSING EQUIPMENT:

Accept bid for cleaning supplies & paper products:

Moved by Commissioner Denham, to award bid to lowest bidder based on quantity and availability of cleaning supplies and paper products.

Failed due to lack of a second.

Postponed until December 23, 1985.



WILLIAM A. MEITZEN
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

COUNTY COURTHOUSE
RICHMOND, TEXAS 77469
713-342-3411

July 9, 1985

The Honorable County Judge
and Commissioners' Court
Fort Bend County, Texas

Re: Road Log Prepared by Van Sickle, Mickelson & Klein

Gentlemen:

This Honorable Court hired the above stated engineering firm to prepare a list of roads considered by the respective precinct Commissioners as being county roads.

In the past, there have been numerous disputes as to what is or is not considered a county roadway. On occasions, property owners have attempted to get the Commissioners' Court involved in settling private disputes over such roadways. Because of these disputes, it was the recommendation to proceed with establishing an official road log for Fort Bend County.

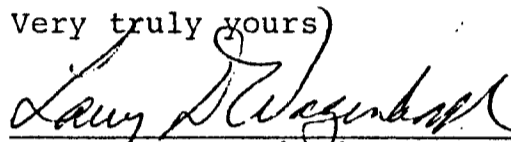
The following procedure is recommended for notice and hearing of the adoption of the official road log:

1. The Commissioners' Court set a date for public hearing;
2. The hearing date be advertised in local newspapers for three consecutive weeks, stating that a public hearing will be had on whatever date is established by the Court; that the purpose of the hearing will be to list all roads considered by the County to be County maintained and dedicated roads that have been officially accepted or will be accepted by Fort Bend County; and

3. That the list of roads to be considered by the Commissioners' Court may be viewed and reviewed in the office of the County Engineer, County Judge, the office of each County Commissioner, and the County Clerk's office.

Once notice is given and public hearing is made, then this Honorable Court should enter its orders adopting the log as official road index for Fort Bend County to be maintained for public view in the County Clerk's office. Once this is done, any future roads that are brought in to the road system should be added to the indexing.

Very truly yours)



Larry D. Wagenbach
Assistant District Attorney

LDW:hl

cc: County Judge Jodie E. Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Mr. Bill Meitzen, District Attorney
Dianne Wilson, County Clerk
Stanley Kucherka, County Engineer



Redfern Consultant Agency, Inc.

11122 PETWORTH HOUSTON, TEXAS 77072
(713) 498-2353

December 12, 1985

County Commissioners
Fort Bend County, Texas

Dear Commissioner:

We propose to run a seismic survey through your precinct in Fort Bend County, Texas. We request your permission to lay our cable across the county road and drainage ditch right of ways. This cable is 1/2" in diameter and will be securely taped to the paved surface of the road. We expect the cable to lay across the roads and or ditches for no longer than 2 days at any given crossing. Under no circumstances will any holes be drilled, ditches dug, or any other procedure taken which would in any way alter the current appearance of any county road and or drainage ditch right of way.

We will obtain written permission from land owners and mineral holders prior to beginning our survey and will make these available upon request.

Inland Geophysical indemnifies Fort Bend County, Texas against any and all damage claims caused by this survey.

We expect our work to begin on the 1st of January 1986 and continue for one month.

The purpose of this study is to map a geological trend which we fully expect to yield hydrocarbons. Your help in this matter will be greatly appreciated and will help add to our nation's petroleum reserves.

Sincerely,

Terrence Cahill

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 16 day of December, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Inland Geophysical dated December 12, 1985, permit no. 80718 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 Commissioner 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 Sutton, seconded by Commissioner Pressley, 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 regulation order thereof.

BY

Paul Z. Kuch
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY

Clida Koster

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.

01624

Appl. # 80718

The following "Notice of Proposed Cable, Conduit and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioners' Court of Fort Bend County, Texas.

Karl E. Baker
Karl E. Baker, Assistant Engineer

12-12-85
Date

- (1) Complete Application Form
 - a. Name of road, street and/or highway affected
 - b. Map or plat showing course or direction
 - c. Plans and specifications.
- (2) Bond
 - Perpetual bond currently posted
 - or-
 - Performance bond submitted in the amount of \$2,000.00

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)

01025

TO COUNTY OF FORT BEND

PRECINCT NO. 1 & 4
PERMIT NO. 80718

Formal notice is hereby given that Inland Geophysical, propose to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or 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 Intersection	Length of : : Crossing	Type of Construction			
			Bored	Jacked	Driven	Cased
Joerger Road	2400' W. of FM 723	width of : : R.O.W.	:	Not:Applicable	:	:
Rustic Lane	2400' N. of Reys Road	"	"	"	"	"
Aurelia Lane	700' N. of Reys Road	"	"	"	"	"
Reys Road	2600' N. of Rustic Ln.	"	"	"	"	"
Pultar Road	700' S. of N. end	"	"	"	"	"
Willow View Road	900' W. of Pultar Rd.	"	"	"	"	"

Per 4

Per 2

Del.

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

We will lay a 1/2" cable across county road and county drainage right of ways. This cable will be taped to the surface of the road. The cable will remain in place for approx. two days. This work will take place from January 1 through February 28, 1986.

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, Under, or Across 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 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box 1028
Rosenberg, Texas 77471
(713) 342-2863

Violation of this requirement shall constitute grounds for job shut down.

COMPANY NAME: Inland Geophysical
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Terrence Cahill
(Signature)

NAME & TITLE Terrence Cahill Control
(Please Print)

DATE: 12/12/85
ADDRESS 11122 Petworth
(Street/P.O. Box)
Houston, Texas 77072
City State Zip
TELEPHONE NO: (713) 498-2353

0029 Accept bid for road materials:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to award bid for road materials to the lowest bidder based on quantity, availability, price and point of delivery.

Accept bid for one 25KVA uninterruptible power supply for data processing equipment:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to award bid to ELGAR CORP. for one 25KVA uninterruptible power supply for data processing in the amount of \$32,570.00

RECESS:

Commissioners' Court recessed at 12:10 p.m.

RECONVENE:

Commissioners' Court reconvened at 1:45 p.m.

27. 1:30 P.M.-CONSIDER APPROVAL OF REPLATS FOR: (1) SAND HILL ESTATES SUBDIVISION IN PRECINCT 2 & (2) HIGH MEADOWS, SECTION 1 IN PRECINCT 4:Approve replat for Sand Hill Estates Subdivision in Precinct 2:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve replat for Sand Hill Estates Subdivision in Precinct 2.

Al Pesek, owner presented replat.

Approve replat for High Meadows, Section 1 in precinct 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve replat for High Meadows, Section 1 in Precinct 4.

John Sheridan, Winslow Development.

28. 1:45 P.M.-DISCUSS AND CONSIDER ADOPTING EP-17 REVENUE SHARING BUDGET:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pressley voting no, it is ordered to approve Revenue Sharing Funds in the amount of \$724,754.00 as follows:

Fort Bend County Planning and Service Organization, Inc.	\$ 50,000.00
Ft. Bend Council on Alcoholism & Drug Abuse	\$ 55,818.00
Office of Early Childhood Development:	
1) Children's Clinic	\$ 44,536.00
2) Early Pregnancy Program	\$ 80,000.00
Youth Opportunities Unlimited	\$ 27,500.00
Ft. Bend County Women's Refuge, Inc.	\$ 40,000.00
Ft. Bend County Assoc. for Retarded Citizens	\$ 25,000.00
Ft. Bend County Children's Protective Services	\$ 10,000.00
Ft. Bend County Museum	\$ 12,500.00
Texas War on Drugs	\$ 12,000.00
Ft. Bend County Youth Outreach	\$ 5,000.00

11027

0029

TABLATIONS

ROAD MATERIALS - EARTHEN DERIVATION

January 1, 1986

Thru

June 30, 1986

#1

ITEM: COLD MIX: TYP# 350

PRICE PER TON DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #
ARCOLA	29.95	30.50	31.80	34.27	31.15				
FULSHEAR	31.25	30.50	30.20	32.81	34.67				
NEEDVILLE	31.25	32.00	31.65	31.99	32.43				
RICHMOND	29.75	30.50	30.25	32.32	34.02				
SUGARLAND	29.25	30.50	30.20	33.14	32.79				
PLANT/PIT/SIDING	27.50	27.00	28.00	27.50	28.00				

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. GG'S ASPHALT, INC.
2122 HWY 90A, MISSOURI CITY
\$1.25 + .10
JERRY L. BERRY 499-1551

4. QUALITY HOT MIX, INC
EL CAMPO
\$1.00 + .10
BON MATTHEWS 409-543-6464

7. _____

2. PRANO BASIC MATL. CO.
GALENA PARK & NW PLANT
NONE STATED
SCOTT SPEEN 672-9441

5. ANGLE-TEX MATERIALS CORP.
820 S. FRONT ST. ANGLETON
\$1.45 + .10
MARVIN MEIER 993-1245

8. _____

3. JONES FINKE
CLODINE PLANT
\$.95 + .10
LAWRENCE KANER 409-885-3581

6. _____

9. _____

82910

62010

#2

ITEM: GRAVEL BASE MATERIAL: FIT RUN

PRICE PER YARD DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9
ARCOLA	16.45 TON	9.45	15.06	8.85	9.95	8.95	NO BID		
FULSHEAR	17.75 TON	6.95	14.64	6.45	7.70	6.01	NO BID		
NEEDVILLE	17.75 TON	7.25	14.75	6.95	8.75	6.50	NO BID		
RICHMOND	16.25 TON	7.00	13.20	6.45	7.60	6.43	NO BID		
SUGARLAND	15.75 TON	NO BID	13.93	7.15	9.50	7.30	NO BID		
PLANT/PIT/SIDING	14.00 TON	1.80	13.20	NO BID	1.90	1.69	1.70		

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. 645 ASPHALT
2212 HWY 90A. MISSOURI CITY
\$1.25 + .10
TERRY L. BERRY 499-1551
* FT RUN, IRON ORE
2. ZOBANEK BEES
ALTAIR
\$.10 + .10
CLARENCE ZOBANEK 758-3389
3. TERRA TECHNOLOGIES
RICHMOND
1.50 + 1.50
RIK A. KLOPP 343-9010
16 YARD MINIMUM ORDER
4. BID CONSTRUCTION
NOT STATED
\$.90 + \$.90
EMALD I. SCHNEIDER 495-0909
5. PERNEHL CONSTRUCTION, INC.
ALTAIR
\$.50 + .12
WILBERT PERNEHL 409-478-6587
6. M & M GRAVEL SALES, INC
ALTAIR
\$.10 PER YARD
FRANK MAREK 409-543-3791
7. B & B GRAVEL CO.
ALTAIR
NOT STATED
MARK BASTEN 409-732-2086
8. _____

9. _____

Handwritten mark

ITEM: GRAVEL, RIVER WASHED, 5/8" DIA. MAX.

PRICE PER YARD DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9
ARCOLA	21.66	NO BID	NO BID						
FULSHEAR	21.24	\$6.29 TON	NO BID						
NEEDVILLE	21.35	5.77 TON	NO BID						
RICHMOND	19.80	4.90 TON	NO BID						
SUGARLAND	20.53	NO BID	NO BID						
PLANT/PIT/SIDING	15.84 TON	3.90 TON	6.90 TON						
	19.80 YARD								

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. TERRA TECHNOLOGIES
RICHMOND
\$1.50 + \$1.50
RICK A. KLOPP 343-9010
2. BASE MATERIALS, INC
SAND SUPPLY, RICHMOND
BEVLA MEREK 496-4633
3. LEBLANC & KING
FOXTAR RD. - RICHMOND
NOT STAMPED
JAMES KING 342-8987
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

#4

ITEM: HOT MIX ASPHALTIC ROAD MATL: TAD#340

PRICE PER _____ DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9
ASPHALT									
PBSHEAR									
NEEDVILLE									
RICHLAND ADD FOR LAYDOWN SUGARLAND	5.50	5.25	5.22	5.25	9.90	6.50			
PLANT/PIT/SIDING	22.25	22.20	24.15	23.00	28.65	27.00			

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

- GAS ASPHALT, INC
2212 HWY 90A MISSOURI CITY
\$1.25 + .10
DEEY BERRY 499-1551
- JONES G, ENKE
CORVIE PLANT
\$.95 + .10
LAWRENCE KAINER 409-885-3581
- G.H. HART CO, INC.
I-10 & BERTMORE HOUSTON
\$2.61 + .15
NICK FAWCETTER 933-7000
- EL DOBARO PAVING CO, INC
1120 BERTMORE
\$5.84 25 MILES + .14
KAREN PATTERSON 445-2544
- QUALITY HOT MIX, INC.
EL CAMPO
\$1.00 + .10
DON MATTHEWS 409-545-6464
- ANGLE-TEX MATL. COOP
820 S. FRONT ANGLETON
\$1.45 + .10
MARVIN MEIER 893-1245
- _____
- _____
- _____

#6

ITEM: LIMESTONE BASE MATERIAL: "DAMON VARIETY"

PRICE PER TON/YARD DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9
ARCOLA	17.26 TON 21.58 YD.	NO BID							
FULSHEAR	16.84 TON 21.05 YD.	NO BID							
NEEDVILLE	16.95 TON 21.19 YD.	NO BID							
RICHMOND	15.40 TON 19.25 YD.	NO BID							
SUGARLAND	16.13 TON 20.16 YD.	NO BID							
PLANT/PIT/SIDING	15.40 TON 19.25 YD.	7.25 TON							

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. TERA TECHNOLOGIES

RICHMOND
\$1.50 + 1.50

RICK KLOPP 343-9010
*16 YD/20TON MINIMUM

2. DAMON QUARRY

DAMON
NONE STARTED
TOM SIMMONS 342-7098

4. _____

5. _____

3. _____

6. _____

337

15

ITEM: LIMESTONE BASE MATERIAL: "GEORGETOWN VARIETY"

PRICE PER TON/YARD DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9
ARCOLA	17.26 TON	12.75 TON	14.67 TON	14.75 TON	00R S/P				
	21.58 YD.		20.54 YD.		15.90 TON				
FULSHI, R	16.84 TON	12.95 TON	12.35 TON	12.75 TON	21.47 YD				
	21.05 YD.		17.29 YD.		15.70 TON				
NEEDVILLE	16.95 TON	14.25 TON	18.82 YD	13.75 TON	21.20 YD				
	21.19 YD.		18.82 YD		14.60 TON				
RICHMOND	15.40 TON	12.95 TON	12.78 TON	12.75 TON	14.72 YD				
	19.25 YD.		17.89 YD.		13.70 TON				
SUGARLAND	16.13 TON	12.95 TON	13.78 TON	14.25 TON	18.50 YD				
	20.16 YD		19.29 YD.		11.30 TON				
PLANT, PIT/SIDING	15.40 TON	9.50 TON	9.25 TON	NO BID	15.26 YD				
	19.25 YD.		12.95 YD.						

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. TECHNOLOGIES

HMOND

\$.50 + 1.50

R. A. KLIPP 343-9010

#16 P/20TON MINIMUM
2. NO BASIC MATERIAL CO.

ENR PARK & NW PLANT

NOT STATED

TEL GREEN 672-9441
3. NEE FINKE

ENR

70 + .10.
4. RED CONSTRUCTION

NOT STATED

\$.90 + .90
5. CRUSHED STONE BASE, INC

ARCOLA

\$ 2.00 1ST 10 MILES + .10
6. _____
7. _____
8. _____
9. _____

#6

ITEM: LIMESTONE BASE MATERIAL: "GREEN TOWN VARIETY"

PRICE PER TON/YARD DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #
ARCOLA	17.26 TON 21.58 YD.	12.75 TON	14.67 TON 20.54 YD.	14.75 TON	OUR S/P				
FULSHEAR	16.84 TON 21.05 YD.	12.95 TON	12.35 TON 17.29 YD.	12.75 TON	15.90 TON 21.47 YD.				
NEEDVILLE	16.95 TON 21.14 YD.	14.25 TON	13.44 TON 18.82 YD.	13.75 TON	15.70 TON 21.20 YD.				
RICHMOND	15.40 TON 19.25 YD.	12.95 TON	12.78 TON 17.89 YD.	12.75 TON	14.60 TON 19.72 YD.				
SUGARLAND	16.13 TON 20.16 YD.	12.95 TON	13.78 TON 19.29 YD.	14.25 TON	13.70 TON 18.50 YD.				
PLANT/PIT/SIDING	15.40 TON 19.25 YD.	9.50 TON	9.25 TON 12.95 YD.	NO BID	11.30 TON 15.26 YD.				

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. ~~TEBER~~ TECHNOLOGIES

RICHMOND

\$1.50 + 1.50

PICK A. KLOPP 343-9010

#16 YD/20 TON MINIMUM

2. TRAVO BASIC MATERIAL CO.

SALENA PARK # NW PLANT

NOT STATED

SPOT GREEN 672-9441

3. JONES FINKE

SEAWY

\$.70 + .10.

4. B&D CONSTRUCTION

NOT STATED

\$.90 + .90

5. CRUSHED STONE BASE, INC

ARCOLA

\$ 2.00 15' 10 MILES + .10

6.

9.

1010

#7

ITEM: LIME BASE MATERIAL: MIN. 3% LIME - RUMMIL MIXED.

PRICE PER TON/YARD DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9
ARCOLA	16.92 TON 23.69 YD.	* 002 S/P	13.60 TON	13.46 TON	13.04 TON	NO BID			
FULSHEAR	13.55 TON 18.97 YD	* 15.60 TON * 19.96 YD	10.50 TON	15.78 TON	10.18 TON	NO BID			
NEEDVILLE	16.25 TON 22.75 YD	* 15.40 TON * 19.69 YD	11.35 TON	13.84 TON	10.86 TON	NO BID			
RICHMOND	16.03 TON 22.44 YD.	* 14.30 TON * 18.21 YD	11.20 TON	14.21 TON	10.86 TON	NO BID			
SUGARLAND	15.69 TON 21.97 YD.	* 13.40 TON * 16.99 YD.	12.10 TON	14.56 TON	11.90 TON	NO BID			
PLANT/PIT/SIDING	11.25 TON 15.75 YD.	* 11.00 TON * 13.75 YD	NO BID	11.00 TON	4.75 TON	16.75 TON			

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

- JONES FINKE
E. SEAWY ON I10
\$.70 + .10
- CASHED STONE BASE
ARCOLA
\$2.00 + .10
* ALTERNATE: Blended Flexible Base
50/50 Limestone & Calcium
- MIM GRAVEL
FRENCHBURG
\$.10 PER TON
- ANGLE-TEX MATL. COEP
BEAZORIA CO. PR. 39
\$1.45 + .10
- ENKE MATL. INC.
COLUMBUS
- LE BLANC & KING
RILFIRE RD RICHMOND
-
-
-

#18

ITEM: RECYCLED ASPHALT, SCREENED, 3" DIA. MAX

PRICE PER TON DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9
ARCOLA	15.45	15.92							
FULSHEAR	16.75	12.70							
NEEDVILLE	16.75	15.25							
RICHMOND	15.25	15.03							
SUGARLAND	14.75	14.75							
PLANT/PIT/SIDING	13.00	10.25							

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. G&S ASPHALT

2212 HWY 90A, MISSOURI CITY

*1.25 + .10

DEEY DEEY 499-1551

4. _____

7. _____

2. JONES FINKE

E. SEALY ON I10

*.70 + .10

5. _____

8. _____

3. _____

6. _____

9. _____

01036

42937

#9

ITEM: FLEXIBLE BASE

PRICE PER TON DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9
ARCOLA	14.67	* 12.18 *(65-100)	10.73	11.90	13.46	13.04			
FULSHEAR	12.35	* 16.50 *(65-100)	10.98	8.80	15.78	10.18			
NEEDVILLE	13.44	* 16.26 *(65-100)	11.72	9.80	13.84	10.86			
FICHMOND	12.78	* 14.94 *(65-100)	10.46	9.50	14.21	10.86			
SUGARLAND	13.78	* 13.86 *(65-100)	10.25	10.40	14.56	11.90			
PLANT/PIT/SIDING	9.25	* 7.50 *(65-100)	7.50	6.10	11.00	4.75			

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. JONES FINKE
SEALY
\$.70 + .10
2. CRUSHED STONE BASE
LARRETE, TX
\$.12 PER TON PER MILE
* CALCIUM SULFATE FLEXIBLE BASE
3. HOUSTON CRUSHED CONCRETE
HOUSTON
\$ 1.75 IF 10 MILES + .083
* RECYCLED CONCRETE RECYCLED
TND# 249
4. M & M GRAVEL
ALTAIR
\$.10 PER TON
5. ANGLE-TEX MATL. COEP
BRADDERN CO. RD 39
\$ 1.45 + .10
6. BASE MATL.
COLUMBIA
7. _____
8. _____
9. _____

#10

ITEM: CEMENT STABILIZED GRAVEL BASE THD# 214 MIN. 3% CEMENT - ROLL MIXED.

PRICE PER TON DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9
ARCOLA	16.17	13.96	NO BID						
FULSHEAR	12.80	16.28	NO BID						
NEEDVILLE	15.50	14.34	NO BID						
RICHMOND	15.28	14.71	NO BID						
SUGARLAND	14.94	15.06	NO BID						
PLANT/PIT/SIDING	10.50	11.50	11.00						

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. JONES FUNK _____ 7. _____

E. SEAY I10 _____

70 + .10 _____

2. ANGLE-TEX MATL. CORP _____ 8. _____

BEAZORIA CO. RD 39 _____

1.45 + .10 _____

3. LEBLANC & KING _____ 9. _____

RUTHER RD RICHMOND _____

63910

#11

ITEM: CEMENT STABILIZED SAND 1.1 CEMENT: RICHMOND MIXED

PRICE PER TON DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9
ARCOLA	18.91	14.67							
FULSHEAR	18.49	11.30							
NEEDVILLE	18.60	14.00							
RICHMOND	17.05	13.78							
SUGARLAND	17.78	13.44							
PLANT/PIT/SIDING	17.05	9.00							

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. ~~TEPPA~~ Technologies

RICHMOND

\$1.50 + 1.50

Rich Klopp 343-9010

* 20 TON MIN. 1.5 CEMENT

2. JONES FINKE

E. SEELY ON I10

\$.70 + .10

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

#12A

ITEM: COLMIK LIMESTONE BOX ASPHALT: TYP #380 (BLACK BASE)

PRICE PER TON DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9
ARCOLA	30.15								
FULSHEAR	33.67								
NEEDVILLE	31.43								
RICHMOND	33.02								
SUGARLAND	31.79								
PLANT/PIT/SIDING	27.00								

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. ANGLE-TEX MATL. CORP

8202. FRONT ANGLETON

\$1,454,10

* TYP# 290

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

#12B

ITEM: CORNMIX LIMESTONE ROCK ASPHALT: TAD# 380 TYPE "C" OR "C"

PRICE PER TON DELIVERED

TEST

	VENDOR # 1	VENDOR # 2	VENDOR # 3	VENDOR # 4	VENDOR # 5	VENDOR # 6	VENDOR # 7	VENDOR # 8	VENDOR # 9
ARCOLA									
FULSHEAR									
NEEDVILLE									
RICHMOND									
SUGARLAND									
PLANT/PIT/SIDING									

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. _____ 4. _____ 7. _____

2. _____ 5. _____ 8. _____

3. _____ 6. _____ 9. _____

12C

ITEM: COLPMIX LIMESTONE ROCK ASPHALT: TAD# 380 TYPE "D"

PRICE PER _____ DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9
ARCOLA	25.95	31.20							
FULSHEAR	28.50	33.75							
NEEDVILLE	30.95	36.20							
RICHMOND	28.50	33.75							
SUGARLAND	28.50	33.75							
PLANT/PIT/SIDING	22.00	22.00							

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. TRAVO BASIC MATERIALS CO.

GALENA PARK & NW PLANT

NOT STATED

SCOTT STEEN 672-9441

4. _____

7. _____

2. ELDBRAD RAVING CO. INC.

GALENA PARK/JERSEY VILLAGE

N/A.

* IN-PLACE

5. _____

8. _____

3. _____

6. _____

9. _____

#13A

ITEM: ROCK ASPHALT RECOATED AGGREGATES: TYP #304 (TYPE PE#2 & #3)

PRICE PER TON DELIVERED

01043

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9
ARCOLA									
FULSHEAR									
NEEDVILLE									
PICHNOXD									
SUGARLAND									
PLANT/PIT/SIDING									

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. _____ 4. _____ 7. _____

2. _____ 5. _____ 8. _____

3. _____ 6. _____ 9. _____

#13B

ITEM: FOUR ASPHALT RECOATED AGGREGATES: TYP# 304 (TYPE RE#4)

PRICE PER _____ DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	3
ARCOLA									
FULSHEAR									
NEEDVILLE									
RICHMOND									
SUGARLAND									
PLANT/PIT/SIDING									

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

1044

#14

1045

ITEM: D-MODIFIED ASPHALT:

PRICE PER TON _____ DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9
ARCOLA	24.20	24.95	26.00	30.20	30.15				
FULSHEAR	25.50	21.50	24.40	32.75	33.67				
NEEDVILLE	25.50	29.95	25.85	35.20	31.43				
RICHMOND	24.00	27.50	24.45	32.75	33.02				
SUGARLAND	23.50	27.50	24.40	32.75	31.79				
PLANT/PIT/SIDING	21.75	21.00	22.20	21.00	27.00				

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. GG&S ASPHALT, INC.
2212 HWY 90A. MISSOURI CITY
#1.25 + .10
JEFFREY 499-1551

2. TRAVLO BASE MATERIAL CO.
GALENA PARK # NW PLANT
NOT STARTED
SCOTT SREEN 672-9441

3. JONES FINKE
CLOVINE
\$1.95 + .10

- * THD#292 BLACK BASE

4. ELDRADO PAVING
GALENA PARK/JERSEY VILLAGE
NA
AK IN PLACE

5. ANGLE-TEX MATL.
ANGLETON
\$1.45 + .10

6. _____

7. _____

8. _____

9. _____

#15

ITEM: LIGHT WEIGHT COLD MIX TYPE D:

PRICE PER TON / YARD DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9
ARCOLA	39.26 YD.	49.60 TON	32.15 TON						
FULSHEAR	38.16 YD.	47.70 TON	35.67 TON						
NEEDVILLE	39.51 YD.	49.40 TON	33.45 TON						
RICHMOND	38.63 YD.	47.70 TON	35.02 TON						
SUGARLAND	38.23 YD.	47.70 TON	32.79 TON						
PLANT/PIT/SIDING	36.50 YD.	45.00 TON	29.00 TON						

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. TEXAS INDUSTRIES

CLORINE

NOT STATED

DARRELL BELL 785-3330

4. _____

7. _____

2. JONES FINKE

CLORINE

\$1.20 + .12

5. _____

8. _____

3. ANGLE-TEX MATZ.

ANGLETON

*1.45 + .10

6. _____

9. _____

2/10/10

#116

ITEM: LIGHT WEIGHT RECOATED, GR. 4, COVER MATERIAL: TMD #303.3

PRICE PER TON/YARD DELIVERED

	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9
ARCOLA	21.26 YD.	44.20 TON							
FULSHEAR	20.13 YD.	41.80 TON							
NEEVILLE	21.51 YD.	44.00 TON							
RICHMOND	20.63 YD.	41.90 TON							
SUGARLAND	20.23 YD.	41.80 TON							
PLANT/PIT/SIDING	18.50 YD.	29.64 YD.	38.50 TON						
			27.00 YD.						

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. TEXAS INDUSTRIES, INC

LEORINE

NOT STATED

FAEEL BELL 785-3330

4. _____

7. _____

2. JONES FINKE

CLORINE

\$1.15 + .12

5. _____

8. _____

3. _____

6. _____

9. _____

#17

ITEM: RECOATED COVERSTONE: PB-3 OR PB-44 PB-5

	PRICE PER TON DELIVERED								
	VENDOR #1	VENDOR #1	VENDOR #2	VENDOR #2	VENDOR #3	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #9
ARCOLA	PB-3	PB-445	PB-3	PB-445	PB-3	PB-3	PB-4	PB-3	
FULSHEAR	22.50	22.50	28.45	28.45	24.50	25.50	35.50	24.90	
NEEDVILLE	23.50	23.50	26.85	26.85	28.88	29.88	32.42	28.42	
RICHMOND	24.50	24.50	28.30	28.30	28.64	29.64	33.72	26.18	
SUGARLAND	23.50	23.50	26.90	26.90	27.32	28.32	33.72	27.77	
PLANT/PIT/SIDING	19.00	19.00	24.65	24.65	26.24	27.24	34.10	26.54	
					21.68	22.68	30.18	21.75	

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. PRIMO BASIC MATERIAL
 GALENA PARK & NW PLANT
 NOT STATED
 SCOT SCREEN 672-9441
2. JONES FINKE
 CLORINE
 \$1.70 + .10
3. CRUSHER STONE BASE
 CHOCOLATE BAYOU, LIVERPOOL
 \$1.12 TON PER MILE
4. M&M GRAVEL
 ALTAIR
 \$1.10 PER TON
5. ANGLE-TEX MATL
 ANGLETON
 \$1.45 + .10
6. _____
7. _____
8. _____
9. _____

01010

#18

ITEM: DEKSTONE COVERSTONE: P3 OR P4 P5

PRICE PER TON DELIVERED

	VENDOR #1 P-3	VENDOR #1 P-4 P5	VENDOR #2 P-3	VENDOR #2 P-4 P5	VENDOR #3 P-3	VENDOR #3 P-4 P5	VENDOR #4	VENDOR #8	VENDOR #9
ARCOLA	16.75	16.75	22.95	22.95	00L / SR	00L SR	GRADE 4 28.21		
FULSHEAR	17.50	17.50	21.35	21.35	21.35	22.35	25.07		
NEEDVILLE	18.95	18.95	22.80	22.80	21.15	22.15	26.37		
RICHMOND	17.50	17.50	21.40	21.40	20.05	21.05	26.37		
SUGARLAND	17.50	17.50	21.35	21.35	19.15	20.15	26.83		
PLANT/PIT/SIDING	13.50	13.50	19.15	19.15	16.75	17.75	22.83		

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; CONTACT PERSON

1. DEAVO BASIC MATERIAL CO.
GALENA PARK IN NJ PLANT
NOT STATED
SCOTT GREEN 672-9441
2. JONES FINKE
CLODINE
\$ 70 + .10
3. CRACKED STONE BASE
ARCOLA
\$ 2.00 1510MILEST. 10
4. M & M GRAVEL
ALTAIR
\$.10 PER TON
5. _____
6. _____
7. _____
8. _____
9. _____

includes EP 14-16 interest

REVENUE SHARING TRUST FUNDS

(28)

	1985 Allocation	1986 Request	Possible Allocation
Estimated Allocation of Revenue Sharing Funds E.P. 17 1985/1986			
Fort Bend County Planning and Service Organization, Inc.	50,000	75,000	57,489.35
Fort Bend Council on Alcoholism and Drug Abuse	55,818	82,666	63,458.02
Office of Early Childhood Development:			55,818
1. Children's Clinic	44,536	44,536	44,536.00
2. Early Pregnancy Program	80,000	80,000	80,000.00
Youth Opportunities Unlimited	27,500	27,500	27,500.00
Fort Bend County Women's Refuge, Inc.	55,000	55,000	40,000.00
Fort Bend County Association For Retarded Citizens	25,000	40,000	27,500.00
Fort Bend County Children's Protective Services	10,000	10,000	10,000.00
Fort Bend County Museum	12,500	25,000	12,500.00
Texas War on Drugs	12,000	12,000	12,000.00
Volunteer Services Council / Richmond State School	25,000	47,000	5,000.00
Fort Bend County Youth Outreach	5,000	43,800	10,000.00
The Para Los Ninos Service Center	10,000	43,800	10,000.00
The Fort Bend County Library	73,000	75,000	75,000.00
Fort Bend County Sheriff Department:			
1. Communications / 1985	75,000	266,400	266,400.00
2. Automobiles for Sheriff's Department		11,000	11,000.00
3. School Crossing Guards	11,000	11,000	11,000.00
Capitol Outlay	272,192.64		

TOTALS

828,546.64 894,902.00 737,383.37

The Para Los Ninos Service	\$ 10,000.00
The Ft. Bend County Library	\$ 75,000.00
Fort Bend County Sheriff Department:	
1) Automobiles for Sheriff's Office	\$266,400.00
2) School Crossing /Guards	\$ 11,000.00

The remaining funds are to be made available for summer youth programs.

29. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills as presented by the County Auditor. (Recorded in minutes in full)

RECESS:

Commissioners' Court recessed at 2:30 p.m.

RECONVENE:

Commissioners' Court reconvened at 4:45 p.m.

30. RECESS UNTIL AFTER MEETINGS OF HEALTH FACILITIES DEVELOPMENT CORP. AND INDUSTRIAL DEVELOPMENT CORP., SCHEDULED FOR 4:00 P.M., TO CONSIDER THE FOLLOWING:

- (1) Consideration of "Resolution approving the resolution of the Fort Bend County Health Facilities Development Corp. providing for the issuance of Fort Bend County Health Facilities Development Corp. Health Facilities Revenue Bonds (Cambridge International, Inc. Project), Series 1985.

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner Pustka and Commissioner Pressley absent for vote, it is ordered to approve resolution in the amount of \$1,500,000.00 for the issuance of Fort Bend County Health Facilities Development Corp. Health Facilities Revenue Bonds.

- (2) Consideration of a Resolution of the Commissioners Court of Fort Bend County to approve the form and substance of an application for an Inducement Resolution for Stephen E. Brice, a Sole Proprietor; to authorize the execution of such resolution and other agreements appropriate thereto; and to consider other provisions relating to the subject.

Postponed until December 23, 1985.

31. ADJOURNMENT:

Commissioners' Court adjourned at 4:50 p.m.

0029

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1985

On this the 16th day of December, 1985 at a Regular Session of the Commissioners Court with the following present:

County Judge

J. Stambaugh

Commissioner, Precinct 1

James P. Smith

Commissioner, Precinct 2

Bill D. Smith

Commissioner, Precinct 3

Alton B. Smith

Commissioner, Precinct 4

Bob Smith

Now, therefore, be it resolved upon the motion of Commissioner

Smith, Seconded by Commissioner Smith,

duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

*****APPROVED*****

Joyce Tompkins
County Auditor

Date: 12-16-85

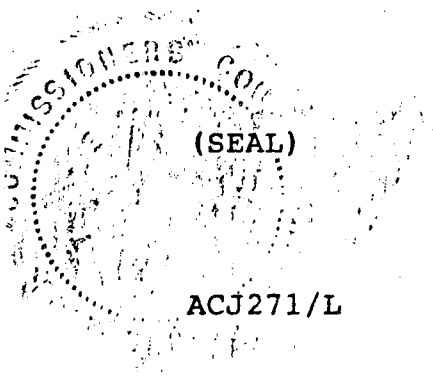
Time Reconvened: 1:30

Time Adjourned or Recessed: 3:00

been duly recorded in the minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are duly elected, qualified, and acting members of the Governing Body; each of such members was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting, and each of such members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and the public notice of the time, place, and purpose of the Meeting was given, all as required by Article 6252-17, Vernon's Texas Civil Statutes, as amended.

SIGNED AND SEALED this December 16, 1985.

By: Hanne Wilson
Title: County Clerk



RESOLUTION APPROVING THE RESOLUTION OF THE
FORT BEND COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
PROVIDING FOR THE ISSUANCE OF FORT BEND COUNTY
HEALTH FACILITIES DEVELOPMENT CORPORATION
HEALTH FACILITIES REVENUE BONDS
(CAMBRIDGE INTERNATIONAL, INC. PROJECT), SERIES 1985

WHEREAS, the Fort Bend County Health Facilities Development Corporation (the "Issuer") was created under the auspices of the Commissioners Court of Fort Bend County, Texas (the "Unit") pursuant to the Health Facilities Development Act, Article 1528j, Vernon's Texas Civil Statutes, as amended (the "Act");

WHEREAS, pursuant to Section 103(k) of the Internal Revenue Code of 1954, as amended (the "Code"), the Issuer has conducted a public hearing following reasonable public notice (which notice and affidavit of publication thereof is attached hereto as Exhibit A) with respect to that issue of "Fort Bend County Health Facilities Development Corporation Health Facilities Revenue Bonds (Cambridge International, Inc. Project), Series 1985", in the original principal amount of \$1,500,000 (the "Bonds") and the project, which consists of the acquisition of approximately five (5) acres of land and the construction and equipping of a thirty-four (34) bed psychiatric care facility (the "Project");

WHEREAS, in order to satisfy the requirements of Section 103(k) of the Code, it is necessary for the Unit to approve the Bonds and the Project after the public hearing has been held;

WHEREAS, the board of directors (the "Board") of the Issuer has adopted a "Resolution with Respect to a Public Hearing and Authorizing Fort Bend County Health Facilities Development Corporation Health Facilities Revenue Bonds (Cambridge International, Inc. Project), Series 1985; a Loan Agreement; a Trust Indenture; a Guaranty Agreement; a Memorandum of Trust Indenture; Acceptance of a Deed of Trust and Security Agreement; and Other Matters in Connection Therewith" (the "Resolution"), on December 16, 1985, a copy of which is attached hereto as Exhibit B and made a part hereof for all purposes;

WHEREAS, Section 4.03 of the Act requires that the Issuer file with the Unit at least fourteen (14) days prior to

the issuance of the Bonds, a notice of intention to issue the Bonds and a description of the Project;

WHEREAS, the Unit finds and declares that the action of the Board adopting the Resolution should be approved and is in the best interests of the inhabitants of Fort Bend County, Texas, for the reasons therein set forth; and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted;

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THAT:

Section 1. The Resolution, as adopted by the Board, is hereby specifically approved.

Section 2. The issue of bonds styled "Fort Bend County Health Facilities Development Corporation Health Facilities Revenue Bonds (Cambridge International, Inc. Project), Series 1985" to be issued in the aggregate principal amount of \$1,500,000 is hereby approved pursuant to Section 103(k) of the Code. The proceeds of the Bonds will be used to provide financing for the acquisition, construction and equipping of the Project. The Project is to be located on a site of approximately five (5) acres at 4910 Airport Boulevard, Rosenberg, Texas, and the initial owner and operator of the Project will be Cambridge International, Inc., a Texas corporation. The Project is hereby approved pursuant to Section 103(k) of the Code.

Section 3. The Governing Body hereby acknowledges that a notice of intention to issue the Bonds was filed with the Governing Body at least fourteen (14) days prior to the issuance of the Bonds.

Section 4. The hereby finds, determines, recites and declares that the Project (1) meets the statutory requirements of the Act, and (2) does not pose a danger to the health, morals or safety of the community involved.

Section 5. The approval herein given is in accordance with the provisions of Section 103(k) of the Code and is not to be construed as any undertaking by the Unit, and the Bonds shall never constitute an indebtedness or pledge of the Unit or the State of Texas, within the meaning of any constitutional or statutory provision, and the owners of the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the Issuer, the Unit or the

State of Texas except those revenues assigned and pledged by the Resolution.

Section 6. The Unit hereby assigns the \$1,500,000 allocated to Fort Bend County, Texas by the Governor of the State of Texas (or the Texas Economic Development Commission pursuant to an Executive Order of the Governor of the State of Texas) with respect to that issue of bonds styled "Fort Bend County Health Facilities Development Corporation Health Facilities Revenue Bonds (Cambridge International, Inc. Project), Series 1985 to the Fort Bend County Health Facilities Development Corporation.

Section 7. The programs and expenditures authorized and contemplated by the aforesaid documents are hereby in all respects approved.

Section 8. The County Judge and County Clerk of the Unit and the other officials of the Unit are hereby authorized, jointly and severally, to take any and all actions and to execute and deliver any and all documents, including notices relating to the issuance of the Bonds, which may be required or deemed necessary pursuant to any Executive Order of the Governor of the State of Texas, any state or federal legislation or any rule or regulation published in connection with the Code in order to cause the Bonds to comply with Section 103(n) of the Code.

Section 9. The County Judge and County Clerk of the Unit and the other officials of the Unit are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

* * * * *

EXHIBITS:

- A - Notice of Public Hearing and Affidavit of Publication
- B - Resolution of the Issuer

ACJ271/L

EXHIBIT A
PUBLISHER'S AFFIDAVIT

THE STATE OF TEXAS
County of Fort Bend,

On this the 2 day of December, A. D. 1985, personally appeared before the undersigned, a Notary Public in and for said county and state, Clyde C. King Jr. 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

(SEAL)

(CLIPPING)

which is hereto annexed, was published in said newspaper in one _____ issue(s) thereof on the following date(s):
December 2,

A.D. 1985 .

The Bonds would be limited obligations of the issuer payable solely from revenues and receipts derived from the User, the Project and other sources specified in the Bonds and would not constitute a debt or obligation of Fort Bend County, Texas or any other public body or be in any way payable from taxes or other public funds.

All interested persons are invited to attend such public hearing to express their views with respect to the Project and the issuance of the Bonds. Questions or requests for additional information may be directed to Barbara Pickhall, Fort Bend County Courthouse Annex, 300 Jackson Street, Richmond, Texas 77469.

Persons who intend to appear at the hearing and express their views are invited to contact the issuer in advance of the hearing. Any interested persons unable to attend the hearing may submit their views in writing to the above named person prior to the date scheduled for the hearing. The issuer will reschedule the location and time of the hearing or schedule an additional hearing if requested to do so in written requests submitted to the issuer prior to the aforementioned date of the hearing by a significant number of interested persons.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of Section 103 (k) of the Internal Revenue Code of 1954, as amended, regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds.
ACJ226/0

NOTICE OF PUBLIC HEARING
THE PORT BEND COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION HEALTH FACILITIES REVENUE BONDS SERIES 1985 (CAMBRIDGE INTERNATIONAL INC. PROJECT)

Notice is hereby given of a public hearing to be held by the Fort Bend County Health Facilities Development Corporation (the "Issuer") on Monday, December 16, 1985, at 4:00 p.m., at the Commissioners Court Room, Fort Bend County Courthouse Annex, 300 Jackson Street, Richmond, Texas 77469, with respect to an issue of health facilities revenue bonds (the "Bonds") to be issued in an aggregate principal amount of not more than \$1,500,000 by the issuer to provide financing for the acquisition, construction and equipping of a psychiatric care facility (the "Project"). The Project includes the acquisition of land and improvements thereon, including the installation of

Clyde C. King Jr.

Subscribed and sworn to before me, this the 2 day of December A. D. 1985.

Carolyn M. [Signature]
Notary Public in and for Fort Bend County, Texas

EXHIBIT B

CERTIFICATE FOR RESOLUTION WITH RESPECT TO
 A PUBLIC HEARING AND AUTHORIZING FORT BEND COUNTY
 HEALTH FACILITIES DEVELOPMENT CORPORATION HEALTH FACILITIES
 REVENUE BONDS (CAMBRIDGE INTERNATIONAL, INC. PROJECT),
 SERIES 1985;
 A LOAN AGREEMENT; A TRUST INDENTURE; A GUARANTY AGREEMENT;
 A MEMORANDUM OF TRUST INDENTURE;
 ACCEPTANCE OF A DEED OF TRUST AND SECURITY AGREEMENT;
 AND OTHER MATTERS IN CONNECTION THEREWITH

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

I, the undersigned officer of the Fort Bend County Health Facilities Development Corporation (the "Issuer"), do hereby execute and deliver this certificate for the benefit of all persons interested in the proceedings of the Issuer and the validity thereof, and do certify as follows:

1. I am the duly chosen, qualified and acting officer of the Issuer for the office shown below my signature; as such I am familiar with the facts herein certified and I am duly authorized to execute and deliver this certificate.

2. In accordance with the Bylaws of the Issuer, the Board of Directors of the Issuer (the "Board") held a meeting at Richmond, Texas on December 16, 1985 (the "Meeting"), at the designated meeting place, and the roll was called of the duly constituted members of the Board and a quorum was present. Whereupon a written:

RESOLUTION WITH RESPECT TO
 A PUBLIC HEARING AND AUTHORIZING FORT BEND COUNTY
 HEALTH FACILITIES DEVELOPMENT CORPORATION HEALTH FACILITIES
 REVENUE BONDS (CAMBRIDGE INTERNATIONAL, INC. PROJECT),
 SERIES 1985;
 A LOAN AGREEMENT; A TRUST INDENTURE; A GUARANTY AGREEMENT;
 A MEMORANDUM OF TRUST INDENTURE;
 ACCEPTANCE OF A DEED OF TRUST AND SECURITY AGREEMENT;
 AND OTHER MATTERS IN CONNECTION THEREWITH

(the "Resolution") was duly moved and seconded and, after due discussion, said motion, carrying with it the adoption of the Resolution, prevailed and carried by a vote of the members of the Board present and voting with the number of such members of the Board voting for such Resolution being at least equal to a

majority of the entire number of members of the Board present and entitled to vote.

3. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this certificate; the Resolution has been duly recorded in the Board's minutes of the Meeting; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting in accordance with the Bylaws, and that the Resolution would be introduced and considered for adoption at the Meeting, and the Meeting was held and conducted in accordance with the Articles of Incorporation and Bylaws of the Issuer.

SIGNED AND SEALED this December 16, 1985.

By: _____
Secretary

(SEAL)

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RESOLUTION WITH RESPECT TO A PUBLIC HEARING AND
AUTHORIZING FORT BEND COUNTY HEALTH FACILITIES DEVELOPMENT
CORPORATION HEALTH FACILITIES REVENUE BONDS
(CAMBRIDGE INTERNATIONAL, INC. PROJECT), SERIES 1985;
A LOAN AGREEMENT; A TRUST INDENTURE;
A GUARANTY AGREEMENT; A MEMORANDUM OF TRUST INDENTURE;
ACCEPTANCE OF A DEED OF TRUST AND SECURITY AGREEMENT;
AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Fort Bend County Health Facilities Development Corporation (the "Issuer"), on behalf of Fort Bend County, Texas (the "Unit"), is empowered to finance the cost of projects that are required, necessary and convenient for health care within the State of Texas and the Unit and which will improve the adequacy, cost and accessibility of health care in the State of Texas and the Unit, which projects will be inside the Unit's boundaries;

WHEREAS, Cambridge International, Inc., a Texas corporation (the "User"), has requested the Issuer to finance the cost of acquiring approximately five (5) acres of land and constructing and equipping a thirty-four (34) bed psychiatric care facility (the "Project");

WHEREAS, on November 15, 1985, the Issuer adopted a "Resolution Concerning Issuance of Bonds to Finance a Project for Cambridge International, Inc." (the "Initial Resolution");

WHEREAS, in order to finance the Project, the Issuer proposes to issue bonds styled "Fort Bend County Health Facilities Development Corporation Health Facilities Revenue Bonds (Cambridge International, Inc. Project), Series 1985" (the "Bonds");

WHEREAS, Section 103(k) of the Internal Revenue Code of 1954, as amended (the "Code"), requires that the Bonds be approved by the "applicable elected representative" after a public hearing following reasonable public notice; and

WHEREAS, notice of a public hearing with respect to the Project and the Bonds to be held by the Issuer on the date of adoption of this Resolution was published no less than 14 days before this date; and

WHEREAS, the governing body of the Unit, as the "applicable elected representative," will consider the adoption of a written resolution specifically approving this resolution of the Issuer providing for the issuance of the Bonds and specifically approving the Bonds and the Project as required by Section 103(k) of the Code; and

WHEREAS, there have been presented to the Issuer proposed forms of each of the following:

1. A Loan Agreement, dated as of December 1, 1985 (the "Agreement"), between the Issuer and the User;
2. A Trust Indenture, dated as of December 1, 1985 (the "Indenture"), between the Issuer and Allied Bank of Texas, as Trustee (the "Trustee");
3. A Guaranty Agreement, dated as of December 1, 1985 (the "Guaranty Agreement"), from Timothy Sharma, M.D. (the "Guarantor") to the Trustee;
4. A Deed of Trust and Security Agreement, dated as of December 1, 1985 (the "Mortgage") from the User for the benefit of the Issuer;
5. A Memorandum of Trust Indenture, dated as of December 1, 1985 (the "Memorandum"), executed by the Issuer and the Trustee;
6. An Investment Letter, dated the date of delivery of the Bonds (the "Investment Letter"), from Allied Bank Southwest Freeway (the "Purchaser") to the Issuer; and
7. A letter of credit (the "Letter of Credit") from the Purchaser to the Trustee.

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FORT BEND COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION THAT:

Section 1. Based solely upon the representations made to the Board of Directors of the Issuer (the "Board") by the User, it appears and the Board hereby finds that the Project is required, necessary and convenient for health care within the Unit and will improve the adequacy, cost and accessibility of health care in the State of Texas and the Unit.

Section 2. The Board hereby finds, determines, recites, and declares that a public hearing with respect to the Bonds and the Project was held on December 16, 1985; and that all comments from interested persons were taken at such public hearing. The Board hereby directs that information with respect to the public hearing be provided to the governing body of the Unit prior to its consideration of adoption of a resolution approving the Bonds.

Section 3. The Board hereby approves the Agreement in substantially the form and substance presented to the Board and the President or any Vice President is hereby authorized and directed, for and on behalf of the Issuer, to date, sign, and otherwise execute the Agreement, and the Secretary or any Assistant Secretary of the Board is authorized and directed for and on behalf of the Issuer to attest the Agreement, and such officers are hereby authorized to deliver the Agreement. Upon execution by the parties thereto and delivery thereof, the Agreement shall be binding upon the Issuer in accordance with the terms and provisions thereof. The Board authorizes the loan of the proceeds of the sale of the Bonds to the User in order to provide financing of the costs of acquisition and construction of the Project in accordance with the terms of the Agreement.

Section 4. The Board hereby approves the Bonds which are authorized to be issued for the purpose of paying the cost of acquiring, constructing, reconstructing, improving, or expanding, as the case may be, the Project. The Bonds will (1) be in the aggregate principal amount of \$1,500,000; (2) bear interest at the rate of eighty-five percent (85%) of the prime rate of Allied Bank of Texas; (3) mature in one hundred sixty-seven (167) equal monthly installments of principal of \$8,930 each, payable on the first day of each month commencing on January 1, 1987 and ending on November 1, 2000, with one final installment of principal of \$8,690 payable on December 1, 2000; and (4) be purchased by Allied Bank Southwest Freeway.

Section 5. The Board hereby approves the Indenture in substantially the form and substance presented to the Board and the President or any Vice President is authorized and directed for and on behalf of the Issuer to date, sign, and otherwise execute the Indenture and the Secretary or any Assistant Secretary is hereby authorized to attest the Indenture and such officers are hereby authorized to deliver the Indenture. The details of the Bonds shall be as set forth in the Indenture. The sale and delivery of the Bonds by the Issuer to the Purchaser at a price equal to 100% of the principal amount thereof is hereby authorized and approved.

Section 6. The Board hereby approves the Guaranty Agreement in substantially the form and substance presented to the Board.

Section 7. The Board hereby approves and accepts the Mortgage and the Letter of Credit in substantially the form and substance presented to the Board.

Section 8. The Board hereby approves the Memorandum in substantially the form and substance presented to the Board and the President or any Vice President is authorized and directed, for and on behalf of the Issuer, to date, sign, or otherwise execute the Memorandum and the Secretary or any Assistant Secretary is hereby authorized to attest the Memorandum and such officers are hereby authorized to deliver the Memorandum on behalf of the Issuer.

Section 9. The President or any Vice President of the Board is hereby authorized and directed to execute the Bonds, or have their facsimile signatures placed upon the Bonds, and each is hereby authorized and directed to deliver the Bonds, and the seal of the Issuer is hereby authorized and directed to be affixed on the Bonds.

Section 10. Allied Bank of Texas is hereby appointed as Trustee under the Indenture, thereby serving as registrar and paying agent under the terms of the Indenture.

Section 11. The President or any Vice President of the Board is hereby authorized to execute and deliver to the Trustee the written order of the Issuer of the authentication and delivery of the Bonds by the Trustee in accordance with the Indenture.

Section 12. The Issuer 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 or any Vice President of the Board are hereby each authorized and directed to execute and deliver a statement to the Internal Revenue Service to the effect that the Issuer has so elected, and to deliver a copy of such statement to the Purchaser, the Guarantors and the User. The Board further directs that an officer of the Issuer submit to the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, a statement containing the information required by Section 103(1) of the Code.

Section 13. All action not inconsistent with provisions of this Resolution heretofore taken by the Board and officers of the Issuer directed toward the financing of the Project and the issuance of the Bonds be and the same hereby is ratified, approved and confirmed.

Section 14. The officers of the Issuer shall take all actions in conformity with the Act, if necessary, or reasonably

required to effectuate the issuance of the Bonds and shall take all action necessary or desirable in conformity with the Act to finance the Project and for carrying out, giving effect to and consummating the transactions contemplated by the Bonds, the Initial Resolution, this Resolution, the Agreement, the Indenture, the Guaranty Agreement, the Mortgage and the Memorandum, including without limitation, the execution and delivery of any closing documents in connection with the issuance of the Bonds and the giving of notice of delivery of the Bonds to the Texas Economic Development Commission. The officers executing the documents approved by this Resolution are authorized to approve such changes to said documents as are necessary and appropriate and not contrary to the general tenor thereof, such approval to be conclusively evidenced by such execution thereof.

Section 15. The President or any Vice President of the Board is hereby authorized to execute the "Certificate of Delivery and Notice of Assignment" conforming to the provisions of any applicable Executive Order of the Governor of the State of Texas.

Section 16. The actions and obligations of the Issuer contained in this Resolution shall be subject to and conditioned upon the receipt by the Issuer, at the date of delivery and payment for the Bonds, of (i) the purchase price of the Bonds; (ii) a certified copy of the resolution of the Unit approving the Bonds, the Project, and this Resolution; (iii) the Investment Letter, signed by the Purchaser; (iv) satisfactory evidence of allocation; and (v) such opinions, evidence, certificates, instruments, or other documents as shall be requested by the Issuer's Counsel or by Bond Counsel to evidence the 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 each.

Section 17. After any of the Bonds are issued, this Resolution shall be and remain irrevocable until the Bonds or interest thereon shall have been fully paid or provisions for payment made pursuant to the Indenture.

Section 18. If any section, paragraph, clause, or provisions of this Resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution. In case any obligation of the Issuer authorized or established by this Resolution or the Bonds is held to be in violation of law as applied to any

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person or in any circumstance, such obligation shall be deemed to be the obligation of the Issuer to the fullest extent permitted by law.

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