

FILM TITLE PAGE FOR  
COMMISSIONERS COURT MINUTES  
FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN  
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 19  
DAY OF APRIL, 19 87.  
STARTING WITH VOLUME NUMER 0030 PAGE NUMBER 0001.

DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

BY Betty Fulgham  
BETTY FULGHAM DEPUTY

AGENDA  
 FORT BEND COUNTY COMMISSIONERS COURT  
 COURTHOUSE ANNEX, RICHMOND, TEXAS  
 REGULAR SESSION  
 MONDAY, DECEMBER 23, 1985  
 9:00 O'CLOCK A.M.

0030

1. Approve minutes of meeting of December 16, 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. Review fee officers' monthly reports.
6. District Judge Thomas Stansbury, re: discuss and consider personnel and equipment needs for Child Support Office.
7. Consider approval of "Resolution approving the issuance by Fort Bend County Industrial Development Corp. of an issue in the amount of \$750,000 of the Fort Bend Co. Industrial Development Revenue Bonds (Stephen E. Brice Project), Series 1985; approving the resolution of the corporation authorizing the bonds, the issuance of the bonds authorized thereby and the plan of financing approved thereby and the bond documents; and approving the project to be financed with the bonds."
8. Consider approval of payment in the amount of \$109,000 to the State Dept. of Highways & Public Transportation for Highway 6 right-of-way.
9. Consider approval of payment in the amount of \$13,036.27 to Drymalla Construction Co. for Precinct 3 maintenance facility.
10. Consider approval of interlocal agreements between Fort Bend County and various cities within Fort Bend County.
11. Consider advertising for bids on County-owned property for oil, gas and mineral lease for a tract of land (10.547 acres, more or less) situation in the Coon Acres Subdivision.
12. Accept streets in Glenwood Subdivision into the County road maintenance system in Precinct 4.
13. Consider approval of invoice in the amount of \$796.71 to Chris DiStefano and ~~\$73,488.74~~ to The Marton Company on the Law Enforcement Academy project. *46,865.40*
14. Consider awarding bids on (1) library furnishings for George Memorial Library (2) culverts and (3) cleaning supplies & paper products.
15. Consider advertising for bids for portable building for Precinct 4.
16. Consider application from Southwestern Bell Telephone to lay cable along & across Cottonwood Church Rd. & Cottonwood School Rd./Precinct 1.
17. Consider application from Fort Bend Telephone to lay cable along Foster School Rd. in Precinct 2.
18. Consider approval of telephone listings for local directories.
19. Approve plats for the following: (1) Shady Oaks, Section 2, Precinct 1, (2) ~~plat~~ plat of Riverwood Village, Section 3, Precinct 1 & (3) Mockingbird Acres, Section 2, Precinct 2.
20. Meet in Closed Session to discuss litigation, land, and personnel matters as authorized by Art. 6252-17, Section 2(e,f,g), V.T.C.S.
21. Take action on any items discussed in Closed Session.

CONTINUED

00002

AGENDA - PAGE TWO  
FORT BEND COUNTY COMMISSIONERS COURT  
DECEMBER 23, 1985

0030

22. Mr. Charles Slone, re: approval of appraised fair market value and sale of 4.818 acres of highway right-of-way property.
23. Approve bills.
24. Adjournment.

FILED FOR RECORD

~~NOV 21 1985~~ *2:45 PM*

DEC 19 1985

*Deane 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, December 19, 1985 at 2:55 p.m. by *D. Landry*.

17

## REGULAR SESSION

0030

BE IT REMEMBERED That on this 23TH 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
Arthur 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 16, 1985:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of meeting of December 16, 1985.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

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

Sheriff	Constable Precinct #4
Purchasing	County Judge
Welfare Dept.	Constable Precinct #2
328TH District Court	Justice of Peace Place 2
Building Maintenance	Justice of Peace Precinct #1
Extension Service	Fairground
Misc. Administrative	240TH District Court
Road & Bridge, Pct. #1	Justice of Peace, Place 1
Tax Assessor/Collector	Data Processing
Child Support	Vehicle Maintenance

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 county personnel: (Recorded in minutes in full)

Emergency Management Coordinator  
Commissioner Precinct #3

5. REVIEW FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve fee officers' and non-fee officers monthly reports. (Recorded in minutes in full)

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

On this the 23<sup>rd</sup> 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:

	Sheriff	0027	DEPT.	FROM	TO	INCREASE (DECREASE)
1010 Property & Equipment				19,500.00	14,000.00	(5,000.00)
2000 Utilities				210,000.00	204,900.00	(5,100.00)
2030 Groceries				155,000.00	165,100.00	10,100.00 +
				_____	_____	_____
				_____	_____	_____
				_____	_____	_____

DATE: December 16, 1985

DEPARTMENT HEAD: Gen. Lopez

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 23<sup>rd</sup> 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:

0026 CONSTABLE PCT 4 DEPT.	FROM	TO	INCREASE (DECREASE)
0500 Insurance	4580.00	4085.00	(495.00)
0300 Soc Sec	3443.00	3938.00	495.00
Office Supplies	4682.50	4594.63	(87.87)
Property & Equipmt.	5347.48	5435.35	87.87
Tires and Tubes	563.16	363.15	(200.01)
Gas and Oil	6000.00	5799.99	200.01

DATE: 12-19-85

DEPARTMENT HEAD: R. RING

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 23d 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: .

Purchasing	DEPT.	FROM	TO	INCREASE (DECREASE)
0053				
Social Security	0300	5539.32	5834.63	295.31
Retirement	0400	5312.07	5605.05	292.98
Salaries	0200	84,651.32	84,063.03	(588.29)

DATE: December 20, 1985

DEPARTMENT HEAD: \_\_\_\_\_

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 23rd 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:

COUNTY JUDGE	DEPT.	FROM	TO	INCREASE (DECREASE)
CONFERENCES	0701	346.49	316.49	(30.00)
SOCIAL SECURITY	0300	243.49	263.49	20.00
RETIREMENT	0400	488.41	498.41	10.00

DATE: December 20, 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 23<sup>rd</sup> 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:

0029 Welfare Dept.	DEPT.	FROM	TO	INCREASE (DECREASE)
4010 Fees & Services		12,094.44	10,801.21	(1,293.23 Decrease)
0300 Soc. Sec.		3,568.48	3,603.48	35.00 Increase
0400 Retirement		3,543.96	3,558.96	15.00 Increase
0500 Groc.?Medicine		42,500.00	43,063.23	563.23 Increase
0500 Insurance		5,151.83	5,831.83	680.00 Increase

DATE: 12-20-85

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 23<sup>rd</sup> 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>Constable Pct. 2</u> DEPT.	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
1050-0024-0500 Insurance	<u>\$6,870.00</u>	<u>\$8,496.57</u>	<u>+ 1,626.57</u>
1050-0024-0200 Salaries	<u>\$93,040.00</u>	<u>\$91,239.40</u>	<u>- 1,800.60</u>
1050-0024-1010 Prop. & Equip.	<u>\$13,200.00</u>	<u>\$13,338.57</u>	<u>+ 138.57</u>
1050-0024-1062 Office Supplies	<u>\$2,150.00</u>	<u>\$2,152.21</u>	<u>+ 2.21</u>
1050-0024-4010 Fees & Services	<u>\$ 250.00</u>	<u>\$ 283.25</u>	<u>+ 33.25</u>

DATE: December 16, 1985

DEPARTMENT HEAD: W.C. Todd Constable, Precinct #2

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 23<sup>rd</sup> 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>328 District Court</u> DEPT.	FROM	TO	INCREASE (DECREASE)
Property and Equipment	<u>662.32</u>	<u>481.27</u>	<u>(181.05)</u>
Office Supplies	<u>1963.41</u>	<u>2144.46</u>	<u>181.05</u>

DATE: 12/23/85

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 23<sup>rd</sup> day of December, 1985, at a Special Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge  
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 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:

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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:

<u>J.P. 2. Pl. 2</u>	<u>DEPT. #20</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
<u>Utilities</u>		<u>5,877.26</u>	<u>5,874.45</u>	<u>(32.95)</u>
<u>Insurance</u>		<u>6,858.00</u>	<u>6,855.22</u>	<u>2.78</u>
<u>Conferences/Seminars</u>		<u>500.00</u>	<u>530.17</u>	<u>30.17</u>
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____

DATE: 12-17-85

DEPARTMENT HEAD: Mary Fredrickson

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 23<sup>rd</sup> 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>Building Maint.</u>	<u>DEPT #8</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
<u>Insurance</u>		<u>13,603.33</u>	<u>18,821.33</u>	<u>5218.00</u>
<u>Temporary or Extra Help</u>		<u>27,988.00</u>	<u>22,770.00</u>	<u>(5218.00)</u>
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____

DATE: 12/20/85

DEPARTMENT HEAD: Henry Bauer

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 23<sup>rd</sup> day of December, 1985, at a ~~REGULAR~~ 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:

JUSTICE OF THE PEACE #1	DEPT.	FROM	TO	INCREASE (DECREASE)
3020	Rentals	819.60	\$798.30	(21.30)
1062	Office Supplys	-0-	21.30	21.30

DATE: 12-17-85

DEPARTMENT HEAD: Maryl Wase

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 23<sup>rd</sup> 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:

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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	DEPT.	FROM	TO	INCREASE (DECREASE)
10 50 0032 0300 Social Security		4204.00	4299.00	95.00
10 50 0032 0400 Retirement		3718.00	3813.00	95.00
10 50 0032 0500 Insurance (Group)		16279.00	16089.00	(190.00)

DATE: 12/20/85

DEPARTMENT HEAD: P. Johnnie Cooper  
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 23<sup>rd</sup> 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:

	DEPT #33	FROM	TO	INCREASE (DECREASE)
<u>Fairground</u>				
2010 Expenses		25,000.00	23,720.00	(1280.00)
0500 Insurance		6283.00	6843.00	560.00
2000 Utilities		40,000.00	40,720.00	720.00

DATE: 12-23-85

DEPARTMENT HEAD: Lawrence Perkins

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 23<sup>rd</sup> 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>Misc. Administrative DEPT.</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
Repairs To Equipment	<u>20,000.00</u>	<u>21,792.00</u>	<u>1,792.07</u>
Fees & Services	<u>350,000.00</u>	<u>342,376.22</u>	<u>(7,623.78)</u>
Materials & Supplies	<u>10,000.00</u>	<u>15,831.71</u>	<u>5,831.71</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 12/23/85  
 DEPARTMENT HEAD: J Stavinoha

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 23<sup>rd</sup> 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:

240TH DISTRICT COURT	DEPT.	FROM	TO	INCREASE (DECREASE)
Fees & Services				
10 50 0010 4010		183,503.30	183,113.29	(390.01)
Insurance				
10 50 0010 0500		3,101.00	3,237.60	136.60
Office Supplies				
		4,500.00	4,753.41	253.41

DATE: December 16, 1985

DEPARTMENT HEAD: C. A. Berkerson

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 23 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:

PRECINCT #1 -- ROAD & BRIDGE	Dept.	FROM	TO	INCREASE (DECREASE)
0801-0047-7000 Clothing		10,000.00	10,450.93	+ 450.93
0801-0047-0500 Insurance (Group)		62,000.00	65,208.81	+3208.81
0801-0047-4010 Fees & Services		98,000.00	94,340.26	[3,659.74]

DATE: 12-23-85  
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 23<sup>rd</sup> 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>Tax Assessor/Collector</u> DEPT.	FROM	TO	INCREASE (DECREASE)
0201 Temporary Salaries	<u>36,480.00</u>	<u>33,620.00</u>	<u>&lt;2860.00&gt;</u>
0300 Social Security	<u>514,366.65</u>	<u>515,286.65</u>	<u>920.00</u>
0400 Retirement	<u>37,004.00</u>	<u>38,742.00</u>	<u>1,738.00</u>
0700 Travel Allowance	<u>35,588.00</u>	<u>35,689.00</u>	<u>101.00</u>
	<u>3600.00</u>	<u>3,700.00</u>	<u>100.00</u>

DATE: 12-20-85

DEPARTMENT HEAD: Mawin P. White  
by: Jamela K. Wittneben

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 23<sup>rd</sup> 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>J.P. 2 Place /</u>	<u>DEPT.</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
Office Supplies		4418.00	4396.00	(22.00)
Retirement		3072.00	3094.00	22.00

DATE: December 8, 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

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>Data Processing</i>				
7300 Social Security	0300	27,436.00	27,293.00	(63.00)
7780 Longevity	0250	1,375.00	1,400.00	5.00
1010 Fees & Services	4010	144,947.00	145,005.00	58.00

DATE: 12/23/85

DEPARTMENT HEAD: Charles W. Miller

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

00022  
X  
542

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

On this the 23<sup>rd</sup> 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>Child Support</u>	DEPT.	FROM	TO	INCREASE (DECREASE)
<u>Temporary or Extra Help</u>		<u>2800.00</u>	<u>3085.00</u>	<u>285.00</u>
<u>Social Security</u>		<u>2679.00</u>	<u>2700.00</u>	<u>21.00</u>
<u>Office Supplies</u>		<u>9500.00</u>	<u>994.00</u>	<u>(306.00)</u>

DATE: 23 December 1985

DEPARTMENT HEAD: E. Elizabeth LaCaro

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 23rd 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>Veh. Maint</u>	<u>DEPT.</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
1050-0028-0500		3,379.84	1,879.84	(1,500.00)
1050-0028-1010		13,000.00	14,400.00	1,400.00
1050-0028-3020		3,500.00	3,600.00	100.00

DATE: 12-19-85

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



00024

4

0030

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:

Mel L. Speed

Period: 2/18-20/86 Date of Departure Feb 18, 1986

Date of Return February 20, 1986

Purpose of Trip: Attend State Emergency Management Conference in Austin, Texas. Estimated Expense \$230.00

Places to be Visited: Austin, Texas (Austin Hilton Inn)

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

Personal vehicle

Melvin L. Speed (Signature)

Name

12/18/85

Date

Emergency Management Coordinator

Title

Approved: Commissioners' Court

(Signature of County Judge)

County Judge

12-23-85

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:

ALTON B. PRESSLEY

Period: Date of Departure Feb 18, 1986 Date of Return Feb 20, 1986

Purpose of Trip: Emergency Management Conference

Places to be Visited: Austin, Tex.

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

personal auto Alton B. Pressley Name

December 23, 1985 Date

County Commissioner Title

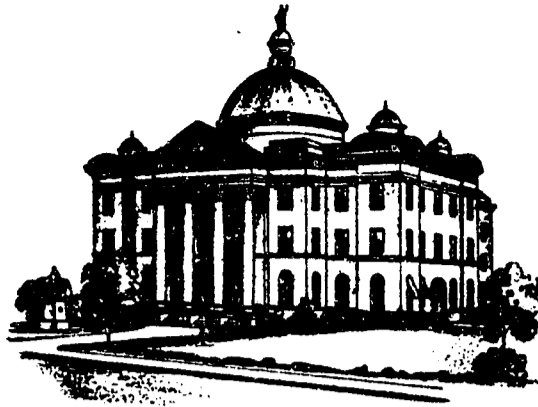
Approved: Commissioners' Court

[Signature] County Judge

12-23-85 Date

0030

JOYCE TOMPKINS



COUNTY AUDITOR

STATE OF TEXAS  
**COUNTY OF FORT BEND**

P. O. DRAWER 549  
 RICHMOND, TEXAS  
 77469

DECEMBER 23, 1985

Commissioners Court  
 Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

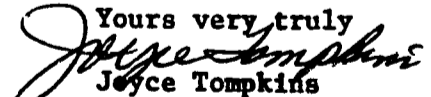
We have examined the monthly reports of certain Non-Fee Officers identified below for the month of November 1985. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

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 Nov 1985 be approved as recommended by the County Auditor in her letter of December 23, 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

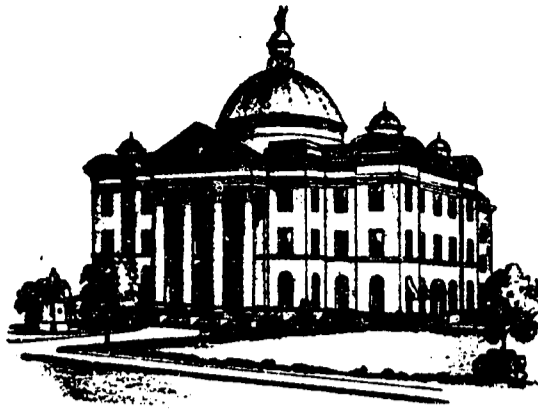
Yours very truly  
  
 Joyce Tompkins  
 County Auditor

NON-FEE OFFICER'S REPORT  
COMMISSIONERS' COURTNOVEMBER 1985

CHILD SUPPORT	<u>756.00</u>
HEALTH AND SANITATION	<u>557.00</u>
AMBULANCE	<u>10,255.30</u>
ANIMAL CONTROL	<u>2145.00</u>
SANITARY LANDFILL	<u>80,523.91</u>
LIBRARIES	<u>2357.91</u>
INDIGENT CARE	<u>112.00</u>
FAIRGROUNDS	<u>4199.50</u>
ADULT PROBATION (FUND 99)	<u>17,401.00</u>
JUVENILE PROBATION	<u>1557.35</u>
COUNTY ENGINEERING	<u>150.00</u>
BAIL BOND BOARD	<u>1000.00</u>
TOTAL FOR THE MONTH	<u><u>121,014.97</u></u>

00028

JOYCE TOMPKINS



COUNTY AUDITOR

STATE OF TEXAS  
**COUNTY OF FORT BEND**

P. O. DRAWER 549  
RICHMOND, TEXAS  
77469

DECEMBER 23, 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 November 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 November 1985 be approved as recommended by the County Auditor in her letter of December 23, 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

00029

## COMMISSIONERS COURT

NOVEMBER 1985

OFFICER	FEES OF OFFICE TO GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL AMOUNT COLLECTED
County Judge	932.50			932.50
County Clerk Civil 3242.25				
Criminal 3977.00	59,182.00	18,317.00	11,268.50	88,767.50
District Clerk Civil 15,143.61				
Criminal 617.50	24,600.61	2080.00	31,842.42	58,523.03
Tax Collector	175,315.89			175,315.89
District Atty.	1615.18			1615.18
Sheriff Civil 5812.00				
Criminal 2575.00	8387.00		40,840.00	49,227.00
J.P.#1 Civil 212.00				
Criminal 16,025.35	16,954.35		4115.15	21,069.50
J.P.#2-1 Civil 5613.00				
Criminal 279.00	6794.00		1136.00	7930.00
J.P.#2-2 Civil 42.00				
Criminal 11,008.90	11,176.90		3177.70	14,354.60
J.P.#3 Civil 430.00				
Criminal 10,239.10	12,918.10		2279.90	15,198.00
J.P.#4 Civil 91.00				
Criminal 6501.09	6893.09		1773.00	8666.09
Constable #1	2874.12		155.00	3029.12
Constable #2	1433.00		40.00	1473.00
Constable #3	3480.00		153.95	3633.95
Constable #4	898.04		1477.68	2375.72
<b>TOTAL</b>	<b>333,454.78</b>	<b>20,397.00</b>	<b>98,259.30</b>	<b>452,111.08</b>

\* 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.

00030

TAX COLLECTOR  
NOVEMBER 1985

REC'D	DESCRIPTION	AMOUNT
11/5	June 85 supplement to Dec 84 beer & liquor fees Black	247.50
11/5	Oct 85 commissions pgs 9 10 11 12 Gaines	1832.47
11/7	July 81 co portion sales tax& int. Feb 85 Black	1122.48
11/7	Oct 85 commission on ACC & atty fees Gaines	44,390.23
11/13	April 84 --Nov 84 comm on ACC Black	37,572.71
11/13	Sept 85 beer & liquor fees Gaines	4087.50
11/13	Sept 85 beer & liquor fees commissions Gaines	310.50
11/15	Oct 85 beer & liquor fee "	5025.00
11/15	Oct 85 beer & liquor fees commissions "	463.00
11/15	Oct 85 highway fees "	46,725.88
11/19	Oct 85 interest "	1977.53
11/19	Oct 85 interest Black	455.92
11/19	May 85 comm on ACC & atty fees Gaines	17,914.97
11/22	Oct 85 comm pgs 13 14 Nov. comm pgs 1 2 3 "	1776.20
11/25	Sept 85 comm on tax and MUD cert. "	964.00
	Titles	<u>10,450.00</u>
		<u>175,315.89</u>

6. DISTRICT JUDGE THOMAS STANSBURY, RE: DISCUSS AND CONSIDER PERSONNEL AND EQUIPMENT NEED FOR CHILD SUPPORT OFFICE:

Moved by Commissioner Pustka to deny request of District Judge Thomas Stansbury.

Failed due to lack of a second.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting no, it is ordered to authorize continuance of temporary help for six months salary totaling \$6,270.00 plus social security and \$960.00 for 6 button phone. Funds to come from EP-14 Interest.

Judge Stansbury discussed the request.

7. CONSIDER APPROVAL OF "RESOLUTION APPROVING THE ISSUANCE BY FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORP. OF AN ISSUE IN THE AMOUNT OF \$750,000 OF THE FORT BEND CO. INDUSTRIAL DEVELOPMENT REVENUE BONDS (STEPHEN E. BRICE PROJECT), SERIES 1985; APPROVING THE RESOLUTION OF THE CORPORATION AUTHORIZING THE BONDS, THE ISSUANCE OF THE BONDS AUTHORIZED THEREBY AND THE PLAN OF FINANCING APPROVED THEREBY AND THE BOND DOCUMENTS; AND APPROVING THE PROJECT TO BE FINANCED WITH THE BONDS":

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve "Resolution Approving the Issuance by Fort Bend County Industrial Development Corp. of an issue in the amount of \$750,000 of the Fort Bend County Industrial Development Revenue Bonds". (Recorded in minutes in full)

8. CONSIDER APPROVAL OF PAYMENT IN THE AMOUNT OF \$109,000 TO THE STATE DEPT. OF HIGHWAYS & PUBLIC TRANSPORTATION FOR HIGHWAY 6 RIGHT-OF-WAY:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve \$109,000 to the State Department of Highways & Public Transportation for Highway 6 right-of-way.

9. CONSIDER APPROVAL OF PAYMENT IN THE AMOUNT OF \$13,036.27 TO DRYMALLA CONSTRUCTION CO. FOR PRECINCT 3 MAINTENANCE FACILITY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve payment in the amount of \$13,036.27 to Drymalla Construction Co. for Precinct 3 maintenance facility. (Recorded in minutes in full)

10. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS BETWEEN FORT BEND COUNTY AND VARIOUS CITIES WITHIN FORT BEND COUNTY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve interlocal agreements between the following cities within Fort Bend County: (Recorded in minutes in full)

- City of Meadows (Road Maintenance & Improvements)
- City of Meadows (Enforcement of Animal Control)
- City of Meadows (Enforcement of Health Regulations)
- City of Missouri City (Housing of Prisoners)
- City of Missouri City (Drainage Maintenance in 1986)
- City of Missouri City (Roadway Maintenance & Improvements)
- City of Rosenberg (Housing of Prisoners)



0030

## MINUTES AND CERTIFICATION

The Commissioners' Court (the "Governing Body") of Fort Bend County, Texas (the "Unit"), convened in regular meeting open to the public at the regular meeting place thereof 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 is incorporated in the hereinbelow specified Resolution), such notice having been published in at least one newspaper of general circulation in Fort Bend County, Texas, pursuant to the provisions of Section 103(k) of the Internal Revenue Code of 1954, as amended, and posted as prescribed by Article 6252-17, V.A.T.C.S., and the roll of the duly constituted officers and members of the Governing Body was called, which officers and members are as follows, to-wit:

County Judge  
County Clerk

Jodie E. Stavinoha  
Dianne Wilson

Commissioners

Alton B. Pressley  
Johnnie Putska  
Ben Denham  
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:

RESOLUTION APPROVING THE ISSUANCE BY THE FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION OF AN ISSUE IN THE AMOUNT OF \$750,000 OF THE FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION INDUSTRIAL DEVELOPMENT REVENUE BONDS (STEPHEN E. BRICE PROJECT), SERIES 1985; APPROVING THE RESOLUTION OF THE CORPORATION AUTHORIZING THE BONDS, THE ISSUANCE OF THE BONDS AUTHORIZED THEREBY AND THE PLAN OF FINANCING APPROVED THEREBY AND THE BOND DOCUMENTS; AND APPROVING THE PROJECT TO BE FINANCED WITH THE BONDS

The Resolution, a full, true and correct copy of which is attached hereto, was read and reviewed by the Governing Body.

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING ISSUANCE BY THE FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION OF AN ISSUE IN THE AMOUNT OF \$750,000 OF THE FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION INDUSTRIAL DEVELOPMENT REVENUE BONDS (STEPHEN E. BRICE 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; AND APPROVING THE PROJECT TO BE FINANCED WITH THE BONDS

WHEREAS, the Commissioners' Court (the "Governing Body") of Fort Bend County, Texas (the "Unit"), has approved and authorized the creation of the Fort Bend Industrial Development Corporation (the "Corporation") as a Texas non-profit 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 to promote and encourage employment and the public welfare; and

WHEREAS, the Corporation 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 said term is defined in the Act, and to loan the proceeds thereof to finance all or part of the costs thereof; and

WHEREAS, the Corporation, by resolution (the "Bond Resolution") adopted December 23, 1985, has authorized (a) the issuance and sale of its \$750,000 Industrial Development Revenue Bonds (Stephen E. Brice Project), Series 1985 (the "Bonds"), and (b) a Loan Agreement, among the Corporation, Stephen E. Brice (the "Owner"), and MBank San Felipe, N.A. (the "Bank"), wherein the Corporation agrees to issue and sell the Bonds to provide funds to finance a certain industrial and manufacturing project of the Owner (the "Project") located within the Unit, together with certain other agreements of the Corporation in connection therewith (collectively, the Loan Agreement and such other agreements shall be referred to as the "Bond Documents"); and

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. After all persons present desiring to speak had addressed the Governing Body, the public hearing was declared closed by the following vote:

AYES: 5 NOES: 0  
 ABSTENTIONS: 0

Upon motion duly made and seconded, the Resolution was finally passed and adopted by the following vote:

AYES: 5 NOES: 0  
 ABSTENTIONS: 0

The Presiding Officer then declared the Resolution passed and signed and approved the same in the presence of the Governing Body.

MINUTES APPROVED AND CERTIFIED TO BE TRUE AND CORRECT 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 the Governing Body of the Unit.

Said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Article 6252-17, Vernon's Annotated Texas Civil Statutes, as amended.

EXECUTED this 23 day of December, 1985.

Jodie E. Stovall  
 County Judge  
Deanne Wilson  
 County Clerk

170BCSWW

**EXHIBIT A**

NOTICE OF PUBLIC HEARING  
TO BE HELD BY THE  
COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS  
REGARDING  
FORT BEND INDUSTRIAL DEVELOPMENT CORPORATION  
INDUSTRIAL DEVELOPMENT REVENUE BONDS  
SERIES 1985 (BRICE COMPANY PROJECT)

Notice is hereby given of a public hearing to be held by Commissioners' Court (the "Governing Body") of Fort Bend County, Texas (the "Unit"), on December 23, 1985, at 9:00 a.m., at Fort Bend County Courthouse Annex, 300 Jackson Street, Richmond, Texas, with respect to an issue by Fort Bend County Industrial Development Corporation (the "Issuer") of industrial development revenue bonds (the "Bonds") to be issued in the face amount of not more than \$1,000,000 by the Issuer the proceeds of which Bonds will be loaned to S. E. Brice (the "User") to provide financing for the acquisition of that certain 1.584 acre tract of land (the "Property") located at the southwest corner of the intersection of Greenbriar Drive and Century Drive, in Stafford, Texas, and the acquisition and construction on said Property of a 25,000 square foot office-warehouse project, including parking facilities (collectively, the "Project"). The initial and exclusive owner, operator and manager of the Project will be the User.

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 Ms. Barbara Pickthall, Fort Bend County Courthouse Annex, 300 Jackson Street, Richmond, Texas, (713) 342-3411, extension 214.

Persons who intend to appear at the hearing and express their views are invited to contact Ms. Barbara Pickthall either in writing or by telephone in advance of the hearing. Any interested persons unable to attend the hearing may submit their views in writing to Ms. Barbara Pickthall prior to the date scheduled for the hearing. The Governing Body of the Unit will reschedule the location and time of the hearing or schedule an additional hearing if requested to do so in written requests submitted to Ms. Barbara Pickthall prior to the aforementioned date of the hearing by a significant number of interested persons.

This notice is published, and the aforementioned 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 interest on the Bonds.

167BCSK

WHEREAS, the Act requires that the governing body of the Unit approve, by written resolution, any agreement to issue bonds approved by the Corporation; and

WHEREAS, Section 103(k) of the Internal Revenue Code of 1954, as amended (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 facilities related to the Project, and further requires the Unit's approval of the issuance of the Bonds and authorizes the Unit's approval of a plan of financing facilities related to the Project after such public hearing following reasonable public notice; and

WHEREAS, pursuant to Section 103(k) of the Code, this Governing Body, after giving reasonable public notice, in substantially the form and substance appearing in Exhibit A hereto, by having said notice published at least one time in a newspaper of general circulation in the Unit, as shown on the affidavit of publication appearing in Exhibit B hereto, 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; and

WHEREAS, this Governing Body 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 FORT BEND COUNTY, TEXAS:

Section 1. The Unit, acting through this Governing Body, hereby approves:

- (a) the Project;
- (b) the Bond Resolution and the plan of financing approved thereby;
- (c) 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

(d) the Bond Documents, copies of which are on file among the records of this meeting.

Section 2. The Unit, acting through this Governing Body, hereby finds, determines and declares, but solely for its own purposes in performing its duties under the Act and the Commission Rules, that:

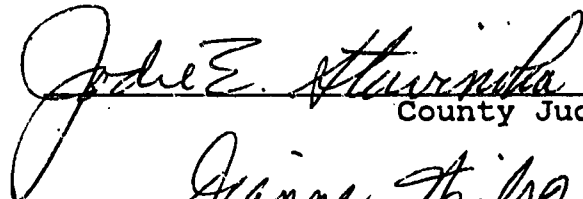
(a) the Project is in furtherance of the public purposes of the Act, and is required or suitable for the promotion of development and expansion of industrial and manufacturing facilities and distribution centers; and


(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.

Section 3. The Unit, acting by and through this Governing Body, hereby assigns to the Corporation 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 4. This Resolution shall take effect immediately from and after its adoption.

PASSED AND APPROVED this 23rd day of December, 1985.

  
 \_\_\_\_\_  
 County Judge

  
 \_\_\_\_\_  
 County Clerk

165BCSP

PUBLISHER'S AFFIDAVIT

THE STATE OF TEXAS  
County of Fort Bend,

EXHIBIT B

On this the 12 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)

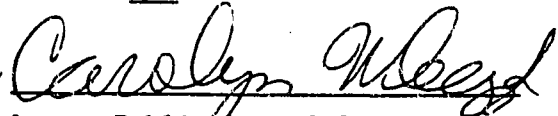
which is hereto annexed, was published in said newspaper in one issue(s) thereof on the following date(s):  
December 9,  
A.D. 1985.

NOTICE OF PUBLIC HEARING  
TO BE HELD BY THE  
COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS  
REGARDING  
FORT BEND INDUSTRIAL DEVELOPMENT CORPORATION  
INDUSTRIAL DEVELOPMENT REVENUE BONDS  
SERIES 1985 (BRICE COMPANY PROJECT)

Notice is hereby given of a public hearing to be held by Commissioners' Court (the "Governing Body") of Fort Bend County, Texas (the "Unit"), on December 23, 1985, at 9:00 a.m., at Fort Bend County Courthouse Annex, 300 Jackson Street, Richmond, Texas, with respect to an issue by Fort Bend County Industrial Development Corporation (the "Issuer") of industrial development revenue bonds (the "Bonds") to be issued in the face amount of not more than \$1,000,000 by the Issuer the proceeds of which Bonds will be loaned to S.E. Brice (the "User") to provide financing for the acquisition of that certain 1.584 acre tract of land (the "Property") located at the southwest corner of the intersection of Greenbriar Drive and Century Drive, in Stafford, Texas, and the acquisition and construction on said Property of a 25,000 square foot office-warehouse project, including parking facilities (collectively, the "Project"). The initial and exclusive owner, operator and manager of the Project will be the User.



Subscribed and sworn to before me, this the 12 day of December A. D. 1985.



Notary Public in and for Fort Bend County, Texas

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 Ms. Barbara Pickthall, Fort Bend County Courthouse Annex, 300 Jackson Street, Richmond, Texas, (713) 342-3411, extension 214.

Persons who intend to appear at the hearing and express their views are invited to contact Ms. Barbara Pickthall either in writing or by telephone in advance of the hearing. Any interested persons unable to attend the hearing may submit their views in writing to Ms. Barbara Pickthall prior to the date scheduled for the hearing. The Governing Body of the Unit will reschedule the location and time of the hearing or schedule an additional hearing if requested to do so in written requests submitted to Ms. Barbara Pickthall prior to the aforementioned date of the hearing by a significant number of interested persons.

This notice is published, and the aforementioned 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 interest on the Bonds.

# 8

12/17 cc: Comm. Pustka  
Comm. Denham  
Comm. Pressley 00039  
Comm. Lutts  
Stanley Kucherka  
Agenda/12/23/85  
Dianne Wilson  
Kathy Hynson  
Joyce Tompkins  
ENGINEER-DIRECTOR  
MARK G. GOODE



STATE DEPARTMENT OF HIGHWAYS  
AND PUBLIC TRANSPORTATION

COMMISSION

ROBERT C. LANIER, CHAIRMAN  
ROBERT H. DEDMAN  
JOHN R. BUTLER, JR.

P. O. Box 1386  
Houston, Texas 77251-1386

December 13, 1985

IN REPLY REFER TO  
FILE NO.  
ADE-R

Parcel No. 1  
Right of Way Procurement from M.P.R.R.  
Fort Bend County  
CSJ No. 192-1-49  
Account No. 8012-1-85  
S.H. 6: From Approx. 1.9 Miles East of U.S. 59 Southeast  
to Approx. 3.7 miles and at the Existing S.H. 6  
Crossing Southeast of Dewalt

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

Dear Judge Stavinoha:

With reference to your letter dated May 31, 1984 (copy attached), we anticipate consummating the subject transaction with the Missouri Pacific Railroad Company in early 1986.

We are hopeful, with both Fort Bend County and Missouri City's participation, this large and substantial tract can be acquired for improvements to State Highway 6.

Upon receipt of Fort Bend County's warrant for \$109,000, we will proceed with this acquisition.

Very truly yours,

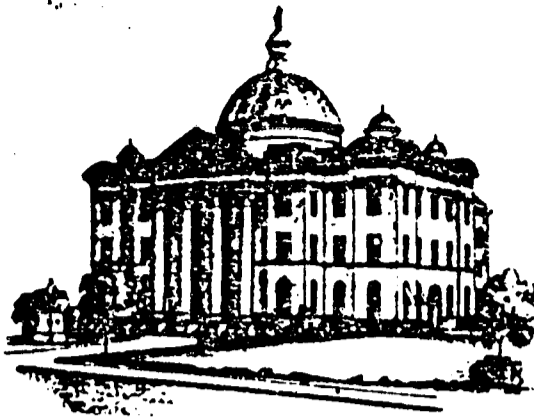
for Omer F. Poorman  
District Engineer  
District No. 12

HL/edg





00040

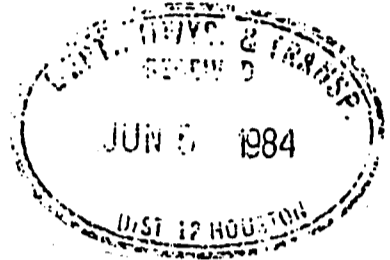


Office of  
JODIE E. STAVINOHA  
County Judge

P. O. Box 368  
Richmond, Texas 77469  
(713) 342-3411

STATE OF TEXAS COUNTY OF FORT BEND

May 31, 1984



Mr. Omer F. Poorman  
District Engineer  
District No. 12  
State Dept. of Highways &  
Public Transportation  
P. O. Box 1386  
Houston, Texas 77251

Re: Proposed Acquisition of  
Right-of-Way for S.H. 6,  
Fort Bend County  
Minute Order #80966

Dear Mr. Poorman:

Attached is the executed Agreement to Contribute Funds (original and three copies) for the proposed acquisition of right-of-way along State Highway 6.

Fort Bend County wishes to defer payment in the amount of \$109,000 until an accurate appraisal of the land to be acquired has been made.

The money (\$109,000) has been budgeted for this project and will be available upon request.

Yours very truly,

*Jodie E. Stavinoha*  
Jodie E. Stavinoha,  
County Judge

LES:nl  
Attachments

RIGHT OF WAY  
DEPARTMENT  
JUN 5 1984



#9

FORT BEND COUNTY

ACCOUNTS PAYABLE  
INVOICE TRANSMITTAL FORM

12 DIGIT DISTRIBUTION CODE:

0803-0049-6019

VENDOR NAME: Drymalla Construction Co. Inc.

ADDRESS: P. O. Box 698

VENDOR NUMBER:

CITY: Columbus, Texas 78934

PURCHASE ORDER NUMBER(S):

STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

ADDRESS CHANGE? \_\_\_\_\_ DATE: 12 / 18 / 85

\*MULTIPLE POSTING? \_\_\_\_\_

DOES THIS PURCHASE INCLUDE AN ITEM OR ITEMS THAT ARE CONSIDERED TO BE FIXED ASSETS? \_\_\_\_\_  
IF YES, THEN PLEASE FILL OUT THE INVENTORY ACTION NOTICE AND SUBMIT WITH THIS FORM.

\*NOTE: CHARGES TO THE SAME VENDOR MAY BE COMBINED ONTO ONE TRANSMITTAL FORM, EVEN IF BEING EXPENDED FROM DIFFERENT LINE ITEMS.

DESCRIPTION: INVOICE NUMBERS, ACCOUNT NUMBERS, ETC.	AMOUNT
Invoice# 2399, Maintenance Facility	\$ 1,303.627
TOTAL	\$ 1,303.627

ORDERED BY:

*Wm B Prusky*

DEPARTMENT HEAD OR AUTHORIZED SIGNATURE

APPROVED BY:

COUNTY AUDITOR/ASSISTANT AUDITOR

ALLOWED IN:

TERM OF COURT

00042

AS PER ORIGINAL

RECEIVED DEC 6 8 1985

**DCCI**



**DRYMALLA CONSTRUCTION CO. INC.**  
GENERAL CONTRACTOR

P.O. BOX 698 • COLUMBUS, TEXAS 78934 COLUMBUS (409) 732-5731  
HOUSTON (713) 342-3853

December 3, 1985

Fort Bend County Precinct #3  
1809 Eldridge  
Sugarland, Texas 77478

Re: Maintenance Facility

Gentlemen:

Enclosed is our second (2) estimate for labor and material stored or incorporated into the above referenced project from October 31, 1985 to November 30, 1985, for your approval and payment.

Thank you for your cooperation and attention.

Very truly yours,

DRYMALLA CONSTRUCTION COMPANY, INC.

A handwritten signature in cursive script, appearing to read "Ronnie Aschenbeck".

Ronnie Aschenbeck  
Project Manager

RA:pas

Encl.

\*Please allow for the following rainy days:

November 11, 1985	-	1 Day
November 27, 1985	-	1 Day

**APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702** (Instructions on reverse side) PAGE ONE OF PAGES

TO (OWNER): Fort Bend County Precinct #3 PROJECT: Maintenance Facility APPLICATION NO: 002 Distribution to:  
 1809 Eldridge  OWNER  
 Sugarland, Texas 77478  ARCHITECT  
 FROM (CONTRACTOR): Drymalla Construction Co., Inc.(ARCHITECT):  CONTRACTOR  
 P.O. Box 698  
 Columbus, Texas 78934 PROJECT NO: 2399

CONTRACT FOR: CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

**CHANGE ORDER SUMMARY**

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	\$ 4,270.00	\$ 1,492.00
Approved this Month		
Number	Date Approved	
TOTALS		
Net change by Change Orders	\$ 2,778.00	2,432.00

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~~ <sup>current</sup> payments shown herein is now due.

CONTRACTOR: DRYMALLA CONSTRUCTION COMPANY INC  
 By: *[Signature]* Date: 12/4/85

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 171,000.00
2. Net change by Change Orders ..... \$ ~~2,778.00~~ 2,432
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ ~~173,778.00~~ 173,432
4. TOTAL COMPLETED & STORED TO DATE, ..... \$ 116,485.55 / 116,137  
 (Column G on G703)
5. RETAINAGE:  
 a. ~~10%~~ % of Completed Work \$ ~~5,824.28~~ 11,613.96  
 (Column D + E on G703)  
 b. \_\_\_\_\_ % of Stored Material: \$ \_\_\_\_\_  
 (Column F on G703)  
 Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... \$ ~~5,824.28~~ 11,613.96
6. TOTAL EARNED LESS RETAINAGE ..... \$ ~~110,661.27~~ 104,523  
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$ 96,900.76 41,487
8. CURRENT PAYMENT DUE ..... \$ ~~13,760.51~~ 13,036
9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$ ~~63,116.73~~ 68,926  
 (Line 3 less line 6)

State of: Texas County of: Colorado  
 Subscribed and sworn to before me this 3 day of Dec. 1985  
 Notary Public: *[Signature]*  
 My Commission expires: 12-30-85

**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 shown and the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_  
 (Attach explanation if amount certified differs from the amount applied for.)  
 ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 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 the Contract.

THE STATE OF TEXAS       §

COUNTY OF FORT BEND       §

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
THE CITY OF MEADOWS, TEXAS

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's assistance in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the County desires to assist the City in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of said City;

WHEREAS, the governing body of said County 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 and City mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.
2. The letter from the Mayor of the City shall set forth the following:
  - a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

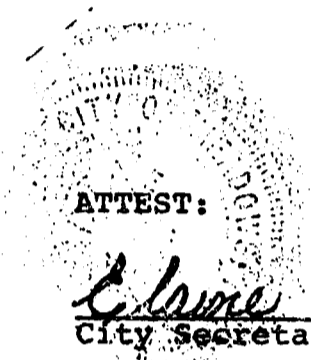
- b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.
  - c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.
  - d. That the City agrees to pay for any and all materials used by the County pertaining to the request.
3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.
5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.
6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

- 7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
- 8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.
- 9. 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 10<sup>th</sup> day of DECEMBER, 1986.

City of Meadows, Texas

Sue Troyer  
Mayor



ATTEST:

Clara Kemp  
City Secretary

SIGNED this 23 day of December, 1985.

County of Fort Bend

John E. Havinsda  
County Judge

ATTEST:

Dianne Wilson  
County Clerk

THE STATE OF TEXAS       §  
 COUNTY OF FORT BEND     §

0030

INTERLOCAL AGREEMENT  
FOR ENFORCEMENT OF ANIMAL CONTROL

THIS AGREEMENT is entered into by and between the COUNTY OF FORT BEND, TEXAS, hereinafter referred to as "County", and the CITY OF MEADOWS, TEXAS, a Municipal Corporation duly organized and existing under the laws of the State of Texas, hereinafter referred to as "Meadows".

RECITALS

WHEREAS, the City of Meadows, as a general law city in the State of Texas, is empowered under Article 1015, of the Revised Civil Statutes of the State of Texas, as follows:

Section 1 - Promotion of Health - to do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease.

Section 11 - Nuisances - to abate and remove nuisances and to punish the authors thereof by fine, and to define and declare what shall be nuisances and authorize and direct the summary abatement thereof; and to abate all nuisances which may injure or affect the public health or comfort in any manner they may deem expedient.

Section 15 - Dogs - to tax, regulate or restrain and prohibit the running at large of dogs and authorize their destruction when at large contrary to Ordinances, and to impose penalties for violations of such ordinances.

WHEREAS, the City of Meadows has passed an Ordinance No. 84-049 on or about June 12, 1984, a copy of which is attached hereto as Exhibit "A" and is incorporated herein for all purposes, hereinafter referred to as "Ordinance", which is designed generally to regulate the keeping of dogs and cats within the City Limits and to provide for the capturing and impounding and further handling of such animals.

WHEREAS, the City of Meadows does not have the personnel, equipment and/or facilities with which to adequately



enforce the Ordinance, and desires that Fort Bend County assist in the enforcement of the Ordinance through its Animal Control Department, its employees, authorized agents and representatives to generally assist in animal control within the said City.

WHEREAS, this Agreement between the City of Meadows and the County is entered into pursuant to the terms of Article 4413(32c) of the Revised Civil Statutes of Texas, hereinafter referred to as the Interlocal Agreement Act, within the terms of which the City of Meadows and the County agree that the Fort Bend County Animal Control Department shall be designated as the "Regulatory Authority" for the enforcement of the animal control regulations within the City Limits of the said City of Meadows; and

WHEREAS, the County agrees to provide the Fort Bend County Animal Control Department with personnel, equipment and/or facilities to promote and accomplish the purpose of this Agreement at the cost hereinafter established, subject to the terms and provisions hereof providing for reimbursement of the County by the City of Meadows for certain additional expenses.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

(1) The parties hereby agree that the County's Animal Control Office and such other agencies of the County as may be designated by the County from time to time, shall have full enforcement authority under the terms of the Ordinance together with general animal control authority which it otherwise has.

(2) Fort Bend County has a General Policy & Procedure for Animal Control Service of the Fort Bend County Animal Control Department. Attached and made a part hereof for all purposes is a copy of such general policy and procedures. This

Agreement is made subject to and conditioned upon the terms and regulations contained within said policy and procedures, and provided further, this Agreement is made subject to, and will automatically change, if such general policy and procedure is amended or changed by Commissioners' Court, upon written notice to the City of Meadows.

(3) The County is to be paid a fee by Meadows for the services provided hereunder at a rate of Four and No/100 Dollars (\$4.00) per call during normal duty hours and Six and No/100 Dollars (\$6.00) per call for after hour or holiday emergency calls. Meadows further agrees to pay the County Five and No/100 Dollars (\$5.00) per animal per day for board up to a maximum of three (3) days for untagged animals, three (3) days for tagged animals, and ten (10) days for rabies quarantine. There will be no board fees for unweaned puppies or kittens held with the parent animal. Meadows agrees to release to the County any unclaimed animals at the end of the stipulated time for final disposition. Citizens of Meadows will be charged fees upon claiming their animals for impoundment and rabies vaccinations fees, as provided in the Policy and Procedure Regulations of Fort Bend County Animal Control Department, by money order to the County, and board and license fees payable to the City. Any excess board on animals already released by the City to the County will be paid to the County.

(4) In cases where County personnel must appear in Municipal Court and/or any other Court of jurisdiction, concerning the enforcement of any matter contained within this Interlocal Agreement, Meadows will pay the County Five and No/100 Dollars (\$5.00) per hour for any hour or part of an hour that the officer is in Court.

(5) Meadows agrees to provide police assistance when necessary to the County animal control personnel while the

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personnel are within the corporate limits of Meadows.

(6) It is agreed and understood that the County and Fort Bend County Animal Control office shall have full authority and discretion to implement and enforce the Ordinance as they, in their sole discretion, deem necessary or advisable. Meadows agrees to indemnify and hold the County harmless with respect to any and all claims, demands, and suits, including reasonable and necessary attorney's fees and court costs, arising out of the questions as to the validity and/or enforceability of the Ordinance, or arising out of the proper and lawful enforcement of such Ordinance. The County agrees to indemnify and hold Meadows harmless with respect to any and all claims, demands or suits, including reasonable and necessary attorney's fees and court costs, arising out of the actions by the County and its employees, agents or representatives, which exceed the proper and lawful enforcement of the Ordinance in question, and which the County or its employees, agents or representatives have been found totally negligent or willful or malicious in their actions, pursuant to this Agreement.

(7) Before there can be any additions to the duties and responsibilities of the parties other than those set forth in this agreement, the same must be approved in writing by the parties, dated subsequent to the date hereof.

(8) This agreement is on a year to year basis and automatically terminates on the 31st day of December, 1986, and the same must be renewed annually, in writing, by the agreement of all parties.

(9) This agreement may be automatically terminated upon thirty (30) days written notice by either party.

(10) Each of the parties to this agreement represents and warrants to the other that the execution of this agreement has

been duly authorized by their respective governing bodies.

EXECUTED this the 23 day of December, 1985.

COUNTY OF FORT BEND, TEXAS

By: Jodie E. Stavinoha  
Jodie E. Stavinoha  
County Judge

ATTEST:  
Hanne Wilson  
County Clerk

EXECUTED this the 10<sup>th</sup> day of DECEMBER, 1986.

CITY OF MEADOWS, TEXAS

By: Aue Grayson  
Mayor

ATTEST:  
Colaine Sluff  
City Secretary

ORDINANCE NO. 84-049

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MEADOWS, TEXAS, BY ADDING THERETO A NEW CHAPTER 6, ENTITLED "ANIMAL CONTROL REGULATIONS", TO PROVIDE FOR THE REGULATION AND CONTROL OF ANIMALS OWNED OR LOCATED WITHIN THE CITY.

BE IT ORDAINED BY THE CITY COUNCIL  
OF THE CITY OF MEADOWS, TEXAS:

1. That the Code of Ordinances of the City of Meadows, Texas is hereby amended by adding thereto a new Chapter 6, entitled "ANIMAL CONTROL REGULATIONS", which Chapter shall read as set out in Exhibit "A" attached hereto.

PASSED and APPROVED this, the 12 day of JUNE  
\_\_\_\_\_, 1984.

Luc Proyer  
\_\_\_\_\_  
Mayor, City of Meadows, Texas

ATTEST:

Clare Huff  
\_\_\_\_\_  
City Secretary

## Chapter 6

ANIMAL CONTROL REGULATIONSSec. 6-1. Definitions.

As used in this Chapter, unless the context otherwise indicates:

At large shall be intended to mean not confined within the owner's premises, owner's fence or under the control of the owner or keeper or his agent <sup>AT HEEL OR</sup> by means of a leash, chain, rope or cord not more than ten (10) feet in length, and of sufficient strength to control the conduct of the animal.

Dog shall be intended to mean both male and female.

CAT shall be intended to mean both male and female.

Inoculated shall be an injection of a type of rabies vaccine approved by the State Veterinarian and applied by a veterinarian licensed under State law.

Owner shall be intended to mean any person or persons, firm, association or corporation owning, keeping, or harboring an animal.

Sec. 6-2. Licensing and registration.

All dogs over the age of six (6) months kept, harbored or maintained by their owners in the City shall be licensed and registered annually. A dog license shall be issued by the City upon payment of a license tax of one dollar (\$1.00) per <sup>animal</sup> dog. The owner shall state at the time application is made for such license, and upon printed forms provided for such purpose, his name, address and telephone number, and the name, breed, color, sex and rabies inoculation date and tag number of each dog <sup>OR CAT</sup> owned or kept by him. All licenses shall expire one year from the inoculation date. The license shall be applied for within thirty (30) days after the dog <sup>OR CAT</sup> has been inoculated, or within thirty (30) days after a dog reaches the age of six (6) months, or within thirty (30) days after a dog is newly acquired or brought into the City, whichever event occurs first.

The provisions of this Section shall not be intended to apply to dogs <sup>OR CATS</sup> whose owners are nonresidents temporarily within the City, nor to dogs <sup>OR CATS</sup> brought into the City for the purpose of participating in any dog <sup>OR CAT</sup> show, nor to "seeing-eye" dogs properly trained to assist blind persons when such dogs are actually being

used by blind persons for the purpose of aiding them in going from place to place.

Sec. 6-3. Tag and collar; fees not to be refunded.

Upon payment of the license fee, the City shall issue to the owner a license certificate and a tag for each dog<sup>OR CAT</sup> so licensed. The tag shall have stamped thereon the year for which it was issued and the number corresponding with the number on the certificate. Every owner shall be required to provide each dog<sup>OR CAT</sup> with a collar to which the City license tag and inoculation tag must be affixed, and shall see that the collar and tags are constantly worn. In case a City dog tag is lost or destroyed, a duplicate will be issued upon presentation of a receipt showing the payment of the license fee for the current year, and the payment of a fifty-cent (\$0.50) fee for such duplicate. Dog tags shall not be transferable from one dog<sup>OR CAT</sup> to another, and no refunds shall be made on any dog<sup>OR CAT</sup> license fee because of death of the dog<sup>OR CAT</sup>, or the owner's leaving the City before expiration of the license period.

Sec. 6-4. Running at large prohibited.

It shall be unlawful for the owner to permit any dog to be at large upon the streets, alleys or public grounds of the City, or upon the premises of any person not the owner of such dog, unless such dog is under the control of the owner or keeper or his agent by means of a leash, chain, rope or cord not more than ten (10) feet in length and of sufficient strength to control the conduct of the dog.

This Section shall not be applicable wherein a dog is engaged in an obedience school, dog show or similar activity, under the direct supervision of the owner of such dog or at such times when the owner of such dog is showing or exhibiting such dog in a recognized dog show or exhibition.

Sec. 6-5. Rabies inoculation required.

It shall be the duty of the owner or keeper of any dog<sup>OR CAT</sup> in the City to have such dog<sup>OR CAT</sup> inoculated at least once a year against rabies by a licensed veterinarian qualified to practice in the State. Each dog<sup>OR CAT</sup> so inoculated shall wear a tag affixed to its collar at all times, showing it has been inoculated and the date thereof. No license shall be issued under this Chapter in the absence of a certificate showing that the dog<sup>OR CAT</sup> sought to be licensed has been inoculated, as required by this Section.

GENERAL POLICY & PROCEDURE FOR CONTRACT SERVICE  
by FT. BEND COUNTY ANIMAL CONTROL

Revised: June 12, 1984

HOURS OF OPERATION

The Animal Control office & Kennel hours are 8:00 a.m. to 4:30 p.m. Monday thru Friday; Saturday 8:00 to 12:00 noon. The office will be closed on Sundays and Holidays. Individuals wishing to reclaim impounded animals must do so during regular office hours. Payments must be made by money order or cashier's check only.

FEES

The following is a schedule of fees charged for impoundment, board, rabies vaccination, and licensing:

Impoundment.....	\$15.00
Board (per day).....	5.00
Rabies vaccination.....	7.50*
License.....	5.00**

\* Owners with current rabies vaccination certificates will not be charged for vaccination.

\*\* Individuals residing within the corporate City limits of Richmond will be required to purchase Richmond City license, all others will require Ft. Bend County license.

CALL PRIORITIES

Animal Control calls will be handled according to the following call priorities:

- Bite cases & rabies suspect animals\*
- Immobilized injured animals\*
- Arrest impounds\*
- Confined or trapped animals
- Trap deliveries
- Patrol requests
- General Patrols

\* After regular office hours, only these calls will be made.

CITATIONS

If an animal is impounded a second time, is found loose after verbal or written warning has been issued, or is involved in a bite incident while at large, the owner will be issued a citation. Upon receiving a citation, owner will have ten days to appear before the Municipal Court Judge for the City of Richmond. Fines for violation will be set by and paid to the City of Richmond, Municipal Court and Municipal Court Judge.

LOOSE OR STRAY ANIMALS (patrol request)

Loose or stray animal calls will be made during office hours only. Stray animals should be reported as early as possible so that officers may be able to evaluate and/or handle the situation promptly.

Patrol requests from mobile home parks, apartments or public buildings must come from owner or his/her authorized agent.



AS PER ORIGINAL

If an animal trap is required, a signed release from a responsible party will be required. Traps are to be signed out for periods of five (5) days at a time.

Patrol requests reported to Animal Control after 2:00 p.m. will be handled the following business day.

#### CONFINED ANIMALS

Reported confined or contained animals, owner turned in or captured stray animal will be picked up as soon as possible. Owners wishing to turn in their personal pet must sign a waiver of ownership.

Individuals requesting impoundment of contained animals must either be present at the time the officer arrives or leave a signed notice authorizing Animal Control officers to remove the animal from private property.

#### BITE CASE INVESTIGATIONS

Fort Bend County Animal Control will investigate any animal bite in which the skin of the victim has been broken. Animal Control must have information about both the victim and the animal for a bite report. If the animal is owned, Animal Control Officers will require an address or individual to show them where the biting animal lives. If it is an unowned animal, someone should watch or follow the animal until Animal Control arrives so that it may be located.

Vaccinated biting animals may be kept by the owners and taken to a veterinarian on the first and tenth day of observation, only if the owner has a secure fence or kennel in which to confine the animal.

Unvaccinated animals or vaccinated animals that cannot be safely kept on home quarantine will be placed, at owners expense at a private veterinarian's office or a Ft. Bend County Animal Control facility for ten days of observation.

Unowned biting animals will either be held at Ft. Bend County Animal Control facility for observation, or humanely euthanized and specimen delivered to the Texas Department of Health Rabies Laboratory, 1115 North Mac Gregor Drive in Houston.

If a biting animal must be killed prior to the arrival of Animal Control, it must not be shot in the head. Animals killed in this manner cannot be tested by the Laboratory.

#### RABIES SUSPECT ANIMALS

Any animal suspected of having rabies, should be reported to Animal Control immediately. The animal should be kept in view but not touched or approached until Animal Control Officers arrive. If the animal must be killed it must be done in such a way as to avoid damage to the head. Animals shot or clubbed in the head cannot be effectively tested for rabies. All other domestic pets and people should be kept completely away from rabies suspect animals.

Certain wildlife, bats, skunks, and foxes are primary carriers of rabies in this area and if seen acting strangely or during daylight hours, they should be placed in a plastic bag, using a shovel, hoe, or heavy plastic gloves, and placed on ice until the arrival of Animal Control personnel.

Some symptoms of rabies are, a sudden change in normal habits or temperment, refusal of food or water, excessive thick salivation,\* change in vocal sounds, or a inability to walk or rise normally.

AS PER ORIGINAL

Members of the rodent family to include rats, mice, squirrels, hamsters, guinea pigs, gerbils, and rabbits do not carry rabies and will not be handled except under special or extreme circumstances.

#### EMERGENCY SITUATIONS

There will be an Animal Control Officer on call at all times to handle emergency situations. There are three situations that will be considered emergency calls. They are: Bite cases or live rabies suspect animals, immobilized injured animal or when State, County, or City of Richmond Peace Officer's make arrest and arrested person has an animal in his possession.

Animals impounded on as arrest may be picked up by owner or responsible person during regular office hours.

#### PROPERTY DAMAGE

A person who owns an animal that injures or kills another animal or that causes property damage to another's property is liable for the action of his animal. Animal Control Officers may file charges against animal owner for any and all violations of animal ordinances, however; individual suffering property loss or damage will be referred to either their Police Department for Property Loss Report or their precinct J.P. for civil suit.

#### DISPOSITION OF ANIMALS

The Animal Control Office will keep a record of every animal handled by the department. Healthy animals are held three (3) days. After this time they may be either adopted or sent to Texas A&M University. Charges for animal adoption will be set by Ft. Bend County Judge and Commissioners Court. Adoption agreement will be signed by adopter and kept on file at Ft. Bend County Animal Control.

#### SITUATIONS NOT COVERED BY FT. BEND COUNTY ANIMAL CONTROL

1. Animal Control Department does not pick up road killed or dead personal pets or livestock.
2. Animal Control does not have the equipment or manpower to handle livestock, birds, bees, wildlife, or exotic pets, except in extreme emergency. This office will have referral numbers for these functions.

\* Note: certain breeds of dogs, usually those with heavy jowels, (St. Bernards, Labs, Boxers, Setters, etc.) salivate and drool excessively when they are excited or over heated. The salivation of a rabid animal is of thick mucous-type consistency and the animal will be unable to control its ability to swallow.

1058 GENERAL POLICY & PROCEDURE FOR CONTRACT SERVICE CONT.

AS PER ORIGINAL

3. Ft. Bend County Animal Control Officers do not make calls in municipalities that have an Animal Control Officers on staff unless requested to do so by that department. This includes the Cities of Houston (Ft. Bend Annexation), Stafford, Missouri City, Rosenberg, Katy, or Sugarland.
4. The Animal Control Department has no jurisdiction in barking dog cases. The complainant should contact the precinct J.P. about filing charges. Animal Control will upon request, provide a warning letter on nuisance barking to J.P.'s office for mailing to animal owners.
5. For problems involving wolves, coyotes, or other predators, the County trapper should be contacted at 233-8821 or through the County Judge's office.
6. Since rodents and lagomorphs do not carry rabies, Animal Control will not pick up these animals for individuals for testing. If private individuals or veterinarians feel test is warranted they must be brought to Animal Control.

THE STATE OF TEXAS       §  
 COUNTY OF FORT BEND     §

INTERLOCAL AGREEMENT FOR THE ENFORCEMENT  
 OF HEALTH REGULATIONS

THIS AGREEMENT is entered into by and between the COUNTY OF FORT BEND, TEXAS, hereinafter referred to as the "County", and the CITY OF MEADOWS, TEXAS, a Municipal Corporation duly organized and existing under the laws of the State of Texas, hereinafter referred to as "Meadows".

RECITALS

WHEREAS, Meadows, as a general law city in the State of Texas, is empowered under Article 1015, V.T.C.S.,

- "1. Promotion of health - To do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease".
- "5. Food inspection, etc. - To regulate the inspection of beef, pork, flour, meal, salt and other provisions..."

WHEREAS, pursuant to said powers, Meadows has enacted certain ordinances wherein there is the establishment of certain rules and regulations concerning the general health of citizens within the City of Meadows, and specifically providing for the inspection and regulations of food and retail food and eating establishments with the City of Meadows (attached hereto and made a part hereof for all purposes as Exhibits "A" and "B" are true and correct copies of said ordinances);

WHEREAS, Meadows does not have the personnel, equipment and/or facilities in which to perform the testing, regulations, and examinations and desires the Fort Bend County Health Department and its authorized agents and representatives to implement and enforce the above mentioned regulations and ordinances;

WHEREAS, this agreement between Meadows and the County is entered into pursuant to the terms of Article 4413 (32c) V.T.C.S., hereinafter referred to as the Interlocal Agreement Act, wherein the terms of which Meadows and the County agree that the Fort Bend County Health Department shall be designated as the "Regulatory Authority" for the enforcement of health regulations within the city limits of said City of Meadows; and

WHEREAS, the County agrees to provide Fort Bend County Health Department personnel, equipment and facilities to promote and accomplish the purposes of this agreement at no cost to Meadows, subject to the terms and provisions hereof providing for reimbursement of the County by Meadows of certain expenses.

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

- (1) Meadows and the County agree to and do hereby jointly designate the Fort Bend County Health Department as the "Regulatory Authority" to enforce the health regulations of the City of Meadows with all the power and authority set forth in any and all ordinances of said City and with the primary responsibility for implementing and enforcing said ordinances, a copy of which is attached hereto for all purposes.
- (2) The County agrees to provide Fort Bend County Health Department personnel, equipment and facilities to promote and accomplish the purpose of this agreement at no cost to Meadows. Meadows agrees to reimburse the County for any and all laboratory fees reasonably incurred in conjunction with the County's performance under this contract. Any other expenses for which the County seeks reimbursement must first be itemized in writing and presented to Meadows City Council for approval. All sums payable by the City to the County hereunder shall be payable within thirty (30) days from the date of presentation of the appropriate documentation to the City.
- (3) This agreement shall be effective on the date of execution by both parties and shall terminate on the 31st day of December, 1986. This agreement must be renewed annually by the parties otherwise the same automatically terminates on such date. Furthermore, this agreement may be terminated at any time upon thirty (30) days written notice by either party.
- (4) It is further agreed and understood that the County and the Fort Bend County Health Department shall have full authority and discretion to implement and enforce said ordinance as they, in their sole discretion deem necessary or advisable. The City agrees to indemnify and hold the County harmless in respect to any and all claims, demands, and suits, including reasonable and necessary attorney's fees and court costs, arising out of any questions as to the validity and/or enforceability of the City ordinances in question, or arising out of the proper and lawful enforcement of said ordinance. The County agrees to indemnify and hold the City harmless with respect to any claims, demands, or suits, including reasonable and necessary attorney's fees and court costs, arising out of any actions or omissions to act by the County or its employees which constitute negligence, or willful or malicious conduct, or any other conduct which exceeds the proper and lawful enforcement of the ordinance in question.
- (5) Before there can be any additions to the duties and responsibilities of the parties other than those set forth in this agreement, the same must be formally approved by all parties.
- (6) Each of the parties to this agreement represents to the other that the execution of this agreement has been duly authorized by their respective governing bodies.

EXECUTED IN MULTIPLE COPIES each of which shall be deemed an original.

SIGNED this 10<sup>th</sup> day of DECEMBER, 19 85.

CITY OF MEADOWS, TEXAS

By: Sue Inyan  
Mayor

ATTEST:

Colaine Herff  
City Secretary

SIGNED this 23 day of December, 19 85.

FORT BEND COUNTY, TEXAS

By: Jodie E. Stavinoha  
Jodie E. Stavinoha,  
County Judge

ATTEST:

Dianne Wilson  
Dianne Wilson, County Clerk

ORDINANCE NO. 84-046

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MEADOWS, TEXAS, BY ADDING THERETO A NEW CHAPTER 14, ENTITLED "FOOD AND FOOD HANDLERS", TO PROVIDE FOR THE REGULATION AND CONTROL OF FOOD SALES AND SERVICES WITHIN THE CITY.

BE IT ORDAINED BY THE CITY COUNCIL  
OF THE CITY OF MEADOWS, TEXAS:

1. That the Code of Ordinances of the City of Meadows, Texas is hereby amended by adding thereto a new Chapter 14, entitled "FOOD AND FOOD HANDLERS", which Chapter shall read as set out in Exhibit "A" attached hereto.

PASSED and APPROVED this, the 12 day of June  
\_\_\_\_\_, 1984.

Sue Gray  
Mayor, City of Meadows, Texas

ATTEST:

Elaine Kempf  
City Secretary

## Chapter 14

FOOD AND FOOD HANDLERSARTICLE I. IN GENERAL

Sec. 14-1. Texas Department of Health, Division of Food and Drugs "Rules on Food Service Sanitation 301.73.11 .001-.011" adopted.

The definitions, the inspection of food service establishments, the issuance, suspension and revocation of permits to operate food service establishments, the prohibiting of the sale of unsound or mislabeled food or drink, and the enforcement of this Chapter shall be regulated in accordance with the Texas Department of Health, Division of Food and Drugs "Rules on Food Service Sanitation 301.73.11.001-.011," three certified copies of which shall be on file in the office of the City Secretary of the City of Meadows.

Sec. 14-2. Responsibility for enforcement.

The Health Official of the City of Meadows shall be charged with the responsibility for enforcement of the terms and provisions of this Chapter. The term "Health Official," as used in this Chapter, shall refer to the Health Official or his designee or any employee, officer or other person designated by the Health Official to enforce the terms and provisions of this Chapter.

Secs. 14-3 - 14-10. Reserved.

ARTICLE II. PERMITS, LICENSES OR CERTIFICATES

Sec. 14-11. Required.

No person shall operate a food service establishment who does not have a valid permit, license or certificate issued to him by the Health Official of the City of Meadows. Only a person who complies with the requirements of this Chapter and the Rules herein adopted shall be entitled to receive or retain such a permit, license or certificate. Permits, licenses or certificates are not transferrable. A valid permit, license or certificate shall be posted in every food service establishment.

Sec. 14-12. Issuance of permit, license or certificate.



(a) Any person desiring to operate a food service establishment shall make written application for a permit, license or certificate on forms provided by the City of Meadows. Such application shall include the name and address of each applicant, the location and type of the proposed food service establishment and the signature of each applicant.

(b) Prior to approval of an application for a permit, license or certificate, the Health Inspector shall inspect the proposed food service establishment to determine compliance with the requirements of this Chapter and the Rules herein adopted.

(c) The Health Official shall issue a permit, license or certificate to the applicant if his inspection reveals that the proposed food service establishment complies with the requirements of this Chapter and the Rules herein adopted.

(d) The applicant shall pay a fee of One Hundred Dollars (\$100.00) per calendar year for such permit, license or certificate. The applicant for a permit, license or certificate for a temporary food service establishment shall pay a fee of Ten Dollars (\$10.00).

Sec. 14-13. Suspension of permit, license or certificate.

(a) The Health Official may, without warning, notice or hearing, suspend any permit, license or certificate to operate a food service establishment if the holder of the permit, license or certificate does not comply with the requirements of this Chapter and the Rules herein adopted, or if the operation of the establishment does not comply with the requirements of this Chapter and such Rules, or if the operation of the food service establishment otherwise constitutes a substantial hazard to public health. Suspension is effective upon service of the notice required by subsection (b) of this Section. When a permit, license or certificate is suspended, food service operations shall immediately cease. Whenever a permit, license or certificate is suspended, the holder of the permit, license or certificate shall be afforded an opportunity for a hearing within twenty (20) days of receipt of a request for a hearing.

(b) Whenever a permit, license or certificate is suspended, the holder of the permit, license or certificate, or the person in charge, shall be notified in writing that the permit, license or certificate is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the City Secretary of the City of Meadows by the holder of the permit, license or certificate within ten (10) days. If no written request for hearing is filed within ten (10) days, the suspension is sustained.

The Health Official may end the suspension at any time if reasons for suspension no longer exist.

Sec. 14-14. Revocation of permit, license or certificate.

The Health Official may, after providing opportunity for a hearing, revoke a permit, license or certificate for serious or repeated violations of any of the requirements of this Chapter and the Rules herein adopted or for interference with the Health Official in the performance of his duties. Prior to revocation, the Health Official shall notify the holder of the permit, license or certificate, or the person in charge, in writing of the reason for which the permit, license or certificate is subject to revocation and that the permit, license or certificate shall be revoked at the end of the ten (10) days following service of such notice unless a written request for a hearing is filed with the City Secretary of the City of Meadows by the holder of the permit, license or certificate within such ten (10) day period. If no request for hearing is filed within the ten (10) day period, the revocation of the permit, license or certificate becomes final.

Sec. 14-15. Service of notices.

A notice provided for in this Chapter is properly served when it is delivered to the holder of the permit, license or certificate, or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit, license or certificate, or when it is delivered by the Health Official or his representative in person to the last known address of the holder of the permit, license or certificate.

Sec. 14-16. Hearings.

The hearings provided for in this Chapter shall be conducted by the Health Official at a time and place designated by him. Based upon the recorded evidence of such hearing, the Health Official shall make a final finding and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit, license or certificate by the Health Official and a copy thereof shall be filed with the City Secretary.

Sec. 14-17. Appeal.

Any person aggrieved by the decision of the Health Official may appeal to the City Council of the City of Meadows by filing written notice of such appeal with the City Secretary of the City of Meadows within twenty (20) days of the date of the final report

of the Health Official. The City Council shall conduct a hearing de novo, and its decision shall be final and binding.

Sec. 14-18. Application after revocation.

Whenever a revocation of a permit, license or certificate has become final, the holder of the revoked permit, license or certificate may make written application for a new permit, license or certificate.

Secs. 14-19 - 14-25. Reserved.

ARTICLE III. INSPECTIONS AND ENFORCEMENT

Sec. 14-26. Inspections.

(a) Inspection frequency. An inspection of a food service establishment shall be performed at least once every six (6) months. Additional inspections of the food service establishment shall be performed as often as are necessary for the enforcement of the terms and provisions of this Chapter and the Rules herein adopted.

(b) Access. Agents of the Health Official, after proper identification, shall be permitted to enter any food service establishment at any reasonable time, for the purpose of making inspections to determine compliance with this Chapter and the Rules herein adopted. The agents shall be permitted to examine the records of the establishment to obtain information pertaining to food and supplies purchased, received or used, or to persons employed.

Sec. 14-27. Report of inspections.

Whenever an inspection of a food service establishment or commissary is made, the findings shall be recorded on the inspection report form, a copy of which is on file with the City Secretary of the City of Meadows. The inspection report form shall summarize the requirements of this Chapter and the Rules herein adopted and shall set forth a weighted point value for each requirement. Inspectional remarks shall be written to reference, by section number, the section violated and shall state the correction to be made. The rating score of the establishment shall be the total of the weighted point values for all violations, subtracted from 100. A copy of the inspection report form shall be furnished to the person in charge of the establishment at the conclusion of the inspection. The completed inspection report form is a public document that shall be made available for public disclosure to any person who requests it according to law.

Sec. 14-28. Correction of violations.

(a) The inspection report form shall specify a reasonable period of time for the correction of the violations found, and correction of the violations shall be accomplished within the period specified, in accordance with the following provisions:

- (1) If an imminent health hazard exists, such as complete lack of refrigeration or sewage backup into the establishment, the establishment shall immediately cease food service operations. Operations shall not be resumed until authorized by the Health Official.
- (2) All violations of 4- or 5-point weighted items shall be corrected as soon as possible, but in any event within ten (10) days following inspection. Within fifteen (15) days after the inspection, the holder of the permit, license or certificate shall submit a written report to the Health Official stating that the 4- or 5-point violations have been corrected. A follow-up inspection shall be conducted to confirm correction.
- (3) All 1- or 2-point weighted items shall be corrected as soon as possible, but in any event by the time of the next routine inspection.
- (4) When rating score of the establishment is less than 60, the establishment shall initiate corrective action on all identified violations within 48 hours. One or more reinspections will be conducted at reasonable time intervals to assure correction.
- (5) In the case of temporary food service establishments, all violations shall be corrected within 24 hours. If violations are not corrected within 24 hours, the establishment shall immediately cease food service operations until authorized to resume by the Health Official.

(b) The inspection report shall state that failure to comply with any time limits for corrections may result in cessation of food service operations. An opportunity for appeal from the inspection findings and time limitations will be provided if a written request for a hearing is filed with the City Secretary of the City of Meadows within ten (10) days following cessation of operations. If a request for a hearing is received, a hearing shall be held within twenty (20) days of receipt of that request.

(c) Whenever a food service establishment is required under the provisions of this Chapter and the Rules herein adopted to cease operations, it shall not resume operations until such time

as a reinspection determines that conditions responsible for the requirement to cease operations no longer exist. Opportunity for reinspection shall be offered within a reasonable time.

Sec. 14-29. Inspection report form.

An inspection report form, based on the requirements of this Chapter, is available for examination in the office of the City Secretary of the City of Meadows.

Sec. 14-30. Examination and condemnation of food.

Food may be examined or sampled by the Health Official as often as necessary for enforcement of the terms and provisions of this Chapter and the Rules herein adopted. The Health Official may, upon written notice to the owner or person in charge specifying with particularity the reasons therefor, place a hold order on any food which he believes is in violation of subsection (a) of rule .003. or any other provision of this Chapter or the Rules herein adopted. The Health Official shall tag, label or otherwise identify any food subject to the hold order. No food subject to a hold order shall be used, served or moved from the establishment. The Health Official shall permit storage of the food under conditions specified in the hold order, unless storage is not possible without risk to the public health, in which case immediate destruction shall be ordered and accomplished. The hold order shall state that a request for hearing may be filed with the City Secretary of the City of Meadows within ten (10) days and that if no hearing is requested, the food shall be destroyed. A hearing shall be held, if so requested, by the Health Official; and on the basis of evidence produced at that hearing, the hold order may be vacated, or the owner or person in charge of the food may be directed by written order to denature or destroy such food or to bring it into compliance with the provisions of this Chapter and the Rules herein adopted.

Sec. 14-31. Review of plans.

(a) Submission of plans. Whenever a food service establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a food service establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the Health Official for review and approval before construction, remodeling or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans and construction materials of work areas, and the type and model of proposed fixed equipment and facilities. The Health Official shall approve the plans and specifications if they meet the

requirements of this Chapter and the Rules herein adopted. No food service establishment shall be constructed, extensively remodeled or converted except in accordance with plans and specifications approved by the Health Official.

(b) Pre-operational inspection. Whenever plans and specifications are required by subsection (a) of this Section to be submitted to the Health Official, the Health Official shall inspect the food service establishment prior to its beginning operation to determine compliance with the approved plans and specifications and with the requirements of this Chapter and the Rules herein adopted.

Sec. 14-32. Disease control.

(a) No person who is infected with any transmissible condition of any infectious or contagious disease shall work in, on or about any food establishment or deliver any article therefrom.

(b) No person shall work in, on or about any food establishment unless there shall be displayed for public inspection at the food establishment where such person is employed a health certificate, showing freedom from infectious diseases, as is hereafter in this subsection required, which said health certificate shall not be removed from such food establishment during the continuance of such employment except by the Health Officer and/or Health Official or upon valid court order. All such health certificates shall bear the signature of the person named thereon, the signature of the physician executing the examinations and tests upon which such certificate is based, and shall describe the color of eyes and hair, height, weight, race, sex and age of the person named thereon, and shall bear the date of issuance, and shall be valid for six (6) months only.

(c) No person shall work, employ or keep in his employ, in, on or about any food establishment or to deliver any article therefrom, any person who fails to show upon demand a report of X-Ray examination showing freedom from tuberculosis within six (6) months prior to the date of any such demand.

(d) No person operating, managing or conducting a food establishment shall work, employ or keep in his employ, in, on or about any such place or to deliver any article therefrom, any person, who at the time of his or her employment failed to deliver to the employer or his agent a certificate signed by a ~~legally licensed~~ physician, ~~residing in the county where said person is to be employed, or is employed,~~ attesting the fact that the bearer had been actually and thoroughly examined by such physician within a week prior to the time of such employment, and that such examination disclosed the fact that such person to be employed was free

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from transmissible condition of any infectious or contagious disease; or fail to institute and have made, at intervals of time not exceeding six (6) months, actual and thorough examination, essential to the finding of freedom from communicable and infectious diseases, of all such employees, by a ~~legally licensed~~ physician ~~residing in the county where said person is employed~~, and secure in evidence thereof a certificate signed by such physician stating that such examination had been made of such person, disclosing the fact that he or she was free from any transmissible condition of any communicable and infectious diseases. No person operating, managing or conducting a food establishment shall work in, on or about any such place, or deliver any article therefrom, without having undergone the medical examinations and secured the health certificates provided for in this subsection.

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(e) The failure of any person operating a food establishment to display at such place of business a valid health certificate, as required by this Section, for each person employed in, on or about such place, or making deliveries of any article therefrom, shall be prima facie evidence that the said person, in violation of requirements called for by this Section, failed to institute and have made of such person, actual and thorough examinations necessary to the findings of freedom from a communicable disease at intervals of time not exceeding six (6) months.

(f) A placard containing subsection (a) of this Section shall be posted in all toilet rooms in all food establishments.

Sec. 14-33. Procedure when infection is suspected.

When the Health Official has reasonable cause to suspect the possibility of disease transmission from any food service establishment employee, he may secure morbidity history of the suspected employee or make any other investigation as may be indicated and shall take appropriate action. The Health Official may require any or all of the following measures:

- (a) The immediate exclusion of the employee from all food service establishments;
- (b) The immediate closing of the food service establishment concerned until, in the opinion of the Health Official, no further danger of disease outbreak exists;
- (c) Restriction of the employee's services to some area of the establishment where there would be no danger of transmitting disease;
- (d) Adequate medical and laboratory examination of the employee, of other employees and of his and their body discharges.

ORDINANCE NO. 84-029

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MEADOWS, TEXAS, BY ADDING THERETO A NEW CHAPTER 20, ENTITLED "MISCELLANEOUS OFFENSES", TO PROVIDE FOR THE REGULATION AND CONTROL OF VARIOUS ACTIVITIES AND CONDUCT WITHIN THE CITY.

BE IT ORDAINED BY THE CITY COUNCIL  
OF THE CITY OF MEADOWS, TEXAS:

1. That the Code of Ordinances of the City of Meadows, Texas is hereby amended by adding thereto a new Chapter 20, entitled "MISCELLANEOUS OFFENSES", which Chapter shall read as set out in Exhibit "A" attached hereto.

PASSED and APPROVED this, the 27 day of March  
\_\_\_\_\_, 1984.

Lee Brown  
Mayor, City of Meadows, Texas

ATTEST:

Elaine Goff  
City Secretary



## Chapter 20

MISCELLANEOUS OFFENSESARTICLE I. IN GENERALSec. 20-1. Draining noxious liquids onto public property.

(a) It shall be unlawful for any person or persons to drain, pump or discharge any impure or noxious water, liquids or liquid material into the streets, gutters, storm sewer systems and public grounds of the City.

(b) Any person or persons who shall violate the terms or provisions of this Section shall be guilty of a misdemeanor and punished as provided in Section 1-10 of this Code; provided, however, any fine to be imposed shall not be less than Twenty-Five Dollars (\$25.00).

Sec. 20-2. Interfering with police officer or fireman.

(a) It shall be unlawful for any person to interfere with any police officer or fireman of the City, in the execution of his duties.

(b) "Interfere", as that term is used herein, shall mean to intervene and thereby obstruct passage or free movement, materially delay, or prohibit, by direct or devious means.

Sec. 20-3. Interfering with public travel.

It shall be unlawful for any person to obstruct any public street, public sidewalk or other public place in the City, so as to interfere with public travel, after being requested not to do so by any peace officer of the City.

Sec. 20-4. Noise.

(a) It shall be unlawful for any person within the City to make, continue or cause to be made, permitted or continued any loud, unnecessary or unusual noise or any noises reasonably calculated to annoy, disturb, injure or endanger the comfort, repose, health, peace or safety of others within the limits of the City.

(b) Any person who shall violate any of the provisions of this Section, or who shall fail to comply therewith, shall be

guilty of a misdemeanor and shall be punished as provided in Section 1-10 of this Code; provided, however, any fine to be imposed shall not be less than Twenty-Five Dollars (\$25.00).

Sec. 20-5. Littering and dumping.

Whoever deposits or causes to be deposited in or on any public highway, road, street, alley, sidewalk, esplanade, park, between the curb and sidewalk or other public place or property, any paper, peelings, hulls, wrappers, handbills, garbage, ashes, rubbish, old automobile parts, junk of any kind whatsoever, or litter, refuse, or trash of any kind whatsoever, except when placed in receptacles meeting the requirements of the City for trash and garbage collection, shall be guilty of a misdemeanor.

Sec. 20-6. Fireworks.

(a) Definitions. The following definitions shall apply to the construction and interpretation of this section:

Fireworks. Such term shall include fireworks, firecrackers, rockets, sparklers torpedoes Roman candles, fire balloons and all other substances or any combination whatsoever designed or intended to produce a noise or effects of fireworks or pyrotechnics, whether or not herein specifically designated and defined.

Sell. Such term shall include sale, offering for sale and exposing for sale.

Set off. Such term shall include setting off, firing, igniting, discharging or in any other manner setting into action, and shall also include the causing of any of such things to happen.

(b) Prohibitions. It shall be unlawful to manufacture, store, sell, possess or set off fireworks within the City, except as hereinafter provided.

(c) Exceptions.

(1) This Section shall not apply to signal flares used under certain circumstances when deemed necessary to constitute a warning of danger or emergency condition.

(2) This Section shall not apply to public displays of fireworks by any adult person, firm, partnership, corporation or association, provided that the individual or entity desiring to make such public display of fireworks shall first make written application for and be granted a permit by the Mayor, at least forty-eight (48) hours in advance of the date of the proposed display.

Upon receipt of an application for a permit, it shall be the duty of the Mayor to make an investigation, through review of the application and consultation with and receipt of advice and counsel from such fire officials as the Mayor may, from time to time, deem necessary, in order to determine whether or not such a display, as proposed by the applicant, shall be of such a character that it may be hazardous to property or dangerous to any person. In the event that the application is approved, the Mayor shall issue a permit for the public display; such permit shall be for a period of time designated on the permit, not to exceed fourteen (14) days, and said permit shall not be transferable. In the event that the application is denied by the Mayor, the applicant shall be notified of the denial in writing.

The following terms and conditions are specified and shall be binding upon the issuance of a permit to display fireworks:

- a. The display shall be limited to an aerial display;
- b. The range of aerial display shall not exceed a two hundred (200) foot radius;
- c. Fireworks shall be discharged vertically from steel tubes;
- d. The material to be used for the public display shall not be stored within the city limits of the City of Meadows but shall be brought in on the day of the public display and then shall be taken immediately to the place of display for further handling and storage;
- e. No public display of fireworks shall be of such a character and so located, discharged or fired as to be hazardous or dangerous to persons or property, this determination to be within the sound discretion of the Mayor;
- f. The person or persons handling the display of fireworks shall be competent adult persons, experienced pyrotechnic operators, approved by the Mayor, with the advice and counsel of such fire officials as the Mayor may, from time to time, consult; and no other persons other than those approved by the Mayor shall handle the fireworks of the public display, the names of the experienced pyrotechnic operators being designated on the permit issued by the Mayor;

- g. For each public display, the Mayor may require, as a condition for the issuance of the permit, that the applicant retain the services of, and pay all costs in connection with the services of, fire-fighting personnel to be present during the time of the display, such fire-fighting personnel to be approved by the Mayor;
- h. The applicant for such display permit shall, at the time of application, furnish proof that he carries compensation insurance for his employees as provided by the laws of the State of Texas, and he shall file with the City Secretary a certificate of insurance evidencing the carrying of public liability insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00), issued by an insurance carrier authorized to transact business in the State of Texas, for the benefit of the person named therein as assured, as evidence of ability to respond in damages in at least the amount of One Hundred Thousand Dollars (\$100,000.00), said policies to be approved by the Mayor; or in lieu of insurance, the applicant may file with the City Secretary a bond in the amount of One Hundred Thousand Dollars (\$100,000.00), issued by an authorized surety company, to be approved by the Mayor, conditioned upon the applicant's payment of all damages to persons or property which shall or may result from or be caused by such public display of fireworks or any negligence on the part of the applicant or his/its agents, servants, employees or subcontractors in the presentation of the public display;
- i. No public fireworks display shall be made for a period of time longer than one (1) hour per performance;
- j. The fee for each fireworks display permit issued by the Mayor shall be Twenty-Five Dollars (\$25.00). This permit fee is exclusive of any expense to applicant which may arise from the requirement that fire-fighting personnel be present at the public display.

(d) Parental responsibility for fireworks violations. No relation in the ascending line of a minor, or a guardian of a minor, shall furnish money to a minor for the purchase of fireworks, or encourage, act in conjunction with, or in any manner instigate or aid a minor in having, keeping, storing, selling,

offering for sale, giving away, using, transporting or manufacturing fireworks within the corporate limits of the City. This shall be an offense, regardless of whether the minor has been found guilty of the offense. The commission of any of the aforesaid acts by a minor on the property under the control or owned by the relation or guardian, or on property within their sight or hearing, shall be prima facie evidence that the relation or guardian was instigating or aiding the minor.

Sec. 20-7. Fire bombs.

(a) No person shall make, carry, possess or use any type of "Molotov Cocktail", gasoline or petroleum base fire bomb, or other incendiary missile, within the City.

(b) The words "Molotov Cocktail" as used herein shall mean a gasoline or kerosene filled bottle or container with a fuse or wick inserted in the neck.

Sec. 20-8. Tampering with property owned or controlled by City.

(a) No person shall tamper with, injure, deface, destroy or remove or in any way injure any property belonging to, or under the control of the City of Meadows.

(b) The Mayor is hereby authorized to pay a reward, up to One Hundred Dollars (\$100.00), to any person giving information leading to the arrest and conviction of any person for violating the provisions of subsection (a) of this Section.

Sec. 20-9. Landing of aircraft restricted.

(a) It shall be unlawful for the operator of any aircraft to land or to take off from any place in the City, for any purpose whatsoever, unless the same is a designated and authorized airport or heliport.

EXCEPTION: This Section shall not apply to the landing and use of aircraft in the City when the same is then being used by an official law enforcement agency of the State of Texas or local government or when the same is then being used in the performance of rescue and/or life-saving operations.

(b) The Mayor or his/her designee is hereby authorized and directed to grant written permission for an aircraft to land or take off in the City at some place other than an airport or heliport when it shall seem to him/her to be necessary, taking into consideration the health, safety and well-being of the citizens of the City.

(c) Any person landing or taking off in an aircraft of any kind or nature in the City from a place other than a designated airport or heliport without the express written permission of the Mayor or his/her designee, shall be guilty of a misdemeanor and shall be punished as provided in Section 1-10 of this Code; provided, however, any fine to be imposed shall not be less than Twenty-Five Dollars (\$25.00) for each time said person shall land or take off in violation of this Section.

(d) The Mayor or his/her designee, acting with the Chief of Police, is hereby authorized and directed to impound and to take possession of any aircraft which may be found in the City, which the Mayor or his/her designee has reason to believe and does believe will be operated or stored in violation of the terms and provisions of this Section, and is hereby authorized to keep such aircraft in the City's possession and under its control until such time as the same can be safely removed from the City without endangering the health, safety and well being of the citizens of the City. The Mayor or his/her designee is hereby instructed and directed to require removal of such aircraft by land vehicle or other ground transportation if, in the exercise of his sound discretion, the Mayor or his/her designee shall believe such removal shall be the only means of safe removal.

Sec. 20-10. Discharge of firearms within the City.

It shall be unlawful for any person to discharge a pistol, gun, rifle, shotgun or other type of firearm of any nature whatsoever, upon public or private property within the city limits of the City of Meadows, except in defense of life or property as provided by law.

Sec. 20-11. B-B gun, pellet gun, air rifle, spring gun.

It shall be unlawful for any person to discharge by firing or activating, a B-B gun, pellet gun, air rifle or spring gun upon public or private property within the city limits of the City of Meadows.

Sec. 20-12. Loitering on private property.

It shall be unlawful for any person within the city limits of this City to be in or about private buildings or premises when such person shall not have been granted either the right or permission to be in or about such place.

Sec. 20-13. Trash hauling vehicles.

(a) All vehicles, when carrying and/or hauling trash, debris, dirt, waste paper, rubbish, sand, refuse, garbage, manure,

slop, rags, ashes, or other loose materials, shall be loaded, equipped and operated upon the streets and thoroughfares of this City so that at no time can such materials or substances spill over, fall out of, or be blown from such vehicle or vehicles during the time they are being driven upon and/or over the streets, thoroughfares or highways within the City.

(b) Each vehicle used or operated for the purpose of hauling trash, debris, dirt, waste paper, rubbish, sand, refuse, garbage, manure, slop, rags, ashes, or other loose materials, shall, at all times, have the name or names of its owner or owners, whether personal, corporate, or otherwise, prominently, legibly and permanently displayed on each side of said vehicle.

(c) Any person who shall fail to comply with the requirements of this Section shall be guilty of a misdemeanor and shall be punished as provided in Section 1-10 of this Code; provided, however, any fine to be imposed shall not be less than Twenty-Five Dollars (\$25.00).

Sec. 20-14. Obstructions, vegetation on public street right-of-way.

The planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way of any public street, other than right-of-way of the State of Texas, is prohibited without prior agreement of the City of Meadows, acting through the Mayor of the City or his/her designee. In addition, any planting of trees or shrubbery or the creation or construction of any other obstruction within a right-of-way of the State of Texas within the city limits without prior agreement of the State, acting through the proper representative of the State Highway Commission, is hereby prohibited.

Sec. 20-15. Maximum weight limits for vehicles on interior residential streets.

*BLEP* No vehicle shall exceed a weight limit of 10,000 pounds on any interior residential street in the City.

Sec. 20-16. Maximum weight limits for vehicles transporting ready-mixed concrete and surety bond requirements.

(a) The public streets and highways within the city limits of the City of Meadows are insufficient to carry the maximum gross axle loads for vehicles used exclusively to transport ready-mixed concrete as provided for in S.B. 412 passed by the 65th Legislature of the State of Texas. Therefore, the maximum weight of vehicles transporting ready-mixed concrete upon the public streets and

highways of the City of Meadows, subject to the further requirements of Section 20-15 of this Chapter, shall not exceed 36,000 pounds for vehicles with a tandem axle load, 12,000 pounds for a single axle load or a 48,000 pounds gross load.

(b) The owner of any ready-mixed concrete vehicle with a tandem load in excess of 34,000 pounds, traveling upon any public street, public highway or other public roadway within the city limits of the City of Meadows, Texas, shall file a surety bond in an amount of Forty-Five Thousand Dollars (\$45,000.00) with the City of Meadows, conditioned that the owner of such vehicle will pay to the City of Meadows all damages done to the public streets, public highways or other public roadways within the city limits of the City of Meadows, Texas by reason of the operation of such ready-mixed concrete vehicle.

Secs. 20-17 - 22-49. Reserved.

ARTICLE II. OFFENSE CONDITIONS  
ON PRIVATE PROPERTY

Sec. 20-50. Definitions.

The following definitions shall apply to the construction and interpretation of this Article.

Brush shall include all uncultivated shrubs, bushes and small trees.

Rubbish shall include all refuse, rejected tin cans, old vessels of all sorts, useless articles, abandoned pipe, discarded clothing and textiles of all sorts, and in general all litter. The words "any and all objectionable, or unsanitary matters", not included within the meaning of the other terms, as herein used, mean those which are liable to produce or tend to produce an unhealthy, unwholesome, or unsanitary condition to the general locality where the same are situated.

Unwholesome matter shall include all stagnant water, filth, carrion, impure matter and any condition liable to produce disease.

Weeds shall include all rank and uncultivated vegetable growth or matter which is liable to become an unwholesome or decaying mass or breeding place for flies, mosquitoes, or vermin.

Sec. 20-51. Nuisance declared; duty to abate.



Whenever weeds, brush, rubbish, and all other objectionable, unsightly and unsanitary matter of whatever nature shall exist, covering or partially covering the surface of any lots or parcels of any real estate situated within the City, or when any of said lots or parcels of real estate as aforesaid, shall have the surface thereof filled or partly filled with holes or be in such condition that the same holds or is liable to hold stagnant water therein, or if from any other cause shall be in such condition as to cause disease, or produce, harbor or spread disease germs of any nature or tend to render the surrounding atmosphere unhealthy, unwholesome or obnoxious, or shall contain unwholesome matter of any kind or description, the same is hereby declared to constitute a public nuisance, the prompt abatement of which is hereby declared to be a public necessity. Any such nuisance shall be removed from the property by the owner or other person in possession or control of such property.

Sec. 20-52. Right to inspect.

The Building Official or his representative is authorized to inspect any property within the limits of the City, at any reasonable time, subject, however, to the restrictions against such inspection and entry of private residence for health inspection as is provided for in Vernon's Ann. Tex. Civ. Stat. art. 4420a.

Sec. 20-53. Violations; notice; failure to abate.

In the event that the officer charged with enforcement of this Article shall determine that a situation exists which immediately affects the health, safety and well-being of the general public and that immediate action is necessary, such officer may take such action as shall be necessary, including issuing citations for violations of the terms and provisions of this Code to the owner or occupant of the property upon which such condition exists, as may be deemed appropriate and necessary. However, where a condition is not judged to be an emergency or a matter requiring immediate attention, a notice to correct a condition as described in this Article may be given in writing to such owner or occupant by letter addressed to such owner or occupant at his/her post office address or notice by publication in the official newspaper of the City of Meadows for two (2) times within ten (10) consecutive days. If personal notice by letter may not be had or such owner's address is not known, notice shall not be necessary. Notwithstanding the provisions of this Section providing for notice, proof that notice has actually been given shall not be a prerequisite for prosecution under the terms and provisions of this Code.

Sec. 20-54. Abatement by City; collection of costs.

Cumulative of the City's remedy by fine, as set forth in the preceding Section hereof, the City may do such work or cause the same to be done to remedy such condition or remove such matter from such owner's premises at the City's expense and to charge the same to the account of the owners of such property and to assess the same against the real estate or lot or lots upon which such expense is incurred. Upon filing with the County Clerk of Fort Bend County, Texas, a statement by the Mayor of such expenses, the City shall have a privileged lien upon said real estate or lot or lots second only to tax liens and liens for street improvements to secure the expenditure so made and Ten Percent (10%) interest on the amount from the date of such payment so made by the City. The City may institute suit and recover such expenses and foreclose such lien in any court of competent jurisdiction and the statement so filed with the County Clerk or a certified copy thereof shall be prima facie proof of the amount expended in any such work or improvements to remedy such condition or remove any such matter.

Sec. 20-55. Limitation on height of grass and weeds.

It shall be unlawful for any person, who shall own or occupy any lot or lots in the City, to allow weeds and/or grass to grow on such lot or lots to a height of more than nine (9) inches. Weeds and/or grass, of a height exceeding nine (9) inches, are declared a nuisance.

Sec. 20-56. Discharge of sewage.

Any person or persons, who shall allow or permit sewage to discharge into the ground or subsurface soil, which shall have the effect of causing odors, obnoxious, unhealthy and unwholesome conditions to exist, is declared to have caused a public nuisance and shall be in violation of this Article.

RESOLUTION NO. R-85-43

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF MISSOURI CITY, TEXAS, AND FORT BEND COUNTY, TEXAS, FOR THE PURPOSE OF PROVIDING FOR THE HOUSING OF CITY PRISONERS.

\* \* \* \* \*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. That the Mayor be, and he is hereby, authorized to execute for and in behalf of the City of Missouri City, Texas, and the City Secretary be, and she is hereby, authorized to attest an interlocal agreement by and between the City of Missouri City, Texas, and Fort Bend County, Texas. for the purpose of providing for the housing of City Prisoners. A copy of such interlocal agreement is attached hereto and made a part hereof for all purposes.

PASSES AND APPROVED this 2nd day of December, 1985.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

THE STATE OF TEXAS           §  
 COUNTY OF FORT BEND       §

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INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND  
 AND THE CITY OF MISSOURI CITY, 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 Missouri City, 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 Missouri City, 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 Missouri City, 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 2nd day of December 1985 in duplicate originals by Order of City Council of

City of Missouri City, Texas

By: *John B. [Signature]*  
MAYOR

ATTEST:

*Alice Church*  
CITY SECRETARY

SIGNED this 23 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

*John E. [Signature]*  
COUNTY JUDGE

ATTEST:

*Deanne [Signature]*  
COUNTY CLERK

17

NO. \_\_\_\_\_

0030

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 MISSOURI CITY, TEXAS  
PROVIDING FOR THE HOUSING OF CITY PRISONERS

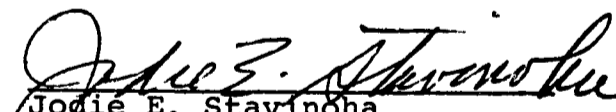
On this the 23 day of December, 1985, at a  
 Regular-Special Meeting of Commissioners' Court of Fort Bend  
 County, Texas, acting as the governing body of Fort Bend  
 County, Texas, upon Motion by Commissioner Pressley,  
 Seconded by Commissioner Lutts, duly put and  
 carried:

WHEREAS, the City of Missouri City, 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

00090

RECEIVED NOV 25 1985

RESOLUTION NO. R-85-39

0030


A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF MISSOURI CITY, TEXAS, AND FORT BEND COUNTY DRAINAGE DISTRICT FOR DRAINAGE MAINTENANCE AND IMPROVEMENT FOR 1986.

\* \* \* \* \*


BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. That the Mayor be, and he is hereby, authorized to execute for and in behalf of the City of Missouri City, Texas, and the City Secretary be, and she is hereby, authorized to attest, and interlocal agreement by and between the City of Missouri City, Texas, and Fort Bend County Drainage District, for drainage maintenance and improvement in 1986. A copy of such interlocal agreement is attached hereto and made a part hereof for all purposes.


PASSED AND APPROVED this 18th day of November, 1985.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

CITY COUNCIL MEETING  
NOV 18 1985  
ACENDA  
# 8-B

THE STATE OF TEXAS  
COUNTY OF FORT BEND

INTERLOCAL AGREEMENT BETWEEN  
THE FORT BEND COUNTY DRAINAGE DISTRICT AND  
THE CITY OF MISSOURI CITY

This interlocal agreement is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District" and the City of Missouri City, hereinafter referred to as "City."

WHEREAS, the City desires that the Drainage District assist in the maintenance, repair and construction of drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the Drainage District desires to assist the City in the maintenance, repair and construction of drainage within the corporate limits of said City;

WHEREAS, the governing body of said Drainage District 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 Drainage District and City mutually agree as follows:

1. The Drainage District may repair, maintain and/or construct drainage within the corporate limits of City upon written notice by the Mayor of City to the County Commissioner within those precinct said drainage is located.
2. The letter from the Mayor of City shall set forth the following:
  - a. Describe in detail the drainage the City desires the Drainage District's assistance in and describe in detail the work the City desires the Drainage District to perform.

- b. The approximate time the City desires the Drainage District to commence and the approximate time the City desires the Drainage District to complete the work.
  - c. That the City has current revenue funds available to pay the Drainage District for any and all materials used pursuant to the request.
  - d. The City agrees to pay for any and all materials used by the Drainage District pertaining to the request.
3. Upon receipt of such written request, the County Commissioner, within whose precinct the said drainage is located, will review and consider the request and review same with the Manager of the Drainage District, and if equipment and man-power are available, and the use of same will not interfere or interrupt normal construction and maintenance of Fort Bend County drainage, the Drainage District may make arrangements to assist the City, provided, however, it is expressly understood and agreed between the parties that such assistance shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the Drainage District agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of drainage made the subject of such conditions.
5. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit commencing during the time of the Drainage District's performing the necessary task of repair, maintenance, and/or construction of said drainage. Notwithstanding any of the above provisions if it is determined that Fort Bend County Drainage District is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County Drainage District will hold the City harmless and indemnify the City from all costs incurred.
6. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
8. It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.
9. 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 as provided herein below.

SIGNED this 18th day of November, 19 85.

City of Missouri City, Texas

*John B. Holt*  
Mayor

ATTEST:

*Allice Church*  
City Secretary

SIGNED this 22 day of December, 19 85.

County of Fort Bend

*James E. Stavinoha*  
County Judge

ATTEST:

*Jeanne Wilson*  
County Clerk

00094

RECEIVED NOV 25 1985

0030

RESOLUTION NO. R-85-38


A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF MISSOURI CITY, TEXAS AND FORT BEND COUNTY, TEXAS, FOR ROADWAY MAINTENANCE AND IMPROVEMENT FOR 1986.

\* \* \* \* \*


BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. That the Mayor be, and he is hereby, authorized to execute for and in behalf of the City of Missouri City, Texas, and the City Secretary be, and she is hereby, authorized to attest in interlocal agreement by and between the City of Missouri City, Texas, and Fort Bend County, Texas, for roadway maintenance and improvement in 1986. A copy of such interlocal agreement is attached hereto and made a part hereof for all purposes.

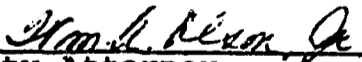
PASSED AND APPROVED this 18th day of November, 1985.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

CITY COUNCIL MEETING

NOV 18 1985

AGENDA  
# 8-A

THE STATE OF TEXAS X

COUNTY OF FORT BEND X

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
THE CITY OF MISSOURI CITY

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Missouri City, hereinafter referred to as "City".

WHEREAS, the City desires the County's assistance in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the County desires to assist the City in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of said City;

WHEREAS, the governing body of said County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernons' Texas Civil Statutes.

NOW, THEREFORE, the County and City mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the corporate limits of City upon written notice by the Mayor of the City of the County Commissioner within whose precinct said streets, roads and drainage are located.
2. The letter from the Mayor of the City shall set forth following:
  - a. Describe in detail the street, road and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.



- b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.
  - c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.
  - d. That the City agrees to pay for any and all materials used by the County pertaining to the request.
3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road and/or drainage is located, will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.
  4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.
  5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.
  6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.
9. 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, 19 85.

City of Missouri City, Texas

  
\_\_\_\_\_  
Mayor.

ATTEST:

  
\_\_\_\_\_  
City Secretary

SIGNED this 23 day of December, 19 85.

County of Fort Bend

  
\_\_\_\_\_  
County Judge

ATTEST:

  
\_\_\_\_\_  
County Clerk

0030

NO. 85-22

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 ROSENBERG, TEXAS:

## I.

That the Mayor is authorized to execute and the City Secretary to attest a contract between the City of Rosenberg, Texas, and Fort Bend County, whereby the City of Rosenberg 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 Rosenberg, with the approval of the Commissioners' Court of Fort Bend County, Texas, and the City Council of the City of Rosenberg, 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 Decmeber, 1985.

PASSED, APPROVED AND ADOPTED this the 17th day of December 1985.

CITY OF ROSENBERG, TEXAS

BY: Regnette Self  
Mayor

ATTEST:

Alice Skalski  
City Secretary

APPROVED:

Conrad Schweg  
City Attorney

NO. \_\_\_\_\_

0030

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 ROSENBERG, TEXAS  
PROVIDING FOR THE HOUSING OF CITY PRISONERS

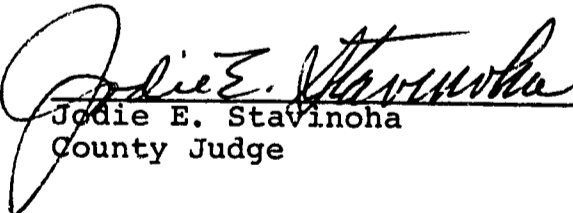
On this the 23 day of December, 1985, at a Regular-Special Meeting of Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon Motion by Commissioner \_\_\_\_\_, Seconded by Commissioner \_\_\_\_\_, duly put and carried:

WHEREAS, the City of Rosenberg, 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

0030 THE STATE OF TEXAS §  
 COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND  
 AND THE CITY OF ROSENBERG, 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 Rosenberg, 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 Rosenberg, 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 Rosenberg, 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 17th day of December 1985 in duplicate originals by Order of City Council of

City of Rosenberg, Texas

By: *Suzette Self*  
MAYOR



*Jane Hise*  
ASSISTANT CITY SECRETARY

SIGNED this 23 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

*Judith E. Starnes*  
COUNTY JUDGE

ATTEST:

*Glenn Wilson*  
COUNTY CLERK

0030

11. CONSIDER ADVERTISING FOR BIDS ON COUNTY-OWNED PROPERTY FOR OIL, GAS AND MINERAL LEASE FOR A TRACT OF LAND (10.547 ACRES, MORE OR LESS) SITUATION IN THE COON ACRES SUBDIVISION:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for county-owned property for oil, gas and mineral lease for a tract of land (10.547 acres, more or less) situation in the Coon Acres Subdivision.

12. ACCEPT STREETS IN GLENWOOD SUBDIVISION INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept streets in Glenwood Subdivision totaling 8780 ft. subject to right-of-ways being approved; (Recorded in minutes in full)

Glenwood St.  
Aspenwood St.

13. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$796.71 TO CHRIS DISTEFANO AND \$73,488.74 TO THE MARTON COMPANY ON THE LAW ENFORCEMENT ACADEMY PROJECT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve invoice in the amount of \$796.71 to Chris DiStefano and \$46,865.40 to the Marton Company on the Law Enforcement Academy project subject to County Engineer's approval. (Recorded in minutes in full)

14. CONSIDER AWARDED BIDS ON (1) LIBRARY FURNISHINGS FOR GEORGE MEMORIAL LIBRARY (2) CULVERTS AND (3) CLEANING SUPPLIES & PAPER PRODUCTS:

Award bid on library furnishings for George Memorial Library:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, the Commissioners' Court award bid to the lowest bidders that meets spec in the various groups as follows less item #12 & 13 and reject all other bids. Funds available.

- 1) McCoy
- 2) Architectural Interior Services
- 3) Evans-Monical
- 4) Danish Library
- 5) Brodart

Award bid on culverts:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court award bid to the lowest bidders based on availability, price and point of delivery. (Recorded in minutes in full)

Award bid on cleaning supplies & paper products:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone until January 6, 1986.

15. CONSIDER ADVERTISING FOR BIDS FOR PORTABLE BUILDING FOR PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for portable building for Precinct 4.

412

106 A

RIGHT-OF-WAY

0030

THE STATE OF TEXAS X  
COUNTY OF FORT BEND X

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, 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 said following described land, situated in said County of Fort Bend and State of Texas, and described as follows, to-wit:

That certain sixty (60') foot wide parcel of land in Glenwood, an unrecorded subdivision in the Samuel Isaacs League, Abstract 35, Fort Bend County, Texas, described in the field notes on the attached Exhibit "A", which is made a part hereof, that certain sixty (60') foot wide parcel of land in Glenwood, an unrecorded subdivision in the Samuel Isaacs League, Abstract 35, Fort Bend County, Texas, described in the field notes on the attached Exhibit "B", that certain sixty (60') foot wide parcel of land in Glenwood, Section 2, an unrecorded subdivision in the Samuel Isaacs League, Abstract 35, Fort Bend County, Texas, described in the field notes on the attached Exhibit "C", and that certain parcel of land in Glenwood Section 1 and Glenwood, Section 2, unrecorded subdivisions in the Samuel Isaacs League, Abstract 35, Fort Bend County, Texas, described in the field notes on the attached Exhibit "D", which is made a part hereof.

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 our hands this 23<sup>rd</sup> day of December, A.D., 1985.

J.G. Hajdik  
J.G. Hajdik, Trustee

THE STATE OF TEXAS X  
COUNTY OF FORT BEND X

This instrument was acknowledged before me on December 23, 1985, by J.G. Hajdik, Trustee, in the capacity therein stated.

Barbara Jean Martin  
Notary Public in and for State of Texas

My commission expires: \_\_\_\_\_

BARBARA JEAN MARTIN  
Notary Public, Texas, State No. \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



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

106 B  
0030

CHARLIE KALKOMEY  
REGISTERED PUBLIC SURVEYOR

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

FIELD NOTES FOR THE CENTERLINE OF A ROAD BEING OVER AND ACROSS A PORTION OF A 100.00 ACRE TRACT OF LAND IN THE SAMUEL ISAACS LEAGUE, ABSTRACT 35, FORT BEND COUNTY, TEXAS, SAID 100.00 ACRE TRACT OF LAND BEING A PART OF THAT CERTAIN CALLED 199.826 ACRE TRACT OF LAND (SURVEYED AS 199.5309 ACRES) CALLED LOTS 1 AND 2 OF THE JACKSON SUBDIVISION OF THE BURTON PLANTATION DESCRIBED IN DEEDS RECORDED IN VOLUME 203, PAGES 589-590, AND VOLUME 613, PAGES 815-816, FORT BEND COUNTY DEED RECORDS.

COMMENCING at an Iron Pipe set at the point of intersection of the West line of the Samuel Isaacs League, Abstract 35, and the East line of the William Andrews League, Abstract 3, with the South Right-of-Way line of F.M. Highway 359, said point being the Northwest corner of the aforementioned 100.00 Acre Tract of land and the aforementioned surveyed 199.5309 Acre Tract of land;

THENCE North 89 degrees 32 minutes 20 seconds East along the South Right-of-Way line of F.M. Highway 359, same being the North line of said 199.5309 Acre Tract, 337.22 feet to a point for the Place of Beginning of the herein described centerline, said roadway being 40 feet on either side of said point;

THENCE South 00 degrees 59 minutes 15 seconds West along the centerline of the herein described roadway, at 200 feet pass a point at which said roadway becomes 30 feet on either side of the herein described centerline, and continuing for a total distance of 850 feet to an Iron Pipe set at the Point of Curvature of a curve to the left;

THENCE around said curve to the left having a central angle of 30 degrees 00 minutes 00 seconds and a radius of 186.60 feet, 97.70 feet to an Iron Pipe set at the Point of Tangency of said curve;

THENCE South 29 degrees 00 minutes 45 seconds East, 22.99 feet to an Iron Pipe set at the Point of Curvature of a curve to the right;

THENCE around said curve to the right having a central angle of 30 degrees 00 minutes 00 seconds and a radius of 186.60 feet, 97.70 feet to an Iron Pipe set at the Point of Tangency of said curve;

THENCE South 00 degrees 59 minutes 15 seconds West, 1908.32 feet to an Iron Pipe set at the Point of Curvature of a curve to the left;

THENCE around said curve to the left having a central angle of 18 degrees 00 minutes 00 seconds and a radius of 315.69 feet, 99.18 feet to an Iron Pipe set at the Point of Tangency of said curve;

THENCE South 17 degrees 00 minutes 45 seconds East, 123.11 feet to an Iron Pipe set at the Point of Curvature of a curve to the right;

THENCE around said curve to the right having a central angle of 18 degrees 00 minutes 00 seconds and a radius of 315.69 feet, 99.18 feet to an Iron Pipe set at the Point of Compound Curvature of a curve to the right;

THENCE around said curve to the right having a central angle of 30 degrees 00 minutes 04 seconds and a radius of 267.14 feet, 139.88 feet to an Iron Pipe set at the Point of Tangency of said curve;

THENCE South 30 degrees 59 minutes 19 seconds West, 67.35 feet to an Iron Pipe set at the Point of Curvature of a curve to the left;

THENCE around said curve to the left having a central angle of 36 degrees 00 minutes 00 seconds and a radius of 230.83 feet, 145.03 feet to an Iron Pipe set at the Point of Tangency of said curve;

THENCE South 05 degrees 00 minutes 41 seconds East, 193.37 feet to an Iron Pipe set at the Point of Curvature of a curve to the left;

THENCE around said curve to the left having a central angle of 25 degrees 00 minutes 00 seconds and a radius of 338.30 feet, 147.61 feet to an Iron Pipe set at the Point of Tangency of said curve; <sup>106 C</sup> <sub>0030</sub>

THENCE South 30 degrees 00 minutes 41 seconds East, 51.09 feet to an Iron Pipe set at the Point of Curvature of a curve to the right;

THENCE around said curve to the right having a central angle of 30 degrees 00 minutes 00 seconds and a radius of 279.90 feet, 146.56 feet to an Iron Pipe set at the Point of Tangency of said curve;

THENCE South 00 degrees 00 minutes 41 seconds East, 25.13 feet to an Iron Pipe set at the Point of Curvature of a curve to the right;

THENCE around said curve to the right having a central angle of 12 degrees 00 minutes 00 seconds and a radius of 713.53 feet, 149.45 feet to an Iron Pipe set at the Point of Tangency of said curve;

THENCE South 11 degrees 59 minutes 19 seconds West, at 320 feet pass the center of a cul de sac having a radius of 50 feet, and continuing for a total distance of 483.82 feet to a point in the centerline of a Fort Bend County 40 foot wide Drainage Easement recorded in Volume 356, Page 521, Fort Bend County Deed Records, for the Place of Termination of the herein described centerline.

*Charlie Kalkomey*  
Charlie Kalkomey, RPS  
No. 1399  
March 23, 1979

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

CHARLIE KALKOMEY  
REGISTERED PUBLIC SURVEYOR

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

FIELD NOTES FOR THE CENTERLINE OF A 60 FOOT WIDE ROAD EASEMENT BEING A PART OF A 100.00 ACRE TRACT OF LAND IN THE SAMUEL ISAACS LEAGUE, ABSTRACT 35, FORT BEND COUNTY, TEXAS, BEING A PART OF THAT CERTAIN CALLED 199.826 ACRE TRACT OF LAND (SURVEYED AS 199.5309 ACRES) CALLED LOTS 1 AND 2 OF THE JACKSON SUBDIVISION OF THE BURTON PLANTATION DESCRIBED IN DEEDS RECORDED IN VOLUME 203, PAGES 589-590, AND VOLUME 613, PAGES 815-816, FORT BEND COUNTY DEED RECORDS.

COMMENCING at an Iron Pipe set at the point of intersection of the West line of the Samuel Isaacs League, Abstract 35, and the East line of the William Andrews League, Abstract 3, with the South Right-of-Way line of F.M. Highway 359 at the Northwest corner of said 100.00 Acre Tract, same being the Northwest corner of the aforementioned 199.5309 Acre Tract;

THENCE North 89 degrees 32 minutes 20 seconds East along the South Right-of-Way line of said F.M. Highway 359, 797.47 feet to an Iron Pipe set at the Northeast corner of said 100.00 Acre Tract, same being the Northwest corner of a certain adjoining 99.5309 Acre Tract being a part of the aforementioned 199.5309 Acre Tract;

THENCE South 00 degrees 59 minutes 15 seconds West along the common line of said 100.00 Acre Tract and the adjoining 99.5309 Acre Tract, 4468.22 feet to an Iron Pipe set for the Place of Beginning of the herein described centerline;

THENCE North 89 degrees 00 minutes 45 seconds West along the herein described centerline, 339.57 feet to an Iron Pipe set in the centerline of a 60 foot wide road bearing in a Southerly direction for the Place of Termination of the herein described centerline, said 60 foot wide road being 30 feet on either side of said centerline.

*Charlie Kalkomey*

Charlie Kalkomey, RPS  
No. 1399  
March 23, 1979

AS PER ORIGINAL

## CHARLIE KALKOMEY SURVEYING, INC.

1815 MONS AVENUE  
ROSENBERG, TEXAS 77471

106 E

0030

CHARLIE KALKOMEY  
REGISTERED PUBLIC SURVEYOROFFICE: PHONE 342-2033  
HOME: PHONE 232-2208

FIELD NOTES FOR THE CENTERLINE OF A 60 FOOT WIDE ROAD EASEMENT BEING A PART OF A 99.5309 ACRE TRACT OF LAND IN THE SAMUEL ISAACS LEAGUE, ABSTRACT 35, FORT BEND COUNTY, TEXAS, BEING A PART OF THAT CERTAIN CALLED 199.826 ACRE TRACT OF LAND (SURVEYED AS 199.5309 ACRES) CALLED LOTS 1 AND 2 OF THE JACKSON SUBDIVISION OF THE BURTON PLANTATION DESCRIBED IN DEEDS RECORDED IN VOLUME 203, PAGES 589-590, AND VOLUME 613, PAGES 815-816, FORT BEND COUNTY DEED RECORDS.

COMMENCING at an Iron Pipe set at the point of intersection of the West line of the Samuel Isaacs League, Abstract 35, and the East line of the William Andrews League, Abstract 3, with the South Right-of-Way line of F.M. Highway 359 at the Northwest corner of said 100.00 Acre Tract, same being the Northwest corner of the aforementioned 199.5309 Acre Tract;

THENCE North 89 degrees 32 minutes 20 seconds East along the South Right-of-Way line of said F.M. Highway 359, 797.47 feet to an Iron Pipe set at the Northeast corner of said 100.00 Acre Tract, same being the Northwest corner of a certain adjoining 99.5309 Acre Tract being a part of the aforementioned 199.5309 Acre Tract;

THENCE South 00 degrees 59 minutes 15 seconds West along the common line of said 100.00 Acre Tract and the adjoining 99.5309 Acre Tract, 4468.22 feet to an Iron Pipe set for the Place of Beginning of the herein described centerline;

THENCE South 89 degrees 00 minutes 45 seconds East along the herein described centerline, 475.00 feet to an Iron Pipe set in the centerline of a 60 foot wide road bearing in a Southerly direction for the Place of Termination of the herein described centerline, said 60 foot wide road being 30 feet on either side of said centerline.

*Charlie Kalkomey*Charlie Kalkomey, RPS  
No. 1399  
June 25, 1981

AS PER ORIGINAL



106 F  
0030

## CHARLIE KALKOMEY SURVEYING, INC.

1815 MONS AVENUE  
ROSENBERG, TEXAS 77471CHARLIE KALKOMEY  
REGISTERED PUBLIC SURVEYOROFFICE: PHONE 342-2033  
HOME: PHONE 232-2208

FIELD NOTES FOR THE CENTERLINE OF A ROAD BEING OVER AND ACROSS A PORTION OF A CERTAIN CALLED 199.826 ACRE TRACT OF LAND IN THE SAMUEL ISAACS LEAGUE, ABSTRACT 35, FORT BEND COUNTY, TEXAS, (SURVEYED AS 199.5309 ACRES) CALLED LOTS 1 AND 2 OF THE JACKSON SUBDIVISION OF THE BURTON PLANTATION DESCRIBED IN DEEDS RECORDED IN VOLUME 203, PAGES 589-590, AND VOLUME 613, PAGES 815-816, FORT BEND COUNTY DEED RECORDS.

COMMENCING at an Iron Pipe set at the point of intersection of the West line of the Samuel Isaacs League, Abstract 35, and the East line of the William Andrews League, Abstract 3, with the South Right-of-Way line of F.M. Highway 359, said point being the Northwest corner of the aforementioned surveyed 199.5309 Acre Tract of land;

THENCE North 89 degrees 32 minutes 20 seconds East along the South Right-of-Way line of F.M. Highway 359, same being the North line of said 199.5309 Acre Tract, 337.22 feet to a point in the centerline of an 80 foot wide roadway, said roadway being 40 feet on either side of said point;

THENCE South 00 degrees 59 minutes 15 seconds West along the centerline of said roadway, at 200 feet pass a point at which said roadway becomes 30 feet on either side of said centerline, and continuing for a total distance of 823.35 feet to an Iron Pipe set at the Point of Intersection of said centerline with the centerline of a second 60 foot wide road bearing in an Easterly direction, said Point of Intersection being the Place of Beginning of the herein described centerline;

THENCE South 88 degrees 36 minutes 15 seconds East along the centerline of the herein described roadway, 808.66 feet to an Iron Pipe set at the Point of Curvature of a curve to the right;

THENCE around said curve to the right having a central angle of 89 degrees 35 minutes 30 seconds and a radius of 50.36 feet, 78.74 feet to an Iron Pipe set at the Point of Tangency of said curve;

THENCE South 00 degrees 59 minutes 15 seconds West, continuing along the centerline of the herein described roadway, 2,112.81 feet to an Iron Pipe set at the Point of Curvature of a curve to the left;

THENCE around said curve to the left having a central angle of 18 degrees 26 minutes 06 seconds and a radius of 616.23 feet, 198.27 feet to an Iron Pipe set for the Point of Tangency of said curve;

THENCE South 17 degrees 26 minutes 51 seconds East, continuing along the centerline of the herein described roadway, 116.23 feet to an Iron Pipe set for the Point of Curvature of a curve to the right;

THENCE around said curve to the right having a central angle of 49 degrees 37 minutes 03 seconds and a radius of 216.33 feet, 187.34 feet to an Iron Pipe set for the Point of Tangency of said curve;

AS PER ORIGINAL

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THENCE South 32 degrees 10 minutes 12 seconds West, continuing along the centerline of the herein described roadway, 144.82 feet to an Iron Pipe set at the Point of Curvature of a curve to the left;

THENCE around said curve to the left having a central angle of 46 degrees 12 minutes 47 seconds and a radius of 234.37 feet, 189.04 feet to an Iron Pipe set at the Point of Tangency of said curve;

THENCE South 14 degrees 02 minutes 35 seconds East, continuing along the centerline of the herein described roadway, 397.68 feet to an Iron Pipe set at the Point of Curvature of a curve to the right;

THENCE around said curve to the right having a central angle of 13 degrees 44 minutes 02 seconds and a radius of 758.01 feet, 181.70 feet to an Iron Pipe set at the Point of Tangency of said curve;

THENCE South 00 degrees 59 minutes 15 seconds West, at 92.06 feet pass the Point of Intersection of the herein described centerline with the centerline of a second 60 foot wide roadway bearing in a Westerly direction, and continuing for a total distance of 446.05 feet to an Iron Pipe set at the Point of Curvature of a curve to the left;

THENCE around said curve to the left having a central angle of 32 degrees 47 minutes 33 seconds and a radius of 339.85 feet, 194.51 feet to an Iron Pipe set at the Point of Tangency of said curve;

THENCE South 31 degrees 48 minutes 19 seconds East, 100.00 feet to an Iron Pipe set at the center of a cul-de-sac having a radius of 50.00 feet for the Place of Termination of the herein described centerline.

FILED

'86 JAN 13 A8:52

*Deanne 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

JAN 15 1986



*Deanne Wilson*  
County Clerk, Fort Bend Co., Tex.

RETURN TO ELIDA

ITEMS FOR COURT AGENDA MONDAY, DECEMBER 23, 1985

13  
00107

INVOICE

TO: Hon. Jodie Stavinoha, County Judge  
FORT BEND COUNTY COMMISSIONERS COURT  
P.O. Box 368  
Richmond, Texas 77469

FROM: CHRISTOPHER DI STEFANO & ASSOCIATES, INC.  
2500 CityWest Blvd., Suite 2010  
Houston, Texas 77042

DATE: December 16, 1985

RE: FORT BEND COUNTY LAW ENFORCEMENT ACADEMY

1. Contractor's Pay Request #2: \$46,865.40
2. Architect's Supervision:  
(46,865.40 x 8.5% x 20%)

DUE ARCHITECT: \$796.71

Chris DiStefano  
CHRIS DI STEFANO, AIA

cc: Kathy Hynson

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGE 1

TO (OWNER): Fort Bend County Commissioners  
 P.O. Box 368  
 Richmond, TX 77469

PROJECT: Fort Bend Law Enforcement Academy APPLICATION NO: 2  
 Richmond, TX

PERIOD TO: 12/30/85

FROM (CONTRACTOR): The Marton Company, INC. VIA (ARCHITECT):  
 8234 Braniff  
 Houston, TX 77061  
 CONTRACT FOR: Complete Construction

Christopher DiStefano ARCHITECT'S  
 2500 City West Blvd. #2010 PROJECT NO:  
 Houston, TX 77042

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

CONTRACT DATE: 28 October 1985

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
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:

By: *Christopher DiStefano*

Date: December 16, 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.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: *Christopher DiStefano*

Date: 12-16-85

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.

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 ..... \$ 102,169.75  
(Column G on G703)

5. RETAINAGE:

- a. 5% of Completed Work \$ 3,962.49  
(Column D + E on G703)
- b. 5% of Stored Material \$ 1,146.00  
(Column F on G703)

- Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... \$ 5,108.49
6. TOTAL EARNED LESS RETAINAGE ..... \$ 97,061.26  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$ 50,195.86

8. CURRENT PAYMENT DUE ..... \$ 46,865.40
9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$ 73,488.74  
(Line 3 less Line 6)

State of: *Texas* County of: *Harris*

Subscribed and sworn to before me this *16<sup>th</sup>* day of *December*, 19 *85*

Notary Public: *AnnELA L. HAAG*

My Commission expires: *8-21-89*

*AnnELA L. HAAG*

# CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 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: 2

APPLICATION DATE: 12/16/85

PERIOD TO: 12/30/85

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)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
	CONCRETE	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	100	0.00	325.00
	MISC. METALS	1,800.00	0.00	1,800.00	0.00	0.00	1,800.00	100	0.00	90.00
	ROUGH CARPENTRY	1,100.00	715.00	385.00	0.00	0.00	1,100.00	100	0.00	55.00
	FINISH CARPENTRY	5,400.00	0.00	0.00	0.00	0.00	0.00	-0-	5,400.00	
	WOOD DOORS	6,200.00	0.00	0.00	0.00	5,000.00	5,000.00	-0-	1,200.00	250.00
	ALUMINUM WORK	2,100.00	0.00	0.00	0.00	2,100.00	2,100.00	-0-	0.00	105.00
	GLASS & GLAZING	5,500.00	0.00	0.00	0.00	1,500.00	1,500.00	27	4,000.00	75.00
	FINISH HARDWARE	3,300.00	0.00	0.00	0.00	0.00	0.00	-0-	3,300.00	
	GYPSUM DRYWALL	24,600.00	18,450.00	1,230.00	0.00	2,320.00	22,000.00	89	2,600.00	1,100.00
	PAINTING, VMC, ETC	9,000.00	0.00	0.00	0.00	0.00	0.00	-0-	9,000.00	
	ACUSTICAL CEILINGS	7,400.00	0.00	4,000.00	0.00	2,000.00	6,000.00	81	1,400.00	300.00
	CERAMIC TILE	4,900.00	0.00	0.00	0.00	0.00	0.00	-0-	4,900.00	
	CARPET, VCT, BASE	7,500.00	0.00	0.00	0.00	0.00	0.00	-0-	7,500.00	
	TOILET PARTITIONS	2,500.00	0.00	0.00	0.00	0.00	0.00	-0-	2,500.00	
	MOVABLE PARTITION	6,500.00	0.00	0.00	0.00	0.00	0.00	-0-	6,500.00	
	CHALK & TACK BOARDS	2,000.00	0.00	0.00	0.00	0.00	0.00	-0-	2,000.00	
	PLUMBING	22,240.00	15,568.00	2,224.00	0.00	0.00	17,792.00	80	4,448.00	889.60
	HVAC	24,055.00	6,013.75	0.00	0.00	10,000.00	16,013.75	67	8,041.25	800.69
	ELECTRICAL	27,955.00	5,591.00	16,773.00	0.00	0.00	22,364.00	80	5,591.00	1,118.20
		170,550.00	52,837.75	26,412.00	0.00	22,920.00	102,169.75	60	68,380.25	5,108.49

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1)

Sanders & Sanders Associates, Inc  
Architecture • Interior Design  
2412 South Boulevard  
Houston, Texas 77098  
713 522-9733

11 December 1985

Mr. John Hammett  
Purchasing Agent  
Fort Bend County  
P. O. Box 368  
Richmond, Texas 77469

Dear Mr. Hammett:

After reviewing the bid tabulation with the submitted brochures, samples and specifications, Mr. Radoff and I recommend that you award to the various bidders the groups as follows:

	<u>Group</u>	<u>Amount</u>	<u>Total</u>
McCoy			
*	A	\$35,218.28	
*	B	36,902.74	
	C	<u>31,709.88</u>	
			\$103,830.90
Architectural Interior Services			
*	C	\$6,858.90	
*	D	8,391.00	
*	E	9,729.00	
*	K	1,464.00	
	M	3,500.00	
*	O	2,498.55	
	S	626.75	
	T	2,584.18	
*	V	3,015.24	
	W	1,190.25	
*	Y	<u>1,436.00</u>	
			41,293.87
Evans-Monical			
*	F	\$6,841.26	
*	H	<u>11,775.00</u>	
			18,616.26
Danish Library			
*	Q	\$11,224.20	11,224.20

Sanders & Sanders Associates, Inc.  
 Architecture • Interior Design  
 2412 South Boulevard  
 Houston, Texas 77098  
 713 522-9733

Mr. John Hammett  
 11 December 1985  
 Page 2

	<u>Group</u>	<u>Amount</u>	<u>Total</u>
Brodart			
	I	\$50,941.00	
add'l items	#12	<del>356.00</del>	
	#13	<del>600.00</del>	
			<u>51,897.00</u> <del>50,941.00</del>
			\$226,862.23
			<del>956.00</del> \$225,906.23

These bids are the lowest that meet the specifications. An asterick by some of the groups indicates that there was a lower bid that did not meet the specification.

The additional items requested under group "I" are due to quantity miscounts. The manufacturer has agreed to supply these at the same bid price. It is my recommendation that we add these at this time.

Please call me or Mr. Radoff if you have any questions regarding this recommendation.

Sincerely,



Janet R. Sanders

JRS:sb

cc: Len Radoff  
 Judge Stavinoha

TABULATION

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January 1, 1986

Thru

June 30, 1986



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T & G Reinforced Round Concrete Pipe Culvert -----	9
Aluminum Pipe - Corrugated; Railroad Tank Car Culverts -----	9
<u>HASARA CULVERT &amp; CONTRACTING, INC.</u>	
T & G Reinforced Round Concrete Pipe Culvert -----	10
Aluminum Pipe - Corrugated; Railroad Tank Car Culverts -----	10
<u>METAL CULVERTS, INC.</u>	
Galvanized Corrugated Riveted Steel Pipe Culvert: 2-2/3" x 1/2" -----	11
Galvanized Corrugated Riveted Steel Pipe Culvert: 3" x 1" -----	12
T & G Reinforced Round Concrete Pipe Culvert -----	13
Aluminum Pipe - Corrugated; Railroad Tank Car Culverts -----	13
<u>STEEL CULVERTS, INC.</u>	
T & G Reinforced Round Concrete Pipe Culvert -----	14
Aluminum Pipe - Corrugated; Railroad Tank Car Culverts -----	14
<u>WILSON CULVERTS, INC.</u>	
Galvanized Corrugated Riveted Steel Pipe Culvert: 2-2/3" x 1/2" -----	15
Galvanized Corrugated Spiral Steel Pipe Culvert: 2-2/3" x 1/2" -----	16
Galvanized Corrugated Spiral Steel Pipe Culvert: 3" x 1" -----	17
T & G Reinforced Round Concrete Pipe Culvert -----	18
Aluminum Pipe - Corrugated; Railroad Tank Car Culverts -----	18
<u>WYATT METAL DRAINAGE PRODUCTS, INC.</u>	
Galvanized Corrugated Riveted Steel Pipe Culvert: 2-2/3" x 1/2" -----	19
Galvanized Corrugated Riveted Steel Pipe Culvert: 3" x 1" -----	20

C

In determining the lowest and best bid for cleaning supplies and paper products, a sampling was taken using the price of one of every 3rd item on the bid. The results follow:

MOORE PAPER CO.	\$244.43
GULF COAST PAPER CO.	\$244.70
MORSE WHOLESAL	\$260.30
ROSENBERG JANITORIAL	\$296.44
BRAWNER PAPER CO.	\$313.78

Two of the every 3rd item (Items 13 & 16) could not be used due to lack of bids.

Based upon the above we request authorization to purchase from Moore Paper Company all items on which they bid.

We further request authorization to purchase items listed below from the vendor indicated who submitted the lowest bid; Moore Paper Co., did not bid on these items:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>VENDOR</u>
12	Toilet Bowl Cleaner, Liquid	Gulf Coast Paper
13	Toilet Bowl Cleaner, Powder	Brawner Paper Co.
14	De-Cloger, Drain	Brawner Paper Co.
16	Deodorant, Underarm, Roll-on	Brady & Assoc.
21	Pine Oil	Brawner Paper
32	Shampoo	Morse Wholesale

1 of each - every 3rd item

ITEM	MORSE	MOORE	BRAWNER	GULF COAST	ROSENBERG
1	.71	1.40	1.57	1.80	1.90
4	4.80	3.60	4.11	4.65	4.05
7	.06	.06	.07	.06	.05
10	.11	.24	.11	.09	.09
19	50.00	48.00	55.45	55.00	80.11
22	25.00	32.50	67.15	24.41	36.65
25	33.90	16.50	20.50	16.24	19.70
28	.08	.13	.13	.10	.12
31	49.95	45.00	50.60	46.17	44.95
34	4.80	5.30	9.12	4.90	5.85
37	4.00	3.60	14.53	3.06	10.17
40	16.75	16.75	19.29	15.95	18.50
43	43.50	45.95	39.10	44.41	42.30
46	15.34	14.20	18.43	16.78	18.40
49	11.30	11.20	13.62	11.08	13.60
TOTAL	260.30	244.43	313.78	244.70	296.44

0030

16. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE ALONG & ACROSS COTTONWOOD CHURCH RD. & COTTONWOOD SCHOOL RD./PRECINCT 4 :

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Southwestern Bell Telephone to lay cable along & across Cottonwood Church Rd. and Cottonwood School Rd./Precinct 4. (Recorded in minutes in full)

17. CONSIDER APPLICATION FROM FORT BEND TELEPHONE TO LAY CABLE ALONG FOSTER SCHOOL RD. IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve application from Fort Bend County Telephone to lay cable along Foster School Rd. in Precinct 2. (Recorded in minutes in full)

18. CONSIDER APPROVAL OF TELEPHONE LISTINGS FOR LOCAL DIRECTORIES:

Discussed changes to the telephone listings.

No action taken at this time.

19. APPROVE PLATS FOR THE FOLLOWING: (1) SHADY OAKS, SECTION 2, PRECINCT 1, (2) REPLAT OF RIVERWOOD VILLAGE, SECTION 3, PRECINCT 1 & (3) MOCKINGBIRD ACRES, SECTION 2, PRECINCT 2:

Approve plat for Shady Oaks, Section 2, Precinct 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve plat for Shady Oaks, Section 2, Precinct 1 subject to the inclusion of a detention facility as required by the County Engineer. Plat, Letter of Credit and Tax Statement were presented to Commissioners' Court. City of Rosenberg approved the plat as presented. (Recorded in minutes in full)

Charles Kalkomy discussed the changes to the proposed plat.

Approve plat of Riverwood Village, Section 3, Precinct 1:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone plat of Riverwood Village, Section 3, Precinct 1 for further drainage study.

Approve plat for Mockingbird Acres, Section 2, Precinct 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve plat for Mockingbird Acres, Section 2 Precinct 2. Plat, Letter of Credit and Tax Statements were presented to Commissioners' Court. (Recorded in minutes in full)

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

Met in Closed Session.

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

No action taken.

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 23 day of December, 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 December 6, 1985, permit no. 80719 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 Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledge! 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 Z. 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.

Picked up 12/27/85



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

00119

To be Submitted in Quintuplicate----5

COUNTY OF FORT BEND  
COMMISSIONER'S COURT

Precinct No. 1  
Key Map Ref. \_\_\_\_\_  
Notification No. 80719

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
Cottonwood Church Road	3591' north of Cottonwood School Road	60'	XXXX		XXXX
Cottonwood Church Road	@ Cottonwood School Road	60'	XXXX		XXXX
Cottonwood School Road	@ Wehring Road	60'	XXXX		XXXX
COON CREEK	E. OF COTTONWOOD CHURCH	600'	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		Distance
	From Nearest Intersection	To	
Cottonwood Church Road	Cottonwood School Road	north	3591'
Cottonwood School Road	Cottonwood Church Road	east	2629'
Shady Oaks Lane	Cottonwood School Road	south	2033'

GENERAL DESCRIPTION

Please see attached.

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. Jones  
(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: Dec. 6, 1985

Log No.: RR#44

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 Fort Bend Telephone Company dated November 26, 1985, permit no. 80717 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 Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley J. [Signature]  
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.

mailed 12/27/85



Appl. # 80717

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

12-4-85  
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

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)

00522

TO COUNTY OF FORT BEND

PRECINCT NO. 2

PERMIT NO. 80717

Formal notice is hereby given that Fort Bend Telephone Company, proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, 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

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
Foster School Road	@ Waddell Road	3,775' northwest	3,775'

General Description

(24" COVER)

Beginning at the northern intersection of Foster School Road and Waddell Road.

Thence, going approximately <sup>3775</sup>~~1757~~ feet in a northwesterly direction, at 5 feet from the ROW line. Thence, moving out to 17 feet and continuing in the same direction approximately 2018 feet.

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

COMPANY NAME: Fort Bend Telephone Co.

AGENT and/or OWNER

(accessible 24 hrs/day, 7 days/week)

Mike Smerek  
(Signature)

Written notice required 48 hours in advance of construction.

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

NAME & TITLE Mike Smerek Engineer  
(Please Print)

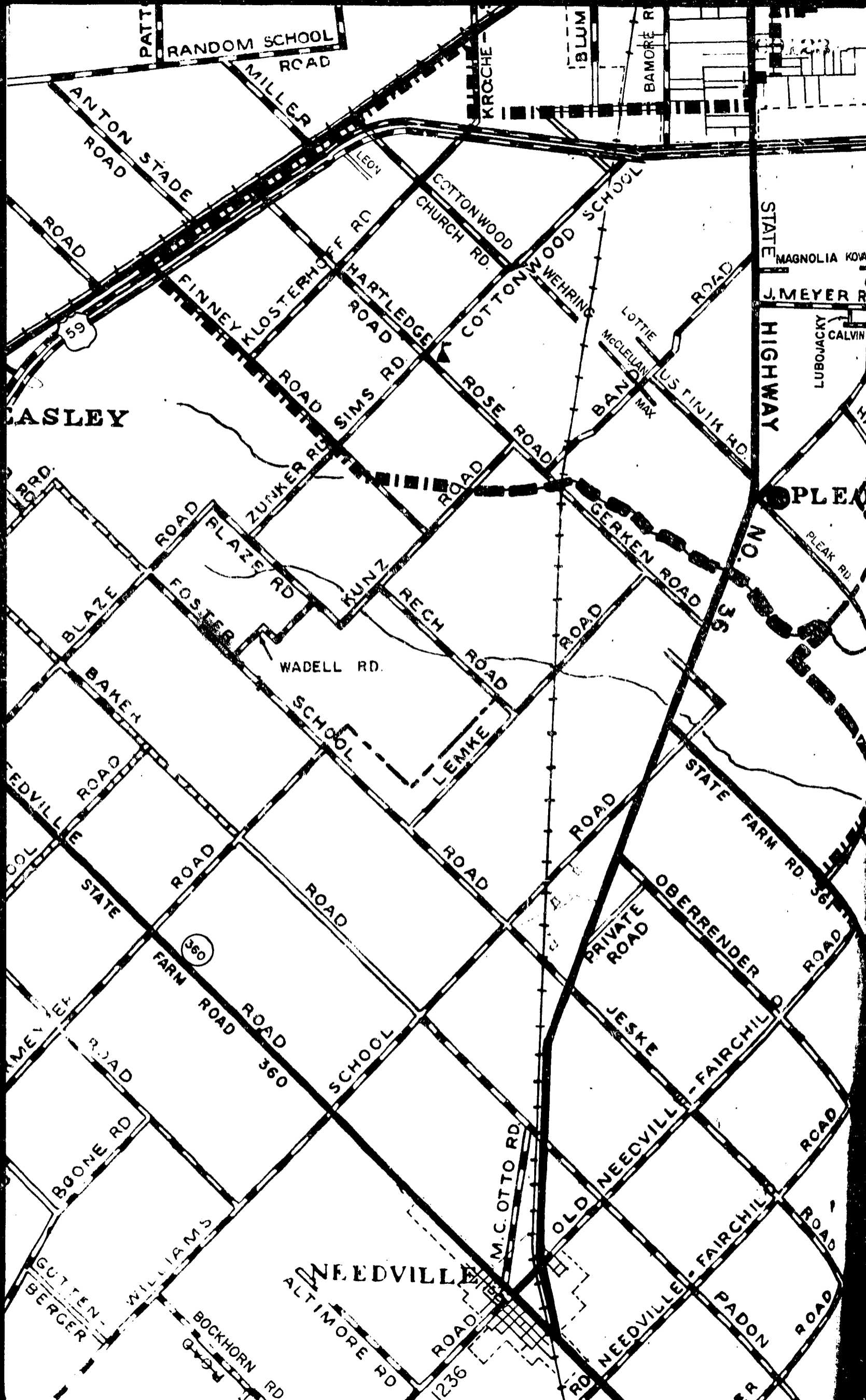
Violation of this requirement shall constitute grounds for job shut down.

DATE: November 26, 1985

ADDRESS P. O. Box 1127  
(Street/P.O. Box)

Rosenberg, TX 77471  
City State Zip

TELEPHONE NO: 342-4651



PATT  
RANDOM SCHOOL  
ROAD

KROCHE  
BLUM  
BAMORE R

ANTON STADE  
ROAD

MILLER  
ROAD

COTTONWOOD  
CHURCH RD.

COTTONWOOD SCHOOL

STATE  
MAGNOLIA KOVA  
J. MEYER R

ROAD

FINNEY KLOSTERHOFF RC  
ROAD

HARTLEDGE  
ROAD

WEHRING

59

CASLEY

ROAD  
SIMS RD

ROAD

ROSE ROAD

LOTTE  
McCLELLAN  
BAND  
MAX

ROAD

LUBOJACKY  
CALVIN

HIGHWAY

BRD.

BLAZE  
ROAD

FLAZE RD

ZUNKER RD

KUNZ

RECH ROAD

GERKEN ROAD

PLEASANTON

BAKER

FOSTER

ROAD

SCHOOL

LEMKER

ROAD

NO. 350

EDVILLE ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

STATE FARM RD. 361

STATE

FARM ROAD

ROAD

SCHOOL

ROAD

PRIVATE ROAD

OBERRENDER

AMEY RD

ROAD

ROAD

ROAD

ROAD

JESKE

FAIRCHILD

GUTTENBERGER

WILLIAM

ROAD

ROAD

ROAD

OLD NEEDVILLE

FAIRCHILD

PADON

ROAD

BOCKHORN RD.

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

NEEDVILLE

ALTIMORE RD

236

0030

MOCKINGBIRD ACRES  
SECTION 2

## 19 TRACTS

HOUSE	3,000	SF	
PATIO AND PORCHES	400	SF	
GARAGE	600	SF	
DRIVEWAY 10' X 20'	<u>2,000</u>	<u>SF</u>	
	6,000	SF	
	<u>x 19</u>		
	<u>114,600</u>	<u>SF</u>	
	43,560		= 2.62 ACRES

Road 2261 x 24 = 1.25 Acre

---

TOTAL TRACT	39.410	Acre
-	2.62	Acre
-	<u>1.25</u>	Acre Road
	<u>35.54</u>	

3.87 Acres 90 to 100% Impervious - Developed  
 35.54 Acres 25 to 40% Impervious

3.82 Acres x 100% x 12.5 inches/24 Hr. = 3.98 Ac/Ft  
 35.54 Acres x 40% x 12.5 inches/24 Hr. = x 4.81

Required Storage = 18.79 Ac/Ft

Discharge = 39.41 Total Acres  
 x 1/8 cfs/Acre

4.93 cfs x 60 x 60 x 24  

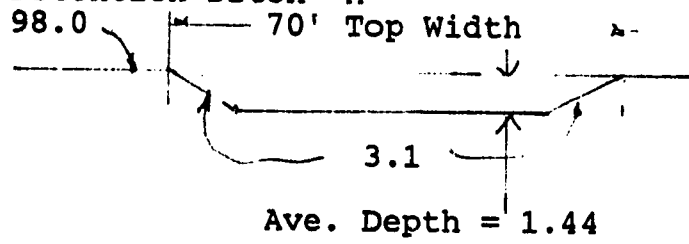

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 = 9.78 Ac/Ft

43560

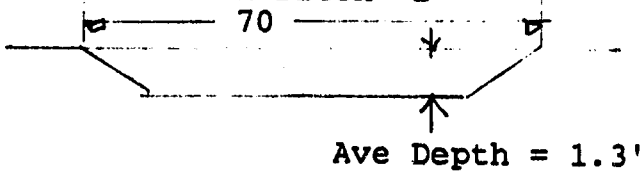
Detention Storage  
 Required 9.01 Ac/Ft

## Detention Ditch "A"



$$\text{Area} = 94.58 \text{ SF} \times 2745 \text{ feet} = \frac{259.622}{43560} = 5.96 \text{ Ac/Ft}$$

## Detention Ditch "B"



$$\text{Area} = 39.68 \text{ SF} \times 370 \text{ feet} = \frac{14682}{43560} \text{ CF} = 0.34 \text{ Ac/Ft}$$

TOTAL

9.87 Ac/Ft

STORAGE AVAILABLE TO ELEVATION 98.0

MINIMIM SLAB ELEVATION TO BE 99.0

MOCKINGBIRD

0030

22. MR. CHARLES SLONE, RE: APPROVAL OF APPRAISED FAIR MARKET VALUE  
AND SALE OF 4.818 ACRES OF HIGHWAY RIGHT-OF-WAY PROPERTY:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to postpone until January 6, 1986.

23. 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.

24. ADJOURNMENT:

Commissioners' Court adjourned at 12:00 p.m.

AGENDA  
FORT BEND COUNTY COMMISSIONERS COURT  
COURTHOUSE ANNEX, RICHMOND, TEXAS  
REGULAR SESSION  
MONDAY, JANUARY 6, 1986  
9:00 O'CLOCK A.M.

00127

0030

1. Approve minutes of meeting of December 23, 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. Deloitte, Haskins & Sells, re: presentation of proposal to complete 1985 audit for Fort Bend County & Drainage District.
6. Sheriff Gus George, re: (1) request authorization to advertise for bids for purchase of microfiche equipment to be used by Special Services Bureau in the consolidation of all records pertaining to this department (funds available); (2) request to contract for a 1-800 number for citizens of Needville/Orchard area; (3) request approval of contract between Fort Bend County & Dr. Stanley E. Thompson for medical care services of inmates in County Jail; & (4) request approval of contract between Fort Bend County & Dr. Victor H. Elion for psychological care services of inmates in County Jail. (Funds available for all the above)
7. Daniel Kosler, E.M.S. Director, re: consider mutual aide agreement with City of Houston relating to E.M.S. services.
8. Consider approval of interlocal agreements between Fort Bend County and various cities within Fort Bend County.
9. Consider Victim/Witness Assistance Act Grant per request of District Attorney's Office.
10. Consider approval of invoice in the amount of \$2,440 for 1986 membership dues to Texas Association of Counties.
11. Consider approval of invoice in the amount of \$125 for 1986 membership dues to County Judges & Commissioners Assn. of Texas.
12. Consider reappointment of Mary Williamson to Fort Bend County Library Board.
13. Consider acceptance of check from Lamar I.S.D. to Fort Bend County Precinct 2 Road & Bridge Fund.
14. Consider requesting a draw of up to \$50,000 from M-Bank Greenway on Irrevocable Letter of Credit #0692 for failure of the developer of Rancho Verde Subdivision in Precinct 2 to comply with Fort Bend County subdivision policies.
15. Approve holiday schedule for 1986.
16. Consider awarding bids on cleaning supplies & paper products.
17. Consider Fort Bend County office telephone listings in various telephone directories.
18. Mr. Bascom Hodges, Austin State Hospital, re: (1) consider a cooperative agreement between Austin State Hospital and Fort Bend County Sheriff's Dept. whereby Austin State Hospital will provide funds for additional deputy sheriff; and (2) discuss and consider possible establishment of a local MHMR Board of Trustees and subsequently an MHMR Community Center in Fort Bend County.
19. Consider application for Southwestern Bell Telephone to lay cable under & along Timothy Lane and across Levee in Precinct 3.
20. Consider application from AMOCO Gas Co. to lay gas line crossing Clear Creek Lateral in Precinct 2.

CONTINUED

00128

AGENDA - PAGE TWO  
FORT BEND COUNTY COMMISSIONERS COURT  
JANUARY 6, 1986

0030

21. Consider application from Shell Pipeline Corp. to lay pipeline crossing South Diversion Lateral V.B., Willowfork Lateral V.A., Cinco Ditch Lateral V.A.9, Lateral P-2 East & West, Lateral P-2 North & South in Precinct 3.
22. 1:30 p.m. - Open bids for the following: One CPU, 4 megabyte minimum, expandable to 32 megabytes. 6 data channels expandable to 12. I/O 22 megabytes/sec min. 5KVA power requirement max.
23. Adjournment.

FILED FOR RECORD

~~JAN 2 1986~~ JAN 2 1986 ~~PM~~

JAN 2 1986

*Deane 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, January 2, 1986 at 3:20 p.m. by D. Gandy.



## REGULAR SESSION

BE IT REMEMBERED That on this 6TH day of JANUARY, 1985 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

0030

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 23, 1985:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve minutes of meeting of December 23, 1985.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Lutts voting no for Emergency Medical Service Line Item Transfer, it is ordered to approve 1985 Line Item Transfer as follows:

FAIRGROUNDS  
ROAD & BRIDGE, PRECINCT #4  
CONSTABLE PRECINCT #1  
EMERGENCY MEDICAL SERVICES

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

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

SHERIFF  
HEALTH DEPARTMENT  
DISTRICT ATTORNEY  
COUNTY CLERK

5. DELOITTE, HASKINS & SELLS, RE: PRESENTATION OF PROPOSAL TO COMPLETE 1985 AUDIT FOR FORT BEND COUNTY & DRAINAGE DISTRICT:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pressley voting no, it is ordered to appoint Deloitte, Haskins & Sells to complete the 1985 audit for Fort Bend County and Drainage District and approve contract as presented.

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and carried, it is ordered to amend contract fee to a 3% increase totaling \$45,200.00. (Recorded in minutes in full)

James Williams representing Deloitte, Haskins & Sells discussed 1985 audit.

0030 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</u>	<u>0034</u>	<u>DEPT.</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
insurance	0500		80201.00	-78,501	(1700)
uniforms	4011		4000.00	3250	(750)
linens	1066		4000.00	3600	(400)
office supply	1062		16000.00	15665.00	(335)
conferences	0701		4000.00	3800	(200)
extra help	0201		144363	147578.	3215.00
FICA	0300		<del>86772.00</del>	<del>86942.</del>	<del>170.00</del>

DATE: 12-30-85

DEPARTMENT HEAD: *Sam Kauer*

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:

<u>Fairgrounds</u>	DEPT.	FROM	TO	INCREASE (DECREASE)
<u>Social Security</u>		<u>3042.65</u>	<u>3032.11</u>	<u>15.54</u>
<u>Expenses</u>		<u>23,720.00</u>	<u>23704.46</u>	<u>(15.54)</u>
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____

DATE: 12/31/85

DEPARTMENT HEAD: Lawrence Ellis

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 6<sup>th</sup> day of January, 1986, 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>Road &amp; Bridge Pct. #4</u> DEPT.	FROM	TO	INCREASE (DECREASE)
Insurance	64,498.86	64,567.14	68.28
Fees & Services	50,000.00	49,931.72	(68.28)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 12/31/85  
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



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:

Constance Beckley RA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: 1- Date of Departure 1-15-85

Date of Return 1-17-85

Purpose of Trip: attend public health nursing seminar and conference, approximate expense - \$350.

Places to be Visited: Austin, Texas (Embassy Suites)

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

personal automobile

W. E. [Signature]  
Name

1-2-86  
Date

Director  
Title

\*\*\*\*\*

Approved: Commissioners' Court  
J. 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:

self only

Period: Date of Departure 1/12/86

Date of Return 1/24/86

Purpose of Trip: attend FBI "LEEDS" Seminar at Quantico, Virginia

Places to be Visited:

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

[Signature] Name

12/30/85 Date

Sheriff Title

\*\*\*\*\*

Approved: Commissioners' Court [Signature] County Judge

Date

*Funds available 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 JAN 14

Date of Return JAN 15

Purpose of Trip: Management Seminar

Places to be Visited: Dallas, Texas

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

airline

Dianne Wilson

Name

County Clerk

Title

1-3-86

Date

\*\*\*\*\*

Approved: Commissioners' Court

J. Stovener  
County Judge

Date



4  
Funds Available

00137

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 February 2, 1986  
Date of Return February 8, 1986

Purpose of Trip: to attend seminar on FINANCIAL MANIPULATION ANALYSIS

Places to be Visited: Austin, Texas

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

*John A. Metzger*  
Name  
January 2, 1986 District Attorney  
Date Title

\*\*\*\*\*

Approved: Commissioners' Court  
*J. Stavenoha* \_\_\_\_\_  
County Judge Date

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

Honorable Jodie E. Stavinoha,  
County Judge, and Members of  
the Commissioners Court of  
Fort Bend County, Texas  
Fort Bend County Courthouse  
Richmond, Texas 77469

November 19, 1985

Gentlemen:

We are pleased to submit our proposal to serve as the independent auditors for Fort Bend County, Texas (the "County") for the year ending December 31, 1985. Our Firm, our people and our capabilities are well known to some of you and to many other County officials since we have had the opportunity to serve as the County's independent auditors from 1972 to 1979 and from 1982 to 1984.

We want to continue serving as the County's auditors because Fort Bend County is the second fastest growing county in Texas and a prestigious client in the governmental sector. We feel that over the past decade we have been of great assistance to the County during this growth period, and we want to continue to provide our services to Fort Bend County.

As your independent auditors, our examination of the County's financial statements would be made in accordance with generally accepted auditing standards and would include such tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances.

We will render the following reports:

- combined financial statements of the County (including the Drainage District) for the year ended December 31, 1985 and auditor's opinion
- separate financial statements of the Fort Bend County Drainage District for the year ended December 31, 1985 and auditor's opinion, as required by the Texas Department of Water Resources.

- our Report to Management concerning internal accounting control and other administrative and operating matters.
- compliance reports as required by the Single Audit Act of 1984 and OMB Circular A-128.

WHY DELOITTE HASKINS & SELLS

We believe that you should again select Deloitte Haskins & Sells as auditors for the County because

- we are very familiar with the County and your operations, the County's people and records through the services we have previously rendered to you.
- we have an outstanding reputation for serving all types of governmental entities, both large and small, in Texas and in the Houston area. Other governmental clients currently served our the Houston office include:

Harris County, Texas  
 Port of Houston Authority  
 City of Bryan  
 City of College Station  
 Katy Independent School District  
 Humble Independent School District  
 Spring Independent School District  
 Conroe Independent School District  
 Deer Park Independent School District  
 Region IV Education Service Center.

- we have always staffed your engagement with people who are knowledgeable about governmental accounting. More importantly, your engagement has been staffed with people knowledgeable about Fort Bend County. For example, the following people will be involved in the 1985 audit:

James Williams has been the engagement partner on the County since 1972.

Stuart Snow has served the County for the last three years and will again serve as the audit manager.

Rick Daigneault will again be the senior accountant in 1985, his fourth year on the County.

Cliff Zabriskie has performed the review of data process-  
 sing last year and will perform that review in 1985.

We believe this continuity demonstrates the commitment of our Firm and our people to doing the best job possible for Fort Bend County.

- we use a proven engagement plan that provides for timely service, maximum audit efficiency and minimum fees, while ensuring the highest quality standards.
- we believe that our service does not stop with the issuance of our Auditor's opinion and that our Report to Management is of equal importance to you. This report is focused at improving your system of internal accounting control and enhancing the efficiency and effectiveness of the operations of the County.

#### PROFESSIONAL FEES

Our fees are based on the time spent on your engagement at standard hourly rates related to the level of experience of the individual assigned. Our fee, including any "out-of-pocket" expenses, would be \$46,000 to perform examinations of the County's and District's financial statements for the year ending December 31, 1985 discussed on pages 1 and 2. This estimated fee is composed of the following elements:

1984 fee for "regular" audits	\$40,000
5% increase due to inflation	2,000
Single Audit compliance audit and related reports	<u>4,000</u>
Total Fee Estimate for 1985	<del>\$46,000</del> 45,200

The above proposed fee for the Single Audit compliance audit represents a \$3,000 increase over our 1984 fee for performing only a Revenue Sharing compliance audit due to a significant increase in the scope of work under a Single Audit.

Fort Bend County is required to comply with the Single Audit Act of 1984 for the first time in 1985 and will be required to have a Single Audit in every year that the County's receipts from federal assistance programs exceed \$100,000.

The total fee estimate represents about 50% of our standard billing charges. We are able to discount charges to you since most of the audit work is performed outside of our "busy season" period.

To demonstrate our commitment to serving the County, we will also include 20 hours of gratis management time for advising the County of reporting changes necessary for the preparation of your comprehensive annual financial report. If any additional time is required in this phase, it will be billed at our standard rates discounted at 50%.

Any additional services requested by you would be charged at reasonable rates agreed upon before the services are rendered.

#### ROTATION POLICY

We are aware of the County's rotation policy. However, we believe that rotation of auditors might not be advantageous for the County because:

- a new Tax Assessor-Collector has taken office in January 1985. We have worked closely with this department to automate procedures and strengthen control procedures such as the lock box system.
- the County's data processing department is considering a significant hardware upgrade and has a backlog of systems to be designed and/or revised. We have worked closely with your data processing department and understand the problems and pressure of these changes for the County.
- as a result of a significant effort over the last few years, the County has now achieved the much needed accountability for fixed assets. We have worked closely with your accounting department over these years to provide assistance in achieving this accountability. We understand the problems associated with maintaining or improving effective accounting control over fixed assets.
- the County is currently working to implement standard policies and procedures dealing with the use of purchase orders. We want to assist the County to establish an encumbrance system that would provide all County departments with current information regarding the status of their budgets.
- the tremendous growth of County services continues to demand much of County employees. Because of the experience of our staff, County employees do not have to "train the auditors".
- we are continually looking for ways to improve our service to you at the lowest cost to you.

00142

We appreciate this opportunity to present our qualifications for your consideration, and we shall be pleased to furnish any additional information you desire. We sincerely hope our Firm will receive your favorable consideration.

Sincerely,

DELOITTE HASKINS & SELLS

*James L. Williams*  
James L. Williams  
Partner

6. SHERIFF GUS GEORGE, RE: (1) REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR PURCHASE OF MICROFICHE EQUIPMENT TO BE USED BY SPECIAL SERVICES BUREAU IN THE CONSOLIDATION OF ALL RECORDS PERTAINING TO THIS DEPARTMENT (FUNDS AVAILABLE); (2) REQUEST TO CONTRACT FOR A 1-800 NUMBER FOR CITIZENS OF NEEDVILLE/ORCHARD AREA; (3) REQUEST APPROVAL OF CONTRACT BETWEEN FORT BEND COUNTY & DR. STANLEY E. THOMPSON FOR MEDICAL CARE SERVICES OF INMATES IN COUNTY JAIL; & (4) REQUEST APPROVAL OF CONTRACT BETWEEN FORT BEND COUNTY & DR. VICTOR H. ELION FOR PSYCHOLOGICAL CARE SERVICES OF INMATES IN COUNTY JAIL (FUNDS AVAILABLE FOR ALL THE ABOVE):

Sheriff Gus George request authorization to advertise for bids for purchase of microfiche equipment to be used by special services bureau in the consolidation of all records pertaining to this department (funds available):

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for microfiche equipment.

Gus George request purchase of microfiche equipment.

Sheriff Gus George request to contract for a 1-800 number for citizens of Needville/Orchard area:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to contract for a 1-800 number for Needville/Orchard area in the Sheriff's Dept. at a cost of \$265.00 per month and \$100.00 one time installation fee.

Sheriff Gus George request approval of contract between Fort Bend County & Dr. Stanley E. Thompson for medical care services of inmates in County Jail:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve contract between Fort Bend County and Dr. Stanley E. Thompson for medical care services of inmates in the county jail at a flat fee of \$900 per month. (Recorded in minutes in full)

Gus George discussed contract for medical care services.

Request approval of contract between Fort Bend County & Dr. Victor H. Elion for psychological care services of inmates in County Jail:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve contract between Fort Bend County & Dr. Victor H. Elion for psychological care services of inmates in county jail at a flat fee of \$800.00 per month. (Recorded in minutes in full)

7. DANIEL KOSLER, E.M.S. DIRECTOR, RE: CONSIDER MUTUAL AIDE AGREEMENT WITH CITY OF HOUSTON RELATING TO E.M.S. SERVICES:

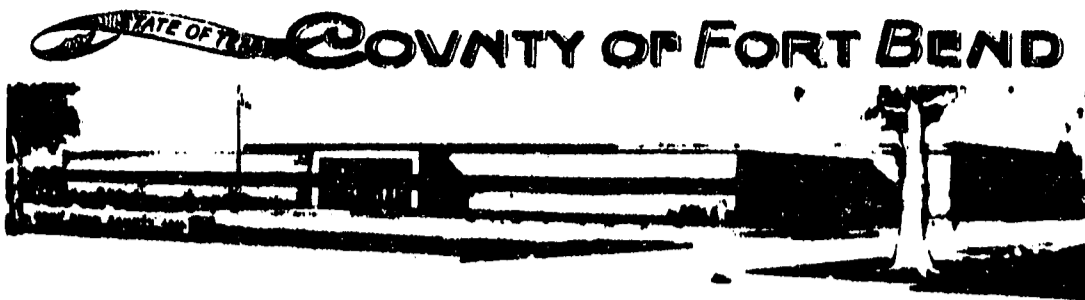
Postponed

8. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS BETWEEN FORT BEND COUNTY AND VARIOUS CITIES WITHIN FORT BEND COUNTY:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve the Interlocal Agreements between Fort Bend County and the following cities within Fort Bend County:

City of Sugar Land (Road maintenance & improvements)  
City of Sugar Land (Drainage maintenance)

0030



713/342-6116

GUS GEORGE, SHERIFF  
1410 Ransom Road  
Richmond, Texas 77469

December 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 items be included on the Commissioners' Court Agenda for Monday, January 6, 1985.

- 1) Consider approval of contract between Fort Bend County and Dr. Stanley E. Thompson for medical care services of inmates in the Fort Bend County Jail. Funds are available in the 1986 Sheriff Department Budget.
- 2) Consider approval of contract between Fort Bend County and Dr. Victor H. Elion for psychological care services of inmates in the Fort Bend County Jail. Funds are available in the 1986 Sheriff Department Budget.

Your favorable consideration of this request will be appreciated.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Gus George', written in dark ink.

Gus George  
Sheriff

GG/en  
Enclosures

cc: Mrs. Dianne Wilson, County Clerk  
Mr. Larry Wagenbach, Assistant  
District Attorney



## C O N T R A C T

THE STATE OF TEXAS  
COUNTY OF FORT BEND

THIS AGREEMENT, made and entered into by and between FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "the County" and Dr. Victor H. Elion, Ph.D, a practitioner of clinical psychology of Houston, Texas, hereinafter referred to as "Dr. Elion".

## W I T N E S S E T H:

WHEREAS, Fort Bend County is in need of a licensed clinical psychologist to provide psychological care services to inmates of Fort Bend County's Jail; and

WHEREAS, Dr. Elion is willing to provide the said psychological care services to the inmates of Fort Bend County's Jail;

NOW THEREFORE, it is mutually agreed by parties hereto as follows:

## I

Dr. Elion agrees to perform any and all necessary psychological care services that may be needed from time to time by the inmates of Fort Bend County's Jail. In no event shall Dr. Elion be obligated to provide in excess of sixteen (16) hours in any given calendar month. The County agrees to furnish all supplies necessary for the psychological care services of the inmates of Fort Bend County's Jail. Additionally, the County will provide permanent examination charts, work records, and file cabinet to keep records for all of the inmates examined by Dr. Elion. All records will be kept in the medical department at the location where the services are performed. The records will be the permanent record of all psychological services rendered to the inmates.

0030

## II

On or about the last day of each calendar month beginning with the calendar month of January, 1986, and ending with the calendar month of December, 1986, (unless the term of this contract is sooner terminated in accordance with the provisions hereof), Dr. Elion will submit a statement for his services for such calendar month, specifying the dates and the number of hours on said dates for which services hereunder were performed. The County shall have the right, through its authorized representative or representatives, to examine and audit the records which support the monthly billings by Dr. Elion.

## III

In consideration for the services to be performed by Dr. Elion, the County agrees to pay Dr. Elion a fee equal to Fifty and No/100 Dollars (\$50.00) times the number of hours for which services were performed during such month. Provided, however, that in no event shall the County be obligated to pay Dr. Elion for more than sixteen (16) hours in any calendar month, nor will Dr. Elion be obligated to work for the County hereunder more than sixteen (16) hours in any calendar month. The County agrees to pay such fee on or before the twentieth (20th) day of the next calendar month or the fifteenth (15th) day after receipt of Dr. Elion's statement, whichever is later.

## IV

It is expressly understood and agreed by the parties hereto that in no event shall the County be liable to Dr. Elion under this Contract in an amount in excess of Eight Hundred and No/100 (\$800.00) per calendar month.

## V

It is understood and agreed by the parties hereto that the services to be furnished the County by Dr. Elion under the provisions hereof are to be performed by the said Dr. Elion in addition to his regular professional practice, and the said Dr. Elion shall not be obligated under the provisions hereof to maintain any set, regular hours, nor to perform any set number of hours of service in fulfilling his obligations under the provisions of this contract, but that he shall only be obligated to perform the services necessary to fulfill his obligation as herein stated, when necessary and as necessary, irrespective of the time of performance. Provided, however, in the event of Dr. Elion's absence or inability to perform, Dr. Elion may authorize other licensed clinical psychologists to perform the services hereunder for and on behalf of Dr. Elion.

## VI

In performing the services hereunder, Dr. Elion agrees to comply with all applicable federal, state, county and city laws, regulations, rules and ordinances.

## VII

Dr. Elion covenants and agrees that he will, at his expense, maintain at all times during the term of this Agreement, a professional liability insurance policy covering injuries arising out of or in connection with the performance of the services herein provided for, with coverage in the amount of not less than One Hundred Thousand and No/100 Dollars (\$100,000.00) for injuries to any one person and not less than Three Hundred Thousand and No/100 Dollars (\$300,000.00) for injuries to more than one person in any one accident or occurrence, and not less than Ten Thousand and No/100 Dollars (\$10,000.00) for any

single occurrence for injury to or destruction of property, or in the amounts of the County's maximum limitations of liability under Article 6252-19 of Vernon's Texas Civil Statutes, as amended, whichever is greater. Further, Dr. Elion will provide to the County a certificate of insurance evidencing the same within thirty (30) days after the execution of this Contract.

## VIII

Notwithstanding anything herein to the contrary, or that may be construed to the contrary, it is understood and agreed that if either party hereto refuses or fails to timely perform any one or more of the undertakings and obligations which are to be performed hereunder, then and in that event, the other party hereto shall have the right to terminate this Agreement upon ten (10) days written notice to the defaulting party. Within ten (10) days after the effective date of such termination, Dr. Elion shall submit his termination statement for the month in which termination occurs in the manner set out above for monthly statements.

## IX

Either the County or Dr. Elion may terminate this Agreement, without cause, prior to the expiration of the term set forth above upon thirty (30) days written notice to the other party. Within ten (10) days after the effective date of such termination, Dr. Elion shall submit his termination statement for the month in which termination occurs in the manner set out above for monthly statements.

## X

Any notice permitted or required to be given to Dr. Elion by the County hereunder may be given by certified United States Mail, return receipt requested, postage prepaid, addressed to Dr. Elion at the following address, to-wit:

Dr. Victor H. Elion, Ph.D.  
P.O. Box 14649  
Houston, Texas 77021

or to such address as Dr. Elion may from time to time furnish the County. Any such change in address shall be in writing and in duplicate signed by Dr. Elion and one copy thereof shall be delivered to the Commissioners' Court of the County, provided the foregoing shall not prevent the giving of actual notice to Dr. Elion in any manner.

Any notice permitted or required by Dr. Elion to the County hereunder shall be given likewise in writing and shall be given by certified United States Mail, return receipt requested, postage prepaid, addressed to the County at the following address, to-wit:

Fort Bend County Commissioners' Court  
Courthouse Annex  
P.O. Box 368  
Richmond, Texas 77469

Attn: Judge Jodie Stavinoha  
Sheriff Gus George

## XI

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

EXECUTED in duplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

FORT BEND COUNTY

By \_\_\_\_\_  
Jodie E. Stavinoha, County Judge

ATTEST:

\_\_\_\_\_  
Mrs. Dianne Wilson, County Clerk

## C O N T R A C T

THE STATE OF TEXAS  
COUNTY OF FORT BEND

THIS AGREEMENT, made and entered into by and between FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "the County" and Dr. Stanley E. Thompson, M.D., a practitioner of medicine in Richmond, Texas hereinafter referred to as "Dr. Thompson".

## W I T N E S S E T H:

WHEREAS, Fort Bend County is in need of a licensed medical practitioner to provide medical care services to inmates of Fort Bend County's Jail; and

WHEREAS, Dr. Thompson is willing to provide the said medical care services to the inmates of Fort Bend County's Jail;

NOW THEREFORE, it is mutually agreed by parties hereto as follows:

## I

Dr. Thompson is designated as the Medical Director for the Fort Bend County Sheriff Department. Dr. Thompson agrees to perform any and all necessary medical care services that may be needed from time to time by the inmates of Fort Bend County's Jail, and in a cooperative effort to supervise with the Sheriff Department the medical officers hired by the County. In no event shall Dr. Thompson be obligated to provide in excess of twelve (12) hours in any given calendar month. The County agrees to furnish all supplies necessary for the medical care services of the inmates of

Fort Bend County's Jail. Additionally, the County will provide permanent examination charts, work records, and file cabinets to keep records for all of the inmates examined by Dr. Thompson. All records will be kept in the medical department at the location where the services are performed. The records will be permanent records of all medical services rendered to the inmates.

## II

On or about the last day of each calendar month beginning with the calendar month of January, 1986, and ending with the calendar month of December, 1986 (unless the term of this contract is sooner terminated in accordance with the provisions hereof), Dr. Thompson will submit a statement for his services for such calendar month, specifying the dates and the number of hours on said dates for which services hereunder were performed. The County shall have the right, through its authorized representative or representatives, to examine and audit the records which support the monthly billings by Dr. Thompson.

## III

In consideration for the services to be performed by Dr. Thompson, the County agrees to pay Dr. Thompson a fee equal to Seventy-five and No/100 (\$75.00) times the number of hours for which services were performed during such month. Provided, however, that in no event shall the County be obligated to pay Dr. Thompson for more than twelve (12) hours in any calendar month, nor will Dr. Thompson be obligated to work for the County hereunder more than twelve (12) hours in any calendar month. The County agrees to pay such fee on or before the twentieth (20th) day of the next calendar month or the fifteenth (15th) day after receipt of Dr. Thompson's statement, whichever is later.

## IV

It is expressly understood and agreed by the parties hereto that in no event shall the County be liable to Dr. Thompson under this Contract in an amount in excess of Nine Hundred and No/100 Dollars (\$900.00) per calendar month. It is also expressly understood and agreed to by the parties hereto that the County will pay to Dr. Thompson Nine Hundred and No/100 Dollars (\$900.00) per month regardless of the numbers of hours worked.

## V

It is understood and agreed by the parties hereto that the services to be furnished the County by Dr. Thompson under the provisions hereof are to be performed by the said Dr. Thompson in addition to his regular professional practice, and the said Dr. Thompson shall not be obligated under the provisions hereof to maintain any set, regular hours, nor to perform any set number of hours of service in fulfilling his obligations under the provisions of this contract, but that he shall only be obligated to perform the services necessary to fulfill his obligation as herein stated. These services are for regularly scheduled calls to the Fort Bend County Jail to hold sick call. Any other treatment which may be rendered by Dr. Thompson at his office or during a specific call to the Fort Bend County Jail to see an acutely ill patient shall be charged his regular fees and services. Provided, however, in the event of Dr. Thompson's absence in inability to perform, Dr. Thompson may authorize other licensed medical practitioners to perform the services hereunder for and on behalf of Dr. Thompson.

## VI

In performing the services hereunder, Dr. Thompson agrees to comply with all applicable federal, state, county and city laws, regulations, rules and ordinances.



## VII

Dr. Thompson covenants and agrees that he will, at his expense, maintain at all times during the term of this Agreement, a professional liability insurance policy covering injuries arising out of or in connection with the performance of the services herein provided for, with coverage in the amount of not less than One Hundred Thousand and No/100 Dollars (\$100,000.00) for injuries to any one person and not less than Three Hundred Thousand and No/100 Dollars (\$300,000.00) for injuries to more than one person in any one accident or occurrence, and not less than Ten Thousand and No/100 Dollars (\$10,000.00) for any single occurrence for injury to or destruction of property, or in the amounts of the County's maximum limitations of liability under Article 6252-19 of Vernon's Texas Civil Statutes, as amended, whichever is greater. Further, Dr. Thompson will provide to the County a certificate of insurance evidencing the same within thirty (30) days after the execution of this Contract.

## VIII

Notwithstanding anything herein to the contrary, or that may be construed to the contrary, it is understood and agreed that if either party hereto refuses or fails to timely perform any one or more of the undertakings and obligations which are to be performed hereunder, then and in that event, the other party hereto shall have the right to terminate this Agreement upon ten (10) days written notice to the defaulting party. Within ten (10) days after the effective date of such termination, Dr. Thompson shall submit his termination statement for the month in which termination occurs in the manner set out above for monthly statements.

IX

Either the County or Dr. Thompson may terminate this Agreement, without cause, prior to the expiration of the term set forth above upon thirty (30) days written notice to the other party. Within ten (10) days after the effective date of such termination, Dr. Thompson shall submit his termination statement for the month in which termination occurs in the manner set out above for monthly statements.

X

Any notice permitted or required to be given to Dr. Thompson by the County hereunder may be given by certified United States Mail, return receipt requested, postage prepaid, addressed to Dr. Thompson at the following address, to-wit:

Dr. Stanley E. Thompson, M.D.  
1108 Morton St.  
Richmond, Texas 77469

or to such address as Dr. Thompson may from time to time furnish the County. Any such change in address shall be in writing and in duplicate signed by Dr. Thompson and one copy thereof shall be delivered to the Commissioners' Court of the County, provided the foregoing shall not prevent the giving of actual notice to Dr. Thompson in any manner.

Any notice permitted or required by Dr. Thompson to the County hereunder shall be given likewise in writing and shall be given by certified United States Mail, return receipt requested, postage prepaid, addressed to the County at the following address, to-wit:

Fort Bend County Commissioners' Court  
Courthouse Annex  
P.O. Box 368  
Richmond, Texas 77469

Attn: Judge Jodie Stavinoha  
Sheriff Gus George

XI

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

EXECUTED in duplicate originals on this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

FORT BEND COUNTY

By \_\_\_\_\_  
Jodie E. Stavinoha, County Judge

ATTEST:

\_\_\_\_\_  
Mrs. Dianne Wilson, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Larry Wagenbach  
Assistant District Attorney

I hereby certify that funds are available in the amount of \_\_\_\_\_ to pay the obligation of Fort Bend County under and within the foregoing contract.

\_\_\_\_\_  
Mrs. Joyce Tompkins, County Auditor

- 0030      City of Kendleton    (Road maintenance & improvements)  
             City of Kendleton    (Drainage maintenance)  
             City of Needville    (Drainage maintenance)  
             City of Needville    (Road maintenance & improvements)  
             City of Needville    (Health Regulations)  
             City of Needville    (Animal Control)

9.    CONSIDER VICTIM/WITNESS ASSISTANCE ACT GRANT PER REQUEST OF DISTRICT ATTORNEY'S OFFICE:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Lutts voting to abstain, it is ordered to approve the application to apply for Victim/Witness Assistance Federal funds totaling \$40,270.00. (Recorded in minutes in full)

10.   CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$2,440 FOR 1986 MEMBERSHIP DUES TO TEXAS ASSOCIATION OF COUNTIES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve invoice in the amount of \$2,440 for 1986 membership dues to Texas Association of Counties.

11.   CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$125 FOR 1986 MEMBERSHIP DUES TO COUNTY JUDGES & COMMISSIONERS' ASSN. OF TEXAS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve invoice in the amount of \$125 for 1986 membership dues to County Judges & Commissioners Assn. of Texas. (Recorded in minutes in full)

12.   CONSIDER REAPPOINTMENT OF MARY WILLIAMSON TO FORT BEND COUNTY LIBRARY:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to reappoint Mary Williamson to Fort Bend County Library. (Recorded in minutes in full)

13.   CONSIDER ACCEPTANCE OF CHECK FROM LAMAR I.S.D. TO FORT BEND COUNTY PRECINCT 2 ROAD & BRIDGE FUND:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept \$7,260.18 from Lamar C.I.S.D. and rebudget into Precinct #2 Road & Bridge year ending balance. (Recorded in minutes in full)

14.   CONSIDER REQUESTING A DRAW OF UP TO \$50,000 FROM M-BANK GREENWAY ON IRREVOCABLE LETTER OF CREDIT #0692 FOR FAILURE OF THE DEVELOPER OF RANCHO VERDE SUBDIVISION IN PRECINCT 2 TO COMPLY WITH FORT BEND COUNTY SUBDIVISION POLICIES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to draw \$50,000 from M-Bank Greenway on Irrevocable Letter of Credit #0692 subject to Letter of Credit not being renewed by January 11, 1986.

15.   APPROVE HOLIDAY SCHEDULE FOR 1986:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve the following holiday schedule for 1986:

GOOD FRIDAY

FRIDAY, MARCH 28TH

#8

CITY OF SUGAR LAND RESOLUTION NO. 85-37

0030

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE, AND THE CITY SECRETARY TO ATTEST, AN INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF SUGAR LAND.

WHEREAS, this Interlocal Agreement is entered into by, among and between Fort Bend County, hereinafter referred to as "County" and the City of Sugar Land, hereinafter referred to as "City".

WHEREAS, the City desires that the County assist in the maintenance, repair and construction of streets, roads and drainage within the corporate limits of the City; and

WHEREAS, the County desires to assist the City in the maintenance, repair and construction of streets, roads and drainage within the corporate limits of said City; and

WHEREAS, this Agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS:

That the Mayor is hereby authorized to execute, and the City Secretary to attest, an Interlocal Agreement by, among and between Fort Bend County and the City of Sugar Land for the purpose of maintenance, repair and construction of streets, roads, and drainage within the corporate limits of the City of Sugar Land, a copy of said Interlocal Agreement is attached hereto as Exhibit "A".

PASSED AND APPROVED this 17th day of December, 1985.

APPROVED:

By Walter S. McMeans  
Walter S. McMeans, Mayor

ATTEST:

Glenda Gundermann  
Glenda Gundermann, City Secretary

APPROVED AS TO FORM:

Frank A. Hickey, Jr.  
Frank A. Hickey, Jr., City Attorney

0030

THE STATE OF TEXAS     §

COUNTY OF FORT BEND     §

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
THE CITY OF SUGAR LAND, TEXAS

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's assistance in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the County desires to assist the City in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of said City;

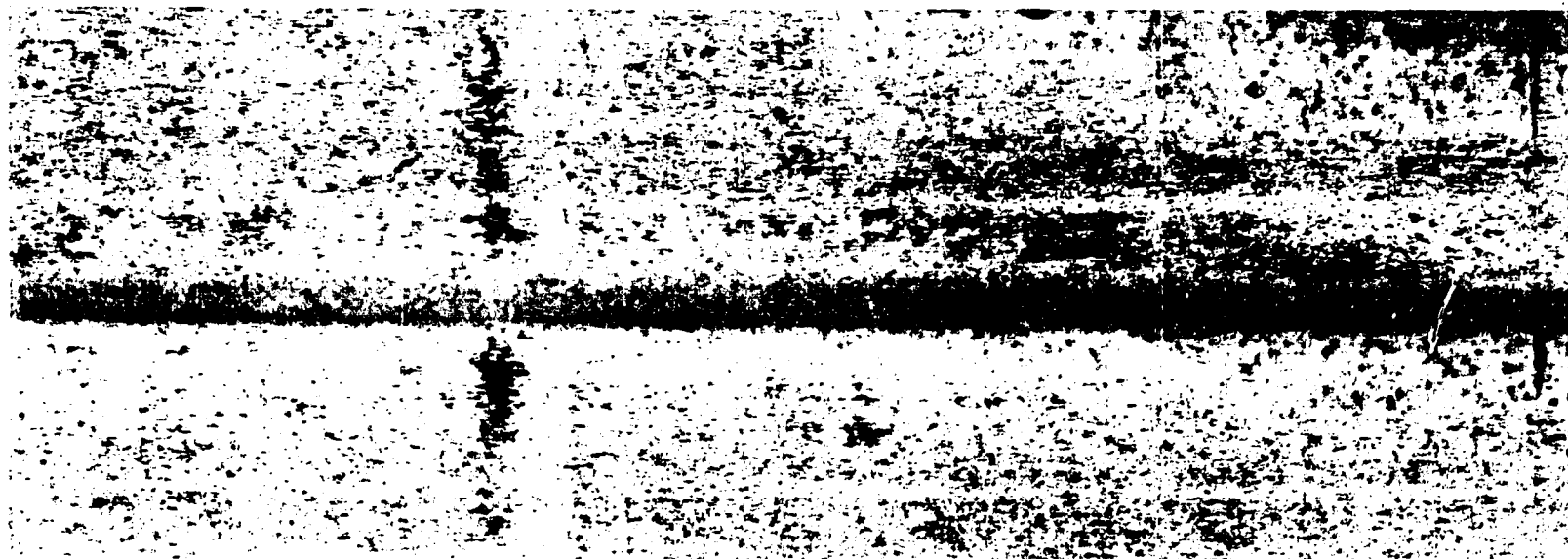
WHEREAS, the governing body of said County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County and City mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.
2. The letter from the Mayor of the City shall set forth the following:
  - a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

- b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.
    - c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.
    - d. That the City agrees to pay for any and all materials used by the County pertaining to the request.
3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.
5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.
6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.



0030

- 7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
- 8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.
- 9. 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 17th day of December, 1985.

City of Sugar Land, Texas

Walter G. Meane  
Mayor

ATTEST:

[Signature]  
City Secretary

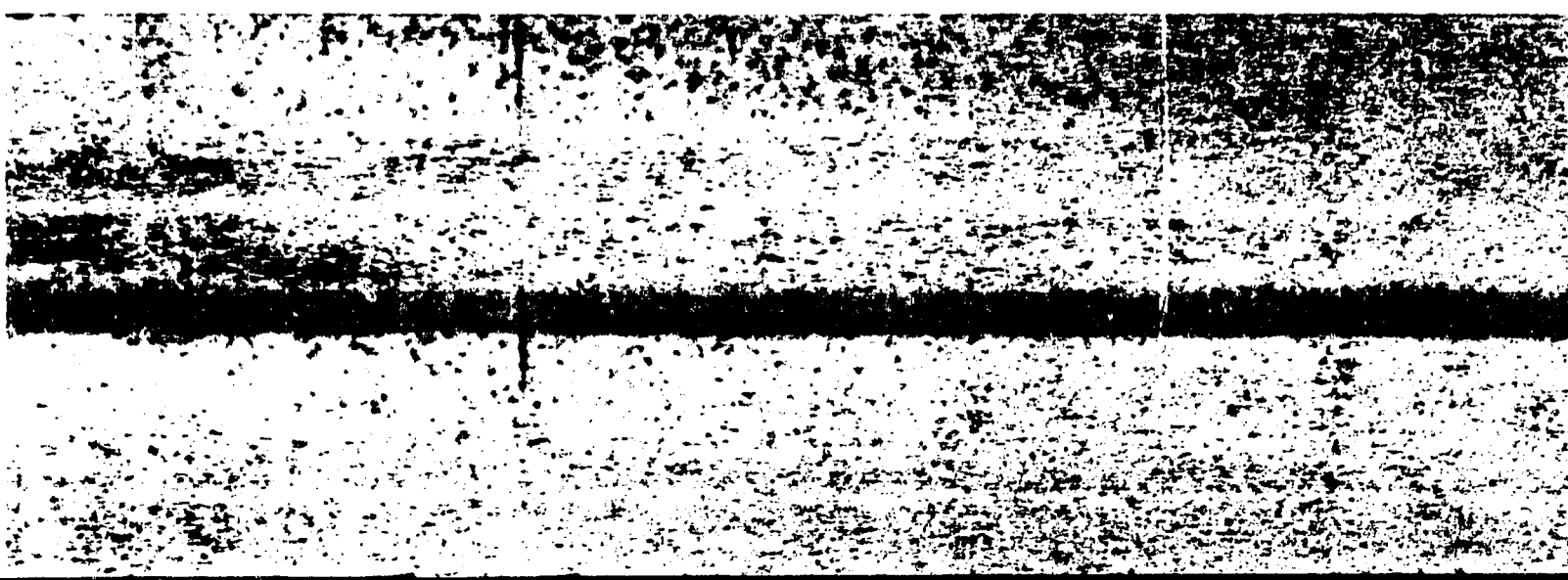
SIGNED this 6 day of January, 1986.

County of Fort Bend

John E. Starnola  
County Judge

ATTEST:

Glenn Wilson  
County Clerk





CITY OF SUGAR LAND RESOLUTION NO. 85-36

0030

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE, AND THE CITY SECRETARY TO ATTEST, AN INTERLOCAL AGREEMENT BETWEEN THE FORT BEND COUNTY DRAINAGE DISTRICT AND THE CITY OF SUGAR LAND.

WHEREAS, this Interlocal Agreement is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District" and the City of Sugar Land, hereinafter referred to as "City".

WHEREAS, the City desires that the Drainage District assist in the maintenance, repair and construction of drainage within the corporate limits of the City; and

WHEREAS, the Drainage District desires to assist the City in the maintenance, repair and construction of drainage within the corporate limits of said City; and

WHEREAS, this Agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUGAR LAND, TEXAS:

That the Mayor is hereby authorized to execute, and the City Secretary to attest, an Interlocal Agreement by, among and between the Fort Bend County Drainage District and the City of Sugar Land for the purpose of maintenance, repair and construction of drainage within the corporate limits of the City of Sugar Land, a copy of said Interlocal Agreement is attached hereto as Exhibit "A".

PASSED AND APPROVED this 17th day of December, 1985.

APPROVED:

By Walter S. McMeans  
Walter S. McMeans, Mayor

ATTEST:

Glenda Gundermann  
Glenda Gundermann, City Secretary

APPROVED AS TO FORM:

Firmin A. Hickey, Jr.  
Firmin A. Hickey, Jr., City Attorney

0165R

0030

THE STATE OF TEXAS  
COUNTY OF FORT BEND

INTERLOCAL AGREEMENT BETWEEN  
THE FORT BEND COUNTY DRAINAGE DISTRICT AND  
THE CITY OF SUGAR LAND

This interlocal agreement is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District" and the City of Sugar Land, hereinafter referred to as "City".

WHEREAS, the City desires that the Drainage District assist in the maintenance, repair and construction of drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the Drainage District desires to assist the City in the maintenance, repair and construction of drainage within the corporate limits of said City;

WHEREAS, the governing body of said Drainage District 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 Drainage District and City mutually agree as follows:

1. The Drainage District may repair, maintain and/or construct drainage within the corporate limits of City upon written notice by the Mayor of City to the County Commissioner within whose precinct said drainage is located.
2. The letter from the Mayor of City shall set forth the following:
  - a. Describe in detail the drainage the City desires the Drainage District's assistance in and describe in detail the work the City desires the Drainage District to perform.

- b. The approximate time the City desires the Drainage District to commence and the approximate time the City desires the Drainage District to complete the work.
  - c. That the City has current revenue funds available to pay the Drainage District for any and all materials used pursuant to the request.
  - d. The City agrees to pay for any and all materials used by the Drainage District pertaining to the request.
3. Upon receipt of such written request, the County Commissioner, within whose precinct the said drainage is located, will review and consider the request and review same with the Manager of the Drainage District, and if equipment and man-power are available, and the use of same will not interfere or interrupt normal construction and maintenance of Fort Bend County drainage, the Drainage District may make arrangements to assist the City, provided, however, it is expressly understood and agreed between the parties that such assistance shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the Drainage District agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of drainage made the subject of such conditions.
5. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit commencing during the time of the Drainage District's performing the necessary task of repair, maintenance, and/or construction of said drainage. Notwithstanding any of the above provisions if it is determined that Fort Bend County Drainage District is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County Drainage District will hold the City harmless and indemnify the City from all costs incurred.
6. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said drainage.

- 7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
- 8. It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.
- 9. 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 as provided herein below.

SIGNED this 14th day of December, 1985.

City of Sugar Land, Texas

Walter G. Mason  
Mayor

ATTEST:  
[Signature]  
City Secretary

SIGNED this 6 day of January, 1986.

County of Fort Bend

Jodie E. Sturivola  
County Judge

ATTEST:  
[Signature]  
County Clerk

THE STATE OF TEXAS §  
COUNTY OF FORT BEND

0030

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
THE CITY OF KENDLETON, TEXAS

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's assistance in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the County desires to assist the City in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of said City;

WHEREAS, the governing body of said County 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 and City mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.
2. The letter from the Mayor of the City shall set forth the following:
  - a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

- b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.
  - c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.
  - d. That the City agrees to pay for any and all materials used by the County pertaining to the request.
3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.
5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.
6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.
9. 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.

0030

SIGNED this 12th day of December, 1985.

City of Kendleton, Texas

W. Timmy Gil  
Mayor

ATTEST:

Sharon Fountain  
City Secretary

SIGNED this 6 day of January, 1986.

County of Fort Bend

Jodie E. Stover  
County Judge

ATTEST:

Glenn Wilson  
County Clerk

0030

THE STATE OF TEXAS   ◦  
COUNTY OF FORT BEND

INTERLOCAL AGREEMENT BETWEEN  
THE FORT BEND COUNTY DRAINAGE DISTRICT AND  
THE CITY OF KENDLETON

This interlocal agreement is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District" and the City of Kendleton, hereinafter referred to as "City".

WHEREAS, the City desires that the Drainage District assist in the maintenance, repair and construction of drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the Drainage District desires to assist the City in the maintenance, repair and construction of drainage within the corporate limits of said City;

WHEREAS, the governing body of said Drainage District 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 Drainage District and City mutually agree as follows:

1. The Drainage District may repair, maintain and/or construct drainage within the corporate limits of City upon written notice by the Mayor of City to the County Commissioner within whose precinct said drainage is located.
2. The letter from the Mayor of City shall set forth the following:
  - a. Describe in detail the drainage the City desires the Drainage District's assistance in and describe in detail the work the City desires the Drainage District to perform.



- b. The approximate time the City desires the Drainage District to commence and the approximate time the City desires the Drainage District to complete the work.
  - c. That the City has current revenue funds available to pay the Drainage District for any and all materials used pursuant to the request.
  - d. The City agrees to pay for any and all materials used by the Drainage District pertaining to the request.
3. Upon receipt of such written request, the County Commissioner, within whose precinct the said drainage is located, will review and consider the request and review same with the Manager of the Drainage District, and if equipment and man-power are available, and the use of same will not interfere or interrupt normal construction and maintenance of Fort Bend County drainage, the Drainage District may make arrangements to assist the City, provided, however, it is expressly understood and agreed between the parties that such assistance shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the Drainage District agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of drainage made the subject of such conditions.
5. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit commencing during the time of the Drainage District's performing the necessary task of repair, maintenance, and/or construction of said drainage. Notwithstanding any of the above provisions if it is determined that Fort Bend County Drainage District is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County Drainage District will hold the City harmless and indemnify the City from all costs incurred.
6. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said drainage.

0030

- 7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
- 8. It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.
- 9. 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 as provided herein below.

SIGNED this 12th day of December, 1985.

City of Kendallton, Texas

J. M. Messel  
Mayor

ATTEST:

Sharon Fountain  
City Secretary

SIGNED this 6 day of January, 1986.

County of Fort Bend

Judith E. Stawinski  
County Judge

ATTEST:

Diane Nelson  
County Clerk

THE STATE OF TEXAS

COUNTY OF FORT BEND

INTERLOCAL AGREEMENT BETWEEN  
THE FORT BEND COUNTY DRAINAGE DISTRICT AND  
THE CITY OF NEEDVILLE

This interlocal agreement is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District" and the City of Needville, hereinafter referred to as "City".

WHEREAS, the City desires that the Drainage District assist in the maintenance, repair and construction of drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the Drainage District desires to assist the City in the maintenance, repair and construction of drainage within the corporate limits of said City;

WHEREAS, the governing body of said Drainage District 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 Drainage District and City mutually agree as follows:

1. The Drainage District may repair, maintain and/or construct drainage within the corporate limits of City upon written notice by the Mayor of City to the County Commissioner within whose precinct said drainage is located.
2. The letter from the Mayor of City shall set forth the following:
  - a. Describe in detail the drainage the City desires the Drainage District's assistance in and describe in detail the work the City desires the Drainage District to perform.

- b. The approximate time the City desires the Drainage District to commence and the approximate time the City desires the Drainage District to complete the work.
  - c. That the City has current revenue funds available to pay the Drainage District for any and all materials used pursuant to the request.
  - d. The City agrees to pay for any and all materials used by the Drainage District pertaining to the request.
3. Upon receipt of such written request, the County Commissioner, within whose precinct the said drainage is located, will review and consider the request and review same with the Manager of the Drainage District, and if equipment and man-power are available, and the use of same will not interfere or interrupt normal construction and maintenance of Fort Bend County drainage, the Drainage District may make arrangements to assist the City, provided, however, it is expressly understood and agreed between the parties that such assistance shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the Drainage District agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of drainage made the subject of such conditions.
5. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit commencing during the time of the Drainage District's performing the necessary task of repair, maintenance, and/or construction of said drainage. Notwithstanding any of the above provisions if it is determined that Fort Bend County Drainage District is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County Drainage District will hold the City harmless and indemnify the City from all costs incurred.
6. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said drainage.

7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
8. It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.
9. 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 as provided herein below.

SIGNED this 30<sup>th</sup> day of December, 1986.

City of Needville, Texas

John A. Starnum  
Mayor

ATTEST:

Michael Patrick  
City Secretary

SIGNED this 6 day of January, 1986.

County of Fort Bend

Josie E. Starnum  
County Judge

ATTEST:

Marxie Hilson  
County Clerk

0030

THE STATE OF TEXAS    §

COUNTY OF FORT BEND   §

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
THE CITY OF NEEDVILLE, TEXAS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Needville, hereinafter referred to as "City".

WHEREAS, the City desires the County's assistance in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the County desires to assist the City in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of said City;

WHEREAS, the governing body of said County 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 and City mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.
2. The letter from the Mayor of the City shall set forth the following:
  - a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

- b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.
  - c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.
  - d. That the City agrees to pay for any and all materials used by the County pertaining to the request.
3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.
5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.
6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

- 7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
- 8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.
- 9. 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 30<sup>th</sup> day of DECEMBER, 1986.

City of Needville, Texas

John A. Stern *Publ.*  
Mayor

ATTEST:

Michael Pasteka  
City Secretary

SIGNED this 6 day of January, 1986.

County of Fort Bend

Jodi E. Stavenoha  
County Judge

ATTEST:

Janne Wilson  
County Clerk



THE STATE OF TEXAS    §  
COUNTY OF FORT BEND   §

0030

INTERLOCAL AGREEMENT FOR THE ENFORCEMENT  
OF HEALTH REGULATIONS

THIS AGREEMENT is entered into by and between the COUNTY OF FORT BEND, TEXAS, hereinafter referred to as the "County", and the CITY OF NEEDVILLE, TEXAS, a Municipal Corporation duly organized and existing under the laws of the State of Texas, hereinafter referred to as "Needville".

RECITALS

WHEREAS, Needville, as a general law city in the State of Texas, is empowered under Article 1015, V.T.C.S.,

- "1. Promotion of health - To do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease".
- "5. Food inspection, etc. - To regulate the inspection of beef, pork, flour, meal, salt and other provisions..."

WHEREAS, pursuant to said powers, Needville has enacted certain ordinances wherein there is the establishment of certain rules and regulations concerning the general health of citizens within the City of Needville, and specifically providing for the inspection and regulations of food and retail food and eating establishments with the City of Needville (attached hereto and made a part hereof for all purposes as Exhibits "A" and "B" are true and correct copies of said ordinances);

WHEREAS, Needville does not have the personnel, equipment and/or facilities in which to perform the testing, regulations, and examinations and desires the Fort Bend County Health Department and its authorized agents and representatives to implement and enforce the above mentioned regulations and ordinances;

WHEREAS, this agreement between Needville and the County is entered into pursuant to the terms of Article 4413 (32c) V.T.C.S., hereinafter referred to as the Interlocal Agreement Act, wherein the terms of which Needville and the County agree that the Fort Bend County Health Department shall be designated as the "Regulatory Authority" for the enforcement of health regulations within the city limits of said City of Needville; and,

WHEREAS, the County agrees to provide Fort Bend County Health Department personnel, equipment and facilities to promote and accomplish the purposes of this agreement at no cost to Needville, subject to the terms and provisions hereof providing for reimbursement of the County by Needville of certain expenses.

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

- (1) Needville and the County agree to and do hereby jointly designate the Fort Bend County Health Department as the "Regulatory Authority" to enforce the health regulations of the City of Needville with all the power and authority set forth in any and all ordinances of said City and with the primary responsibility for implementing and enforcing said ordinances, a copy of which is attached hereto for all purposes.
- (2) The County agrees to provide Fort Bend County Health Department personnel, equipment and facilities to promote and accomplish the purpose of this agreement at no cost to Needville. Needville agrees to reimburse the County for any and all laboratory fees reasonably incurred in conjunction with the County's performance under this contract. Any other expenses for which the County seeks reimbursement must first be itemized in writing and presented to Needville City Council for approval. All sums payable by the City to the County hereunder shall be payable within thirty (30) days from the date of presentation of the appropriate documentation to the City.
- (3) This agreement shall be effective on the date of execution by both parties and shall terminate on the 31st day of December, 1986. This agreement must be renewed annually by the parties otherwise the same automatically terminates on such date. Furthermore, this agreement may be terminated at any time upon thirty (30) days written notice by either party.
- (4) It is further agreed and understood that the County and the Fort Bend County Health Department shall have full authority and discretion to implement and enforce said ordinance as they, in their sole discretion deem necessary or advisable. The City agrees to indemnify and hold the County harmless in respect to any and all claims, demands, and suits, including reasonable and necessary attorney's fees and court costs, arising out of any questions as to the validity and/or enforceability of the City ordinances in question, or arising out of the proper and lawful enforcement of said ordinance. The County agrees to indemnify and hold the City harmless with respect to any claims, demands, or suits, including reasonable and necessary attorney's fees and court costs, arising out of any actions or omissions to act by the County or its employees which constitute negligence, or willful or malicious conduct, or any other conduct which exceeds the proper and lawful enforcement of the ordinance in question.
- (5) Before there can be any additions to the duties and responsibilities of the parties other than those set forth in this agreement, the same must be formally approved by all parties.
- (6) Each of the parties to this agreement represents to the other that the execution of this agreement has been duly authorized by their respective governing bodies.

EXECUTED IN MULTIPLE COPIES each of which shall be deemed an original.

SIGNED this 30<sup>th</sup> day of December, 19 86.

CITY OF NEEDVILLE, TEXAS

By: John A. Stern  
Mayor

ATTEST:

Michael Foster  
City Secretary

SIGNED this 6 day of January, 19 86.

FORT BEND COUNTY, TEXAS

By: Jodie E. Stavinoha  
Jodie E. Stavinoha,  
County Judge

ATTEST:

Dianne Wilson  
Dianne Wilson, County Clerk

0030

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDVILLE, TEXAS AMENDING SECTION 14 OF ORDINANCE NO. XXIV-.45 OR THE CODE OF ORDINANCES OF THE CITY OF NEEDVILLE, TEXAS.

WHEREAS, due to said section being inadequate and not accomplishing what was intended, same should be revised;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEEDVILLE, TEXAS, AS FOLLOWS:

Section 1.

That Section 14, Ordinance No. XXIV-.45, inclusive, of the Code of Ordinances of the City of Needville, Texas, shall be and is hereby repealed effective immediately upon the final passage of this Ordinance No. XXXI - A - 81;

Section 2.

That Section 14, Ordinance No. XXIV-.45 of the Code of Ordinances of the City of Needville, Texas, upon final passage of Ordinance No. XXXI-A shall be as follows:

SECTION 14. HEALTH CERTIFICATE FOR FOOD HANDLERS

Sec. 14-a

The definitions; the inspection of food service establishments; the issuance, suspension and revocation of permits to operate food service establishments; the prohibiting of the sale of unsound or mislabeled food or drink; and the enforcement of this ordinance shall be regulated in accordance with the Texas Department of Health, Division of Food and Drugs "Rules on Food Service Sanitation 301.73.11.001-.011", three certified copies of which shall be on file in the office of the city secretary: Provided, that the words "municipality of Needville" in said ordinance shall be understood to refer to the City of Needville, Fort Bend County, Texas, and the words "regulatory authority" shall be understood to refer to the City of Needville, Texas, health officer, or authorized representative or other person or persons designated from time to time as having jurisdiction over the food service establishment.

Sec. 14-b

Violations of the Rules on Food Service Sanitation are subject to the penalties and remedies listed in the Compliance Procedures attached hereto as Attachment A and incorporated herein by reference for all purposes.

- (a) All fruit stands must be enclosed with screen wire or suitable material and with rodent control.
- (b) All unsalable or spoiled merchandies must be disposed of at the end of each day. Spoiled merchandise will be kept in a closed container as it collects during the day. All merchandies that requires refrigeration must be refrigerated.
- (c) - An inspection will be made every thirty (30) days by the sanitation department and results posted on the wall.
- (d) A health card must be secured for all employees and a fruit stand permit must be secured and the premises must be inspected before business begins. The annual fruit stand permit will be twenty-five dollars (\$25.00).

A "fruit stand" is defined as any building, structure, or vehicle used for the purpose of selling or storing of fruits, vegetables or other products of the soil, except for general grocery stores enclosed in a building of permanent construction.

PASSED on first reading on September 9, 1981.

PASSED on second reading on \_\_\_\_\_.

Emergency is hereby found to exist in this regard and this Ordinance shall be passed on an emergency basis upon one (1) reading.

PASSED on this the 9 day of September, 1981.

ATTEST:

CITY OF NEEDVILLE, TEXAS

August Teyki  
AUGUST TEYKI, City Secretary

Rodolph Paweleck  
RODOLPH PAWELECK, Mayor

COMPLIANCE PROCEDURES

DEED

VOL 994 PAGE 758

(a) Permits, Licenses, or Certificates

(1) General. No person shall operate a food service establishment who does not have a valid permit, license, or certificate issued to him by the regulatory authority. Only a person who complies with the requirements of these rules shall be entitled to receive or retain such a permit, license, or certificate. Permits, licenses, or certificates are not transferrable. A valid permit, license, or certificate shall be posted in every food service establishment.

(2) Issuance of Permit, License, or Certificate.

(A) Any person desiring to operate a food service establishment shall make written application for a permit, license, or certificate, on forms provided by the regulatory authority. Such application shall include the name and address of each applicant, the location and type of the proposed food service establishment, and the signature of each applicant.

(B) Prior to approval of an application for a permit, license, or certificate the regulatory authority shall inspect the proposed food service establishment to determine compliance with the requirements of these rules.

(C) The regulatory authority shall issue a permit, license, or certificate to the applicant if its inspection reveals that the proposed food service establishment complies with the requirements of these rules.

(3) Suspension of Permit, License, or Certificate.

(A) The regulatory authority may, without warning, notice, or hearing suspend any permit, license, or certificate to operate a food service establishment if the holder of the permit, license, or certificate does not comply with the requirements of these rules, or if the operation of the establishment does not comply with the requirements of these rules, or if the operation of the food service establishment otherwise constitutes a substantial hazard to public health. Suspension is effective upon service of the notice required by Paragraph (3)(B) of Subsection (a) of this rule. When a permit, license, or certificate is suspended, food service operations shall immediately cease. Whenever a permit, license, or certificate is suspended, the holder of the permit, license, or certificate shall be afforded an opportunity for a hearing within days of receipt of a request for a hearing.

AS PER ORIGINAL

(B) Whenever a permit, license, or certificate is suspended, the holder of the permit, license, or certificate, or the person in charge shall be notified in writing that the permit, license, or certificate is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the regulatory authority by the holder of the permit, license, or certificate within ten days. If no written request for hearing is filed within ten days, the suspension is sustained. The regulatory authority may end the suspension at any time if reasons for suspension no longer exist.

(4) Revocation of Permit, License, or Certificate. The regulatory authority may, after providing opportunity for a hearing, revoke a permit, license, or certificate for serious or repeated violations of any of the requirements of these rules or for interference with the regulatory authority in the performance of its duties. Prior to revocation, the regulatory authority shall notify the holder of the permit, license, or certificate, or the person in charge, in writing of the reason for which the permit, license, or certificate is subject to revocation and that the permit, license, or certificate shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the regulatory authority by the holder of the permit, license, or certificate within such ten day period. If no request for hearing is filed within the ten day period, the revocation of the permit, license, or certificate becomes final.

(5) Service of Notices. A notice provided for in these rules is properly served when it is delivered to the holder of the permit, license, or certificate, or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit, license, or certificate. A copy of the notice shall be filed in the records of the regulatory authority.

(6) Hearings. The hearings provided for in these rules shall be conducted by the regulatory authority at a time and place designated by it. Based upon the recorded evidence of such hearing, the regulatory authority shall make a final finding, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit, license, or certificate by the regulatory authority.

(7) Application after Revocation. Whenever a revocation of a permit, license, or certificate has become final, the holder of the revoked permit, license, or certificate may make written application for a new permit, license, or certificate.

AS PER ORIGINAL

- (1) Inspection Frequency. An inspection of a food service establishment shall be performed at least once every six months. Additional inspections of the food service establishment shall be performed as often as are necessary for the enforcement of these rules.
- (2) Access. Agents of the regulatory authority, after proper identification, shall be permitted to enter any food service establishment at any reasonable time, for the purpose of making inspections to determine compliance with these rules. The agents shall be permitted to examine the records of the establishments to obtain information pertaining to food and supplies purchased, received, or used, or to persons employed.
- (3) Report of Inspections. Whenever an inspection of a food service establishment or commissary is made, the findings shall be recorded on the inspection report form set out in Paragraph (5) of Subsection (b) of this rule. The inspection report form shall summarize the requirements of these rules and shall set forth a weighted point value for each requirement. Inspectional remarks shall be written to reference, by section number, the section violated and shall state the correction to be made. The rating score of the establishment shall be the total of the weighted point values for all violations, subtracted from 100. A copy of the inspection report form shall be furnished to the person in charge of the establishment at the conclusion of the inspection. The completed inspection report form is a public document that shall be made available for public disclosure to any person who requests it according to law.
- (4) Correction of Violations.
- (A) The inspection report form shall specify a reasonable period of time for the correction of the violations found, and correction of the violations shall be accomplished within the period specified, in accordance with the following provisions:
- (i) If an imminent health hazard exists, such as complete lack of refrigeration or sewage backup into the establishment, the establishment shall immediately cease food service operations. Operations shall not be resumed until authorized by the regulatory authority.
- (ii) All violations of 4- or 5-point weighted items shall be corrected as soon as possible, but in any event, within 10 days following inspection. Within 15 days after inspection, the holder of the permit, license, or certificate shall submit a written report to the regulatory authority stating that the 4- or 5-point violations have been corrected. A follow-up inspection shall be conducted to confirm correction.



AS PER ORIGINAL

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(iii) ... or 2-point weight items shall be corrected as soon as possible, but in any event, by the time of next routine inspection.

(iv) When rating score of the establishment is less than 60, the establishment shall initiate corrective action on all identified violations within 48 hours. One more reinspections will be conducted at reasonable intervals to assure correction.

(v) In the case of temporary food service establishment, all violations shall be corrected within 24 hours. If violations are not corrected within 24 hours, the establishment shall immediately cease food service operations until authorized to resume by the regulatory authority.

(B) The inspection report shall state that failure to comply with any time limits for corrections may result in cessation of food service operations. An opportunity for appeal from inspection findings and time limitations will be provided. If a written request for a hearing is filed with the regulatory authority within ten days following cessation of operations, a hearing shall be held within 20 days of receipt of that request.

(C) Whenever a food service establishment is required under provisions of this rule to cease operations, it shall not resume operations until such time as a reinspection determines that conditions responsible for the requirement to cease operations no longer exist. Opportunity for reinspection shall be offered within a reasonable time.

(5) Inspection Report Form.

An inspection report form based on the requirements of these rules is appended.

(c) Examination and Condemnation of Food

(1) General. Food may be examined or sampled by the regulatory authority as often as necessary for enforcement of these rules. The regulatory authority may, upon written notice to the owner or person in charge specifying with particularity the reasons therefor, place a hold order on any food which it believes is in violation of Subsection (a) of rule .003, or any other provision of these rules. The regulatory authority shall tag, label, or otherwise identify any food subject to the hold order. No food subject to a hold order shall be used, served, or moved from the establishment. The regulatory authority shall permit storage of the food under conditions specified in the hold order, unless storage is not possible without risk to the public health, in which case immediate destruction shall be ordered and accomplished. The hold order

days and that if no hearing is requested the food shall be destroyed. A hearing shall be held if requested, and on the basis of evidence produced at that hearing, the hold order may be vacated, or the owner or person in charge of the food may be directed by written order to denature or destroy such food or to bring it into compliance with the provisions of these rules.

(d) Review of Plans

- AS PER ORIGINAL
- (1) Submission of Plans. Whenever a food service establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a food service establishment, properly prepared plans and specifications for such construction, remodeling, or conversion shall be submitted to the regulatory authority for review and approval before construction, remodeling or conversion is begun. The plans and specifications shall indicate the proposed layout, arrangement, mechanical plans, and construction materials of work areas, and the type and model of proposed fixed equipment and facilities. The regulatory authority shall approve the plans and specifications if they meet the requirements of these rules. No food service establishment shall be constructed, extensively remodeled, or converted except in accordance with plans and specifications approved by the regulatory authority.
  - (2) Pre-operational Inspection. Whenever plans and specifications are required by Paragraph (1) of Subsection (d) of this rule to be submitted to the regulatory authority, the regulatory authority shall inspect the food service establishment prior to its beginning operation to determine compliance with the approved plans and specifications and with the requirements of these rules.

(e) Procedure When Infection is Suspected. When the regulatory authority has reasonable cause to suspect the possibility of disease transmission from any food service establishment employee, it may secure morbidity history of the suspected employee or make any other investigation as may be indicated and shall take appropriate action. The regulatory authority may require any or all of the following measures:

- (1) The immediate exclusion of the employee from all food service establishments;
- (2) The immediate closing of the food service establishment concerned until, in the opinion of the regulatory authority, no further danger of disease outbreak exists;
- (3) Restriction of the employee's services to some area of the establishment where there would be no danger of transmitting disease;
- (4) Adequate medical and laboratory examination of the employee, of other employees and of his and their body discharges.

AS PER ORIGINAL

- 00187
- (1) Penalties. Any person who violates a prohibition of and any person who is a permit holder of or otherwise operates a food service establishment that does not comply with the requirements of these rules and any responsible officer of that permit holder or those persons shall be fined not more than two hundred dollars.
  - (2) Injunctions. The regulatory authority may seek to enjoin violations of these rules.
  - (3) Repeal and Date of Effect. These rules shall be in full force and effect immediately upon the passage of this Ordinance and publication as provided by law; and, at that time, all ordinances and parts of ordinances in conflict with these rules are hereby repealed.
  - (4) Unconstitutionality Clause. Should any section, paragraph, sentence, clause, or phrase of these rules be declared unconstitutional or invalid for any reason, the remainder of said rules shall be affected thereby.

AS PER ORIGINAL

Est. I.D. [1-10]	County	Dist.	Est.No.	Consus Tract 11-13	Sanit.Code 14-16	17-22	Yr.	Mo.	Day	Travel Time 23-25	Inspection Time 26-28
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Owner Name: \_\_\_\_\_ Establishment Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Zip \_\_\_\_\_

PURPOSE	
Regular	28-1
Follow-up	2
Complaint	3
Investigation	4
Other	5

# Food Service Establishment Inspection Report

Based on an inspection this day, the items circled below identify the violations in operations or facilities which must be corrected by the next routine inspection or such shorter period of time as may be specified in writing by the regulatory authority. Failure to comply with any time limits for corrections specified in this notice may result in cessation of your Food Service operations.

ITEM NO. WT. COL.

### FOOD

*01	Source; sound condition, no spoilage	5	30
02	Original container; properly labeled	1	31

### FOOD PROTECTION

*03	Potentially hazardous food meets temperature requirements during storage, preparation, display, service transportation	5	32
*04	Facilities to maintain product temperature	4	33
05	Thermometers provided and conspicuous	1	34
06	Potentially hazardous food properly thawed	2	35
*07	Unwrapped and potentially hazardous food not re-served	4	36
08	Food protection during storage, preparation, display, service, transportation	2	37
09	Handling of food (ice) minimized	2	38
10	In use, food (ice) dispensing utensils properly stored	1	39

### PERSONNEL

*11	Personnel with infections restricted	5	40
*12	Hands washed and clean; good hygienic practices	5	41
13	Clean clothes, hair restraints	1	42

### FOOD EQUIPMENT & UTENSILS

14	Food (ice) contact surfaces: designed, constructed, maintained, installed, located	2	43
15	Non-food contact surfaces: designed, constructed, maintained, installed, located	1	44
16	Dishwashing facilities: designed, constructed, maintained, installed, located, operated	2	45
17	Accurate thermometers; chemical test kits provided; gauge cock (1/4" IPS valve)	1	46
18	Pre-flushed, scraped, soaked	1	47
19	Wash, rinse water: clean, proper temperature	2	48
*20	Sanitization rinse: clean, temperature, concentration, exposure time; equipment, utensils sanitized	4	49
21	Wiping cloths: clean, use restricted	1	50
22	Food-contact surfaces of equipment and utensils clean, free of abrasives, detergents	2	51
23	Non-food contact surfaces of equipment and utensils clean	1	52
24	Storage, handling of clean equipment/utensils	1	53
25	Single-service articles, storage, dispensing	1	54
26	No re-use of single service articles	2	55

### WATER

*27	Water source, safe: hot & cold under pressure	5	56
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ITEM NO. WT. COL.

### SEWAGE

*28	Sewage and waste water disposal	4	57
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### PLUMBING

29	Installed, maintained	1	58
*30	Cross-connection, back siphonage, backflow	5	59

### TOILET & HANDWASHING FACILITIES

*31	Number, convenient, accessible, designed, installed	4	60
32	Toilet rooms enclosed; self-closing doors, fixtures, good repair, clean; hand cleanser, sanitary towels/tissues/hand-drying devices provided; proper waste receptacles	2	61

### GARAGE & REFUSE DISPOSAL

33	Containers or receptacles, covered; adequate number; insect/rodent proof, frequency, clean	2	62
34	Outside storage area enclosures properly constructed, clean; controlled incineration	1	63

### INSECT, RODENT, ANIMAL CONTROL

*35	Presence of insects/rodents — outer openings protected, no birds, turtles, other animals	4	64
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### FLOORS, WALLS & CEILINGS

36	Floors, constructed, drained, clean, good repair, covering installation, dustless cleaning methods	1	65
37	Walls, ceiling, attached equipment: constructed, good repair, clean, surfaces, dustless cleaning methods	1	66

### LIGHTING

38	Lighting provided as required, fixtures shielded	1	67
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### VENTILATION

39	Rooms and equipment — vented as required	1	68
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### DRESSING ROOMS

40	Rooms clean, lockers provided, facilities clean, located	1	69
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### OTHER OPERATIONS

*41	Toxic items properly stored, labeled, used	5	70
42	Premises maintained free of litter, unnecessary articles, cleaning maintenance equipment properly stored. Authorized personnel	1	71
43	Complete separation from living/sleeping quarters: Laundry.	1	72
44	Clean, soiled linen properly stored	1	73

### FOLLOW-UP

Yes	74-1
No	2

### RATING SCORE 75-77

100 less weight of items violated	<table border="1"> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>			

### ACTION

Change 78 C  
Delete ... D

\*Critical Items Requiring Immediate Attention

Remarks on back (80-1)

FORM NO. E-2

Received by: name \_\_\_\_\_  
title \_\_\_\_\_  
Inspected by: name \_\_\_\_\_  
title \_\_\_\_\_

FILED FOR RECORD

NO. \_\_\_\_\_ TIME \_\_\_\_\_ A.M. P.M.

SEP 15 1981

*Pearl Elliott*  
COUNTY CLERK, FORT BEND COUNTY, TEX.

STATE OF TEXAS

COUNTY OF FORT BEND

I, hereby certify that this instrument was filed on this date and time stamp 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

SEP 16 1981



*Pearl Elliott*  
County Clerk, Fort Bend Co., Tex.

THE STATE OF TEXAS        §  
 COUNTY OF FORT BEND    §

0030

INTERLOCAL AGREEMENT  
 FOR ENFORCEMENT OF ANIMAL CONTROL

THIS AGREEMENT is entered into by and between the COUNTY OF FORT BEND, TEXAS, hereinafter referred to as "County", and the CITY OF NEEDVILLE, TEXAS, a Municipal Corporation duly organized and existing under the laws of the State of Texas, hereinafter referred to as "Needville".

RECITALS

WHEREAS, the City of Needville, as a general law city in the State of Texas, is empowered under Article 1015, of the Revised Civil Statutes of the State of Texas, as follows:

Section 1 - Promotion of Health - to do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease.

Section 11 - Nuisances - to abate and remove nuisances and to punish the authors thereof by fine, and to define and declare what shall be nuisances and authorize and direct the summary abatement thereof; and to abate all nuisances which may injure or affect the public health or comfort in any manner they may deem expedient.

Section 15 - Dogs - to tax, regulate or restrain and prohibit the running at large of dogs and authorize their destruction when at large contrary to Ordinances, and to impose penalties for violations of such ordinances.

WHEREAS, the City of Needville has passed an Ordinance No. I-83 on or about July 13, 1983, a copy of which is attached hereto as Exhibit "A" and is incorporated herein for all purposes, hereinafter referred to as "Ordinance", which is designed generally to regulate the keeping of dogs and cats within the City Limits and to provide for the capturing and impounding and further handling of such animals.

WHEREAS, the City of Needville does not have the personnel, equipment and/or facilities with which to adequately

enforce the Ordinance, and desires that Fort Bend County assist in the enforcement of the Ordinance through its Animal Control Department, its employees, authorized agents and representatives to generally assist in animal control within the said City.

WHEREAS, this Agreement between the City of Needville and the County is entered into pursuant to the terms of Article 4413(32c) of the Revised Civil Statutes of Texas, hereinafter referred to as the Interlocal Agreement Act, within the terms of which the City of Needville and the County agree that the Fort Bend County Animal Control Department shall be designated as the "Regulatory Authority" for the enforcement of the animal control regulations within the City Limits of the said City of Needville; and

WHEREAS, the County agrees to provide the Fort Bend County Animal Control Department with personnel, equipment and/or facilities to promote and accomplish the purpose of this Agreement at the cost hereinafter established, subject to the terms and provisions hereof providing for reimbursement of the County by the City of Needville for certain additional expenses.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

(1) The parties hereby agree that the County's Animal Control Office and such other agencies of the County as may be designated by the County from time to time, shall have full enforcement authority under the terms of the Ordinance together with general animal control authority which it otherwise has.

(2) Fort Bend County has a General Policy & Procedure for Animal Control Service of the Fort Bend County Animal Control Department. Attached and made a part hereof for all purposes is a copy of such general policy and procedures. This

Agreement is made subject to and conditioned upon the terms and regulations contained within said policy and procedures, and provided further, this Agreement is made subject to, and will automatically change, if such general policy and procedure is amended or changed by Commissioners' Court, upon written notice to the City of Needville.

(3) The County is to be paid a fee by Needville for the services provided hereunder at a rate of Four and No/100 Dollars (\$4.00) per call during normal duty hours and Six and No/100 Dollars (\$6.00) per call for after hour or holiday emergency calls. Needville further agrees to pay the County Five and No/100 Dollars (\$5.00) per animal per day for board up to a maximum of three (3) days for untagged animals, three (3) days for tagged animals, and ten (10) days for rabies quarantine. There will be no board fees for unweaned puppies or kittens held with the parent animal. Needville agrees to release to the County any unclaimed animals at the end of the stipulated time for final disposition. Citizens of Needville will be charged fees upon claiming their animals for impoundment and rabies vaccinations fees, as provided in the Policy and Procedure Regulations of Fort Bend County Animal Control Department, by money order to the County, and board and license fees payable to the City. Any excess board on animals already released by the City to the County will be paid to the County.

(4) In cases where County personnel must appear in Municipal Court and/or any other Court of jurisdiction, concerning the enforcement of any matter contained within this Interlocal Agreement, Needville will pay the County Five and No/100 Dollars (\$5.00) per hour for any hour or part of an hour that the officer is in Court.

(5) Needville agrees to provide police assistance when necessary to the County animal control personnel while the

personnel are within the corporate limits of Needville.

(6) It is agreed and understood that the County and Fort Bend County Animal Control office shall have full authority and discretion to implement and enforce the Ordinance as they, in their sole discretion, deem necessary or advisable. Needville agrees to indemnify and hold the County harmless with respect to any and all claims, demands, and suits, including reasonable and necessary attorney's fees and court costs, arising out of the questions as to the validity and/or enforceability of the Ordinance, or arising out of the proper and lawful enforcement of such Ordinance. The County agrees to indemnify and hold Needville harmless with respect to any and all claims, demands or suits, including reasonable and necessary attorney's fees and court costs, arising out of the actions by the County and its employees, agents or representatives, which exceed the proper and lawful enforcement of the Ordinance in question, and which the County or its employees, agents or representatives have been found totally negligent or willful or malicious in their actions, pursuant to this Agreement.

(7) Before there can be any additions to the duties and responsibilities of the parties other than those set forth in this agreement, the same must be approved in writing by the parties, dated subsequent to the date hereof.

(8) This agreement is on a year to year basis and automatically terminates on the 31st day of December, 1986, and the same must be renewed annually, in writing, by the agreement of all parties.

(9) This agreement may be automatically terminated upon thirty (30) days written notice by either party.

(10) Each of the parties to this agreement represents and warrants to the other that the execution of this agreement has



been duly authorized by their respective governing bodies.

EXECUTED this the 6 day of January, 19 86.

COUNTY OF FORT BEND, TEXAS

By: Jodie E. Stavinoha  
Jodie E. Stavinoha  
County Judge

ATTEST:

Hanne Hilson  
County Clerk

EXECUTED this the 30<sup>th</sup> day of December, 19 86.

CITY OF NEEDVILLE, TEXAS

By: John A. Starnum  
Mayor

ATTEST:

Mitchel Posteka  
City Secretary

GENERAL POLICY & PROCEDURE FOR CONTRACT SERVICE  
by FT. BEND COUNTY ANIMAL CONTROL

Revised: June 12, 1984

HOURS OF OPERATION

The Animal Control office & Kennel hours are 8:00 a.m. to 4:30 p.m. Monday thru Friday; Saturday 8:00 to 12:00 noon. The office will be closed on Sundays and Holidays. Individuals wishing to reclaim impounded animals must do so during regular office hours. Payments must be made by money order or cashier's check only.

FEES

The following is a schedule of fees charged for impoundment, board, rabies vaccination, and licensing:

Impoundment.....	\$15.00
Board (per day).....	5.00
Rabies vaccination.....	7.50*
License.....	5.00**

\* Owners with current rabies vaccination certificates will not be charged for vaccination.

\*\* Individuals residing within the corporate City limits of Richmond will be required to purchase Richmond City license, all others will require Ft. Bend County license.

CALL PRIORITIES

Animal Control calls will be handled according to the following call priorities:

- Bite cases & rabies suspect animals\*
- Immobilized injured animals\*
- Arrest impounds\*
- Confined or trapped animals
- Trap deliveries
- Patrol requests
- General Patrols

\* After regular office hours, only these calls will be made.

CITATIONS

If an animal is impounded a second time, is found loose after verbal or written warning has been issued, or is involved in a bite incident while at large, the owner will be issued a citation. Upon receiving a citation, owner will have ten days to appear before the Municipal Court Judge for the City of Richmond. Fines for violation will be set by and paid to the City of Richmond, Municipal Court and Municipal Court Judge.

LOOSE OR STRAY ANIMALS (patrol request)

Loose or stray animal calls will be made during office hours only. Stray animals should be reported as early as possible so that officers may be able to evaluate and/or handle the situation promptly.

Patrol requests from mobile home parks, apartments or public buildings must come from owner or his/her authorized agent.

If an animal trap is required, a signed release from a responsible party will be required. Traps are to be signed out for periods of five (5) days at a time.

Patrol requests reported to Animal Control after 2:00 p.m. will be handled the following business day.

#### CONFINED ANIMALS

Reported confined or contained animals, owner turned in or captured stray animal will be picked up as soon as possible. Owners wishing to turn in their personal pet must sign a waiver of ownership.

Individuals requesting impoundment of contained animals must either be present at the time the officer arrives or leave a signed notice authorizing Animal Control officers to remove the animal from private property.

#### BITE CASE INVESTIGATIONS

Fort Bend County Animal Control will investigate any animal bite in which the skin of the victim has been broken. Animal Control must have information about both the victim and the animal for a bite report. If the animal is owned, Animal Control Officers will require an address or individual to show them where the biting animal lives. If it is an unowned animal, someone should watch or follow the animal until Animal Control arrives so that it may be located.

Vaccinated biting animals may be kept by the owners and taken to a veterinarian on the first and tenth day of observation, only if the owner has a secure fence or kennel in which to confine the animal.

Unvaccinated animals or vaccinated animals that cannot be safely kept on home quarantine will be placed, at owners expense at a private veterinarian's office or a Ft. Bend County Animal Control facility for ten days of observation.

Unowned biting animals will either be held at Ft. Bend County Animal Control facility for observation, or humanely euthanized and specimen delivered to the Texas Department of Health Rabies Laboratory, 1115 North Mac Gregor Drive in Houston.

If a biting animal must be killed prior to the arrival of Animal Control, it must not be shot in the head. Animals killed in this manner cannot be tested by the Laboratory.

#### RABIES SUSPECT ANIMALS

Any animal suspected of having rabies, should be reported to Animal Control immediately. The animal should be kept in view but not touched or approached until Animal Control Officers arrive. If the animal must be killed it must be done in such a way as to avoid damage to the head. Animals shot or clubbed in the head cannot be effectively tested for rabies. All other domestic pets and people should be kept completely away from rabies suspect animals.

Certain wildlife, bats, skunks, and foxes are primary carriers of rabies in this area and if seen acting strangely or during daylight hours, they should be placed in a plastic bag, using a shovel, hoe, or heavy plastic gloves, and placed on ice until the arrival of Animal Control personnel.

GENERAL POLICY & PROCEDURE FOR CONTRACT SERVICE CONT.

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Some symptoms of rabies are, a sudden change in normal habits or temperant, refusal of food or water, excessive thick salivation,\* change in vocal sounds, or a inability to walk or rise normally.

Members of the rodent family to include rats, mice, squirrels, hamsters, guinea pigs, gerbils, and rabbits do not carry rabies and will not be handled except under special or extreme circumstances.

EMERGENCY SITUATIONS

There will be an Animal Control Officer on call at all times to handle emergency situations. There are three situations that will be considered emergency calls. They are: Bite cases or live rabies suspect animals, immobilized injured animal or when State, County, or City of Richmond Peace Officer's make arrest and arrested person has an animal in his possession.

Animals impounded on as arrest may be picked up by owner or responsible person during regular office hours.

PROPERTY DAMAGE

A person who owns an animal that injures or kills another animal or that causes property damage to another's property is liable for the action of his animal. Animal Control Officers may file charges against animal owner for any and all violations of animal ordinances, however; individual suffering property loss or damage will be referred to either their Police Department for Property Loss Report or their precinct J.P. for civil suit.

DISPOSITION OF ANIMALS

The Animal Control Office will keep a record of every animal handled by the department. Healthy animals are held three (3) days. After this time they may be either adopted or sent to Texas A&M University. Charges for animal adoption will be set by Ft. Bend County Judge and Commissioners Court. Adoption agreement will be signed by adopter and kept on file at Ft. Bend County Animal Control.

SITUATIONS NOT COVERED BY FT. BEND COUNTY ANIMAL CONTROL

1. Animal Control Department does not pick up road killed or dead personal pets or livestock.
2. Animal Control does not have the equipment or manpower to handle livestock, birds, bees, wildlife, or exotic pets, except in extreme emergency. This office will have referral numbers for these functions.

\* Note: certain breeds of dogs, usually those with heavy jowels, (St. Bernards, Labs, Boxers, Setters, etc.) salivate and drool excessevely when they are excited or over heated. The salivation of a rabid animal is of thick mucous-type consistency and the animal will be unable to control its ability to swallow.

3. Ft. Bend County Animal Control Officers do not make calls in municipalities that have an Animal Control Officers on staff unless requested to do so by that department. This includes the Cities of Houston (Ft. Bend Annexation), Stafford, Missouri City, Rosenberg, Katy, or Sugarland.
4. The Animal Control Department has no jurisdiction in barking dog cases. The complainant should contact the precinct J.P. about filing charges. Animal Control will upon request, provide a warning letter on nuisance barking to J.P.'s office for mailing to animal owners.
5. For problems involving wolves, coyotes, or other predators, the County trapper should be contacted at 233-8821 or through the County Judge's office.
6. Since rodents and lagomorphs do not carry rabies, Animal Control will not pick up these animals for individuals for testing. If private individuals or veterinarians feel test is warranted they must be brought to Animal Control.

ORDINANCE NO. I-23

AN ORDINANCE FOR THE CITY OF NEEDVILLE, TEXAS, REGULATING THE KEEPING OF DOGS AND CATS WITHIN THE CITY LIMITS; PROVIDING FOR VACCINATION, LICENSING AND REGISTRATION OF THE SAME; PROVIDING FOR THE CAPTURING AND IMPOUNDING AND/OR RETURN AND/OR DESTRUCTION OF THE SAME; PROVIDING FOR RABIES CONTROL WITHIN THE CITY; PROVIDING FOR CERTAIN EXEMPTIONS; PROVIDING FOR INVESTIGATIONS, REPORTS OF BITES, AND RECORDS; PROVIDING FOR PENALTIES FOR THE VIOLATION OF SAID ORDINANCE BY FINE OF NOT MORE THAN \$200.00; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ALL INCONSISTENT ORDINANCES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of a General Law City such as the City of Needville is empowered by Section 1, Article 1015, Vernon's Annotated Civil Statutes to do all acts, and make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease; and

WHEREAS, the City Council of the City of Needville is further empowered by Section 15 of that Statute to tax, regulate or restrain and prohibit the running at large of dogs and authorize their destruction when at large contrary to ordinances, and to impose penalties for violation of such ordinances; and

WHEREAS, the City Council is further empowered by Section 39 of said statute to authorize the proper officer of the city to grant and issue licenses, and to direct the manner of issuing and registering thereof, and the fees to be paid therefor; and

WHEREAS, the City Council is further empowered by Section 11 of said statute to abate and remove nuisances and to punish the authors thereof by fine, and to define and declare what shall be nuisances and authorize and direct the summary abatement thereof; and to abate all nuisances which may injure or affect the public health or comfort in any manner they may deem expedient; and

WHEREAS, the City Council of the City of Needville has determined that the regulation of dogs and cats within the City of Needville, Texas, will promote the general health of the community and will aid in the suppression of disease and further that the running at large in an unregulated fashion of dogs and cats constitutes a nuisance which may injure or affect the public health;

NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEEDVILLE, TEXAS:

In order to preserve and protect the general well being and health of the citizens of Needville, Texas, and to control and prevent nuisance animals, disease and injury, the following ordinance shall be and is hereby adopted:

(\$200.00). It is expressly provided that each and every day a violation is allowed to exist constitutes a separate offense.

Section 13 - Severability

If any section, subsection, sentence, clause, phrase or word of this ordinance shall for any reason be held void, unconstitutional or invalid, then such shall be deemed severable, and the invalidity thereof shall not affect the validity of the remaining parts of this ordinance.

Section 14 - Repeal

Any and all ordinances, resolutions or informal policies of the City of Needville which are inconsistent or in conflict with this ordinance, either in whole or in part, including in its entirety but not by way of limitation, Ordinance No. I-77 of the City of Needville passed and approved on September 14, 1977, shall be and are hereby repealed to the extent of such conflict or inconsistency, it being provided that Ordinance I-77 is repealed in its entirety.

Section 15 - Effective Date

This ordinance shall be effective from and after the date of its passage and approval and the publication of its caption as required by law.

PASSED and APPROVED this the 13th day of July, 1983.

Donald Ferguson  
DONALD FERGUSON, Mayor  
City of Needville

ATTEST:

August Teykl  
AUGUST TEYKL, City Secretary

carcass shall be disposed of only as directed by the Humane Officer or any Police Officer of the city.

#### Section 7 - Exemptions

[A] Hospitals, clinics or other premises operated by licensed veterinarians for the care and treatment of animals are exempt from the provisions of this ordinance, except to the extent of duties and obligations expressly imposed under the terms of this ordinance.

[B] The licensing requirements of this ordinance shall not apply to any dog or cat belonging to a non-resident of the city so long as such animal does not remain within the city for longer than thirty (30) days and so long as such animal is kept within a building, enclosure or vehicle, or under restraint by the owner at all times while within the city.

#### Section 8 - Enforcement

The Humane Officer or any Police Officer of the city who has probable cause to believe that a violation of this ordinance has occurred, shall have the right to enter upon any premises upon which a dog or cat involved in such violation is kept or harbored and demand the exhibition by the owner of such animal or the license for such animal. Nothing contained in this ordinance shall, however, be construed as to authorize such officer to enter dwellings or buildings attached thereto without the consent of the owner or the person in control of said building in the absence of a valid search warrant issued in accordance with the laws of the State of Texas.

#### Section 9 - Report of Bite Cases

It shall be the duty of every citizen to report to the Humane Officer or a Police Officer of the city the names and addresses of any persons known to have been bitten by a dog or cat, together with such other information as will be helpful in the control of rabies.

#### Section 10 - Interference

It shall be unlawful for any person to interfere with or oppose or resist within the limits of the city the Humane Officer or any Police Officer of the city while said officers are engaged in the performance of the duties pertaining to the enforcement of this ordinance. It shall be unlawful for any person to take from any dog or cat a collar or vaccination tag or license tag.

#### Section 11 - Records

It shall be the duty of the City Secretary to keep, or cause to be kept, accurate and detailed records of the licensing, impoundment and disposition of all dogs, cats, and other animals coming into the custody of the city and detailed records of all bite cases reported to the city and the city's investigation of the same. It shall also be the duty of the City Secretary to keep, or cause to be kept, accurate and detailed records of all monies received under the provisions of this ordinance.

#### Section 12 - Penalty

Any person violating the terms of this ordinance shall be guilty of a misdemeanor and upon conviction shall be fined in a sum not to exceed Two Hundred and No/100 Dollars



CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON APRIL 19, 19 87.

STARTING WITH  
FILM CODE NO. VOL.0030 PG.0001

ENDING WITH  
FILM CODE NO. VOL.0030 PG.0200

DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

BY Betty Fulgham  
**BETTY FULGHAM** DEPUTY



FILM TITLE PAGE FOR  
COMMISSIONERS COURT MINUTES  
FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN  
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 26  
DAY OF FEBRUARY, 1986.  
STARTING WITH VOLUME NUMER 30 PAGE NUMBER 201.

DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

BY Alice Arivette  
DEPUTY

as provided above, including the boarding, feeding, medical treatment and cleaning of the animal in question have been paid must be presented to the City Secretary and/or to the veterinarian rendering services under this ordinance.

Section 6 - Rabies Control -

[A] Each and every dog and/or cat found within the city limits with respect to which there is probable cause to believe that such animal either has rabies or has been bitten or is suspected to have been bitten by a animal suspected to have rabies or which bites a person shall be promptly reported to the Humane Officer or any Police Officer of the city and shall thereupon be securely quarantined under the supervision of the Humane Officer or a Police Officer of the city for a period of ten (10) days and shall not be released from such quarantine except by written permission of the Humane Officer or a Police Officer of the city upon approval by the supervising veterinarian. The quarantine shall be at the owner's expense in a veterinary clinic or hospital within the city.

[B] The owner of any dog or cat subject to quarantine as provided in Paragraph [A] above shall, upon demand by the Humane Officer or any Police Officer of the city, forthwith surrender the animal in question for supervised quarantine at the owner's expense as provided above. The animal in question may be reclaimed by the owner only upon completion of the quarantine period provided for above and upon the payment of all costs and fees in connection with such quarantine including those fees set forth in Section 5 of this ordinance and upon compliance of all licensing and vaccination requirements set forth in this ordinance. Compliance with this paragraph shall not prohibit the prosecution of the owner for violation of other provisions of this ordinance.

[C] When a dog or cat under quarantine has been diagnosed as being rabid, or is suspected by a licensed veterinarian as being rabid, and dies while under quarantine, the Humane Officer or any Police Officer of the city shall immediately send the head of such animal to the State Department of Health Resources for pathological examination, notifying the proper public health officer of all human contacts with the animal and the diagnosis of the animal. In the event such action results in a positive diagnosis of rabies, the Humane Officer or any Police Officer of the city may recommend to the City Council the declaration of a city-wide quarantine for a period of thirty (30) days. In the event of such quarantine, the declaration of which shall be publicized in a paper of general circulation within the City of Needville, no dog or cat shall be taken into or allowed within the streets, public right-of-ways, or other public places within the city during the period of quarantine. Any period of quarantine so declared may be extended upon the occurrence of any additional cases of rabies or suspected rabies during the period of quarantine.

[D] No person shall kill or cause to be killed any dog or cat believed to be rabid or suspected of having been exposed to rabies or biting any human except as herein provided, nor remove the same from the city limits, without the written permission of the Humane Officer or any Police Officer of the city. The carcass of any dead dog or cat exposed to rabies shall upon demand be surrendered to the Humane Officer or any Police Officer of the city, and such

shall also mail a notice by certified mail, return receipt requested letter to the owner of the licensed animal in question as designated in the records of the office of the City Secretary, informing such owner of the animal's license number, description, place and date of capture, place of the animal's impoundment, and giving the owner three (3) days from the date of the notice to claim and regain custody of the animal, such notice to be effective upon actual receipt by the owner. If the licensed animal is not claimed by the owner within three (3) days from the date of receipt of actual notice or within two (2) weeks from the date of mailing such notice, whichever occurs sooner, then the licensed animal may be disposed of by the Humane Officer, or any Police Officer of the city in a humane manner.

[C] Unclaimed Animals

Any animal, licensed or unlicensed, which is unclaimed at the expiration of the period described above, shall thereupon become the property of the City of Needville, Texas, and may be disposed of at the discretion of the Humane Officer or any Police Officer of the city in any humane manner that he deems proper, including, but not by way of limitation, the offering of such animal for adoption by any person willing to pay all costs incurred in connection therewith. Any animal offered for adoption must be spayed or neutered at the time of adoption if the animal is of sufficient age and maturity for such operation in the opinion of a licensed veterinarian, or, in the event the animal is not of sufficient age and maturity at the time of adoption, then the person adopting the animal must agree in writing to provide the Humane Officer or any member of the Police Department of the city with satisfactory evidence of such operation within the time specified by the veterinarian in question.

[D] Fees

The owner or any other person to whom an impounded animal is released shall be entitled to receive possession of the animal only upon payment to the City Secretary of a Fifteen and No/100 Dollars (\$15.00) impoundment fee plus Five and No/100 Dollars (\$5.00) per day or any fractional part thereof during which the animal may have been impounded, said sum to be deposited in the treasury of the city for the use and benefit of the city as the City Council may determine from time to time. Payment of any such fee shall not preclude the city from prosecuting the person in question for violations of this ordinance. In any event, no animal may be released to the owner or any other person unless it has been properly vaccinated and licensed in accordance with the terms of this ordinance. If the animal in question is in need of humane medical care or emergency veterinarian care, the Humane Officer or any other Police Officer of the city shall deliver the animal to a licensed veterinarian for appropriate care, the cost of which shall also be paid by the owner or other person receiving possession of the animal following its impoundment. Before any animal impounded under the terms of this ordinance may be released to any person, a receipt showing that all reasonable charges incurred

#### Section 4 - Tag and Collar

Upon payment of the license fee, the City Secretary or his deputy shall issue to the owner a license certificate and a metallic tag for each animal so licensed. The tag shall have a stamp thereon showing the year for which it was issued and a number corresponding with the number on the certificate issued the animal's owner. Every owner shall be required to provide each dog and cat with a collar to which the license tag and vaccination tag must be affixed and shall see that the collar and tag are constantly worn by the animal in question. In case a license tag is lost or destroyed, a duplicate will be issued by the City Secretary or his deputy upon presentation of a receipt showing the payment of the license fee for the current year and the payment of a \$1.00 fee for such duplicate. License tags shall not be transferable from one animal to the other and no refund shall be made on any license fee because of the death of the animal in question or the owner's leaving the City before the expiration of the license. In the event of a change in the ownership of the animal in question, the new owner must have the license transferred to his name by paying a \$1.00 transfer fee.

#### Section 5 - Impounding and Release

##### [A] Unlicensed Animals

Unlicensed animals found running at large in violation of the provisions of this ordinance shall be taken up, captured and impounded by the Humane Officer designated by the City Council or by any Police Officer of the City of Needville and so impounded in a shelter designated as the "City Pound" or other secure place, and there confined in a humane manner for a period of not less than five (5) days. Upon the impounding of such animal, the officer so impounding the animal shall, as soon as possible, post a notice at the City Hall which notice shall remain posted for a minimum of three (3) days, notifying the public of the place of capture of the animal in question and giving a general description of the animal. Upon the expiration of the five (5) day impoundment period, and upon the expiration of the three (3) day notice period provided for herein, then any animal not claimed may thereafter be disposed of in a humane manner by the Humane Officer or any Police Officer of the city.

##### [B] Licensed Animals

Licensed animals that are found running at large in violation of the provisions of this ordinance shall be captured, taken up and impounded by the Humane Officer designated by the City Council or by any Police Officer of the City of Needville and so impounded in a shelter designated as the "City Pound" or other secure place, and there confined in a humane manner for a period of not less than five (5) days. Upon the impounding of such animal, the officer so impounding the animal shall, as soon as possible, post a notice at the City Hall which notice shall remain posted for a minimum of three (3) days, notifying the public of the place of capture of the animal in question and giving a general description of the animal. In addition to the posted notice, the officer in question

### Section 1 - Definition of Terms

As used in this ordinance, unless the context otherwise indicates, the following terms shall have the meaning indicated:

- [a] "Cat" shall refer to both male and female.
- [b] "Dog" shall refer to both male and female.
- [c] "Owner" shall mean any person or persons, firm, association or corporation owning, keeping or harboring a dog and/or cat.
- [d] "At Large" shall mean a dog and/or cat which is not either -
  - [1] secured by a leash or lead, or
  - [2] under the immediate control and supervision of a responsible person and clearly obedient to that person's commands and/or
  - [3] within the real property limits of its owner (as opposed to the real property owned or subject to the control of any other person or any public right-of-way, easement or thoroughfare or other public place).

### Section 2 - Vaccination

It shall be unlawful for the owner of any dog or cat to keep, maintain, or harbor such dog or cat unless it shall have been vaccinated by a licensed veterinarian with anti-rabies vaccine. All dogs and/or cats within the city limits of the City of Needville, Texas, are hereby required to be vaccinated against rabies by a licensed veterinarian. Before any license shall be issued by the City Secretary or his deputy under the terms of this ordinance, the owner must present a licensed veterinarian's certificate to the effect that the animal in question has been vaccinated for rabies within the preceding ninety (90) day period, and must display a valid metallic vaccination tag.

### Section 3 - License and Registration Required

All dogs and cats kept, harbored or maintained by their owners within the city limits of the City of Needville, Texas, shall be licensed and registered upon attaining the age of four (4) months or within thirty (30) days of their acquisition by their owner, whichever occurs sooner. Licenses shall be issued by the City Secretary or his deputy upon the owner furnishing the City Secretary or his deputy evidence of vaccination in accordance with Section 2 hereof and upon the payment of a license tax of Two and No/100 Dollars (\$2.00) for each animal being registered. The owner shall state at the time of application upon forms provided for such purpose by the City, the owner's name and address, and the name, breed, color and sex of each animal being registered. All such registrations shall expire on December 31st of each year. The provisions of this section shall not be intended to apply to dogs temporarily within the city limits for the purposes of participating in a dog show, nor shall it apply to any "seeing eye" dogs properly trained to assist blind persons when such dogs are actually being used by a blind persons for the purpose of aiding them in going from place to place.

#9

<b>FEDERAL ASSISTANCE</b>		2. APPLICANT'S APPLICATION IDENTIFIER	a. NUMBER	3. STATE APPLICATION IDENTIFIER	b. NUMBER
1. TYPE OF SUBMISSION (Mark appropriate box) <input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION		b. DATE Year month day 19 86 01 06		NOTE TO BE ABANDONED BY STATE	b. DATE ASSIGNED Year month day 19

0030

4. LEGAL APPLICANT/RECIPIENT a. Applicant Name Fort Bend County b. Organization Unit District Attorney's Office c. Street/P.O. Box County Courthouse d. City Richmond e. County Fort Bend f. State Texas g. ZIP Code 77469 h. Contact Person (Name & Telephone No) Frank Pollis (713) 341-4460			5. EMPLOYER IDENTIFICATION NUMBER (EIN) 1-746001969-2		
			6. PROGRAM (From CFDA)		b. NUMBER
					MULTIPLE <input type="checkbox"/>
			b. TITLE Victim/Witness Assistance Unit		

7. TITLE OF APPLICANT'S PROJECT (Use section IV of the form to provide a summary description of the project.) Victim/Witness Assistance Unit - one director to implement program designed to improve treatment of victims of crime by providing assistance & services necessary to speed their recovery from a criminal act & to support and aid them as they move thru the criminal justice process.		8. TYPE OF APPLICANT/RECIPIENT A - State B - Interstate C - Substate D - County E - City F - Federal District G - Special Purpose Agency H - Community Action Agency I - Higher Educational Institution J - Indian Tribe K - Other (Specify)	
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9. AREA OF PROJECT IMPACT (Name of other counties served etc.) Fort Bend County	10. ESTIMATED NUMBER OF PERSONS BENEFITING 180,000	11. TYPE OF ASSISTANCE A - State Grant B - Supplemental Grant C - Loan D - Insurance E - Other Enter appropriate letter <input type="checkbox"/> A
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12. PROPOSED FUNDING		13. CONGRESSIONAL DISTRICTS OF:		14. TYPE OF APPLICATION A - New B - Renewal C - Renewal D - Continuation E - Augmentation Enter appropriate letter <input type="checkbox"/>		
a. FEDERAL \$ .00	b. APPLICANT .00	b. PROJECT		17. TYPE OF CHANGE (For 14 or 16) A - Increase Dollars B - Decrease Dollars C - Increase Duration D - Decrease Duration E - Continuation Enter appropriate letter <input type="checkbox"/>		
c. STATE 40,270 .00	15. PROJECT START DATE Year month day 1986 10 01	16. PROJECT DURATION 12 Months				
d. LOCAL .00	18. DATE DUE TO FEDERAL AGENCY Year month day 19 86 04 30					
e. OTHER .00						
f. Total \$ 40,270 .00						

18. FEDERAL AGENCY TO RECEIVE REQUEST Governor's Office		19. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER	
a. ORGANIZATIONAL UNIT (IF APPROPRIATE) Criminal Justice Division		b. ADMINISTRATIVE CONTACT (IF KNOWN) Bobby Riggs	
c. ADDRESS P. O. Box 12428, Capitol Station, Austin, Texas 78711		21. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No	

22. THE APPLICANT CERTIFIES THAT: To the best of my knowledge and belief, data in this preproposal/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.	23. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROGRAM FOR REVIEW ON: DATE _____ 24. NO, PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW <input type="checkbox"/>	
--	--	--

25. CERTIFYING REPRESENTATIVE a. TYPED NAME AND TITLE Jodie E. Stavinoha, County Judge	b. SIGNATURE <i>Jodie E. Stavinoha</i>
26. APPLICATION RECEIVED 19	27. FEDERAL APPLICATION IDENTIFICATION NUMBER
28. FEDERAL GRANT IDENTIFICATION	

27. ACTION TAKEN <input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN		28. FUNDING		29. ACTION DATE Year month day	
		a. FEDERAL \$ .00		30. STARTING DATE Year month day	
		b. APPLICANT .00		31. ENDING DATE Year month day	
		c. STATE .00		32. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No	
		d. LOCAL .00			
		e. OTHER .00			
		f. TOTAL \$ .00			

## NOTICE TO THE GRANTEE

0030

In compliance with CJD rules relating to Eligible Applicants and Application Processing, Subsection 3.48(c), applicants must provide the full names, titles, addresses, and telephone numbers for the authorized official, financial officer, and project director for each grant submitted for consideration by the governor.

APPLICANT: Fort Bend County  
 PROJECT TITLE: Victim/Witness Assistance Unit

<u>Frank Follis</u> Project Director (Type or Print)	<u>Financial Officer (Type or Print)</u>
<u>First Assistant District Attorney</u> Title	<u>Title</u>
<u>Fort Bend County Courthouse</u> Address (Street or P.O. Box)	<u>Address (Street or P.O. Box)</u>
<u>Richmond, Texas 77469</u> City Zip	<u>City Zip</u>
<u>(713) 341-4460</u> Telephone Number	<u>Telephone Number</u>

Jodie E. Stavinoha  
 Authorized Official (Type or Print)  
County Judge  
 Title  
Fort Bend County Courthouse Annex  
 Address (Street or P.O. Box)  
Richmond, Texas 77469  
 City Zip  
(713) 342-3411, ext. 200  
 Telephone Number



# TEXAS ASSOCIATION OF COUNTIES

00207  
10

P.O. Box 2134  
Austin, Texas 78768  
(512) 475-5700

United Bank Tower  
400 W. 15th Street, Suite 604 0030  
Sam E. Clonts, Executive Director

## INVOICE

### COUNTY MEMBERSHIP DUES

1986 Membership dues for Fort Bend County are \$ 2,440.<sup>00</sup>

cc: County Auditor

00208



11

0030

**ADOLPH THOMAE, JR.**  
Second Vice President  
Commissioner, Cameron County  
Box 182  
San Benito, TX 79586

**HENRY L. GRIMES**  
President  
Commissioner, Hunt County  
Box 1097  
Greenville, TX 75401

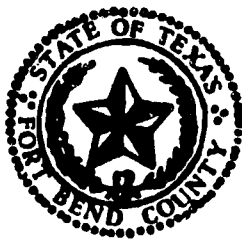
**H. L. "BILL" YOUNG**  
First Vice President  
Secretary-Treasurer  
County Judge, Dickens County  
Box 38  
Dickens, TX 79229

Annual Dues for 1986

County Judges and Commissioners Association of Texas

**\$125.00**

Remit to: County Judges and Commissioners Association of Texas  
H. L. (Bill) Young  
P. O. Box 38  
Dickens, Texas 79229



12

**MAIN LIBRARY**

CAROLYN CONRAD, LIBRARIAN  
1601 LIBERTY STREET  
RICHMOND, TEXAS 77469  
713/232-8562 or 342-4455

**FORT BEND COUNTY LIBRARY**

**BRANCHES**

**ALBERT GEORGE LIBRARY**

*Mrs. Don Williams*  
ROSE HARPER, LIBRARIAN  
9230 GENE STREET, P.O. BOX 507  
NEEDVILLE, TEXAS 77461  
713/793-4270

**MAMIE GEORGE LIBRARY**

JANE POWELL, LIBRARIAN  
320 DULLES AVENUE  
STAFFORD, TEXAS 77477  
713/491-8086

December 17, 1985

Mr. Ben Denham  
County Commissioner  
Fort Bend County  
Richmond, Texas 77469

Dear Mr. Denham,

According to the rotating rules established by the By-Laws of the Constitution of the Library Board, Mary Williamson, who resides in your precinct, is being recommended for reappointment to the Board for another term. Her present term expires December 31, 1985.

Mrs. Williamson is willing to serve again, and we trust that our recommendation meets the approval of the Court.

Respectfully,

*James W. Roberts*

James W. Roberts  
Chairman of the Board

099.

*J*

# 13

CHQ DATE	INVOICE NO.	DESCRIPTION	ACCOUNT NUMBER	PO	LINE NO	TYP NO	BATCH NO	AMOUNT
1/11/85		GRUNDS	11851-831700-950-00	00861	01		4540	7260.18

AMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
 ROSENBERG, TEXAS  
 OPERATING FUND CLEARING ACCOUNT

No. 002587

DOR NO. 004142 DATE ISSUED 12/17/85 TOTAL AMOUNT 7260.18

AMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
 ROSENBERG, TEXAS  
 OPERATING FUND CLEARING ACCOUNT

No. 002587

DATE 12/17/85

VOID AFTER 90 DAYS

Republic Bank  
 Richmond, N.A.  
 RICHMOND, TEXAS

\$\*\*\*\*\*7,260.18

PAY EXACTLY DOLLARS CENTS

SEVEN THOUSAND TWO HUNDRED SIXTY DOLLARS EIGHTEEN CENTS

FORT BEND COUNTY PRECINCT #2  
 BOX 249  
 FRESNO TX 77545



⑆002587⑆ ⑆113115523⑆ 900018

#15

FORT BEND COUNTY

HOLIDAY SCHEDULE FOR 1986-87

GOOD FRIDAY	FRIDAY, MARCH 28TH
TEXAS SESQUICENTENNIAL DAY	MONDAY, APRIL 21ST
MEMORIAL DAY	MONDAY, MAY 26TH
INDEPENDENCE DAY	FRIDAY, JULY 4TH
LABOR DAY	MONDAY, SEPTEMBER 1ST
FAIR DAY	FRIDAY, SEPTEMBER 26TH
VETERANS DAY	TUESDAY, NOVEMBER 11TH
THANKSGIVING HOLIDAYS	THURSDAY & FRIDAY NOVEMBER 27TH & 28TH
CHRISTMAS HOLIDAYS	WEDNESDAY <u>AFTERNOON</u> , DECEMBER 24TH THURSDAY & FRIDAY, DECEMBER 25TH & 26TH
NEW YEARS DAY '87	THURSDAY, JANUARY 1ST

0030

TEXAS SESQUICENTENNIAL DAY	MONDAY, APRIL 21ST
MEMORIAL DAY	MONDAY, MAY 26TH
INDEPENDENCE DAY	FRIDAY, JULY 4TH
LABOR DAY	MONDAY, SEPTEMBER 1ST
FAIR DAY	FRIDAY, SEPTEMBER 26TH
VETERANS DAY	TUESDAY, NOVEMBER 11TH
THANKSGIVING HOLIDAY	THURSDAY & FRIDAY NOVEMBER 27 & 28TH
CHRISTMAS HOLIDAYS	WEDNESDAY AFTERNOON, DEC. 24TH THURSDAY & FRIDAY, DEC. 25 & 26
NEW YEARS DAY '87	THURSDAY, JANUARY 1ST

16. CONSIDER AWARDING BIDS ON CLEANING SUPPLIES & PAPER PRODUCTS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Denham voting to abstain, it is ordered to award bid for cleaning supplies and paper products to GULF COAST PAPER CO. for 6 MONTHS renewable bid and reject bids on item 8,13,16,21,23,30 and 32 and authorize to purchase on spot market. (Recorded in minutes in full)

17. CONSIDER FORT BEND COUNTY OFFICE TELEPHONE LISTINGS IN VARIOUS TELEPHONE DIRECTORIES:

No action.

18. MR. BASCOM HODGES, AUSTIN STATE HOSPITAL, RE: (1) CONSIDER A COOPERATIVE AGREEMENT BETWEEN AUSTIN STATE HOSPITAL AND FORT BEND COUNTY SHERIFF'S DEPT. WHEREBY AUSTIN STATE HOSPITAL WILL PROVIDE FUNDS FOR ADDITIONAL DEPUTY SHERIFF' AND (2) DISCUSS AND CONSIDER POSSIBLE ESTABLISHMENT OF A LOCAL MHMR BOARD OF TRUSTEES AND SUBSEQUENTLY AN MHMR COMMUNITY CENTER IN FORT BEND COUNTY:

Consider a cooperative agreement between Austin State Hospital and Fort Bend County Sheriff's Dept. whereby Austin State Hospital will provide funds for additional deputy sheriff:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize Sheriff Gus George, Larry Wagenbach and Bascom Hodges to meet and agree on a contract form to be presented to Commissioner Court on January 13, 1986 for final approval to fund a Sheriff deputy to provide personal service to the mentally ill in Fort Bend County.

Bascom Hodges representing Austin State Hospital discussed agreement between Austin State Hospital & Fort Bend County to hire an additional Sheriff Deputy for personal service f the mentally ill. Funds provided by Austin State Hospital.

Sheriff Gus George, Judge Thomas Culver and Norma Bruce discussed and agreed to the deputy program.

Discuss and consider possible establishment of a local MHMR Board of Trustees and subsequently an MHMR Community Center in Fort Bend County:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize the County Judge to appoint a steering Committee to investigate the establishment of a MHMR Board of Trustee.

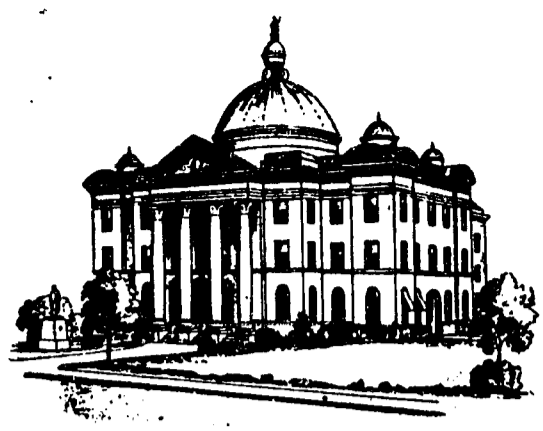
Bascom Hodges, Beth Covey and Joe Emerson discussed establishing a local MHMR Board of Trustees under Senate Bill 633.

1600213

0030

P.O. BOX 368  
RICHMOND, TEXAS 77489  
(713) 342-3411

OFFICE OF  
JOHN J. HAMMETT  
PURCHASING AGENT



STATE OF TEXAS  
**COUNTY OF FORT BEND**

31 December 1985

To: All Members of Commissioners Court  
Fort Bend County, Texas

Ref: Cleaning Supplies and Paper Products

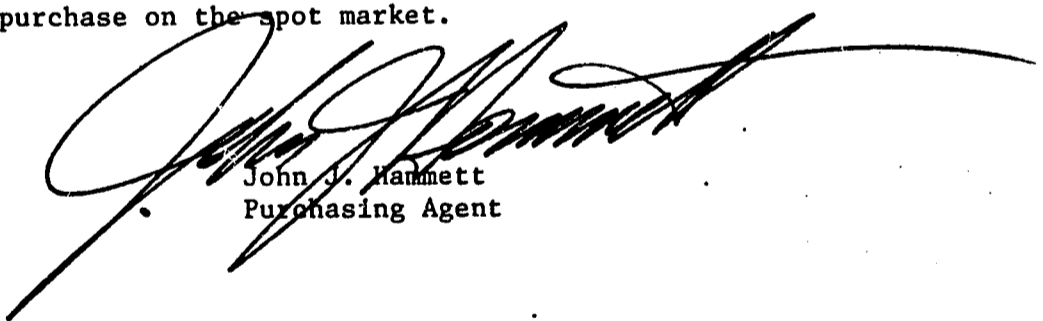
In determining the lowest and best bid for cleaning supplies and paper products a sample order was prepared using one of each of the bid items in the package size specified in the invitation, (i.e. case, dozen, each, gallon, etc). Seven of the fifty items (items 8, 13, 16, 21, 23, 30, 32) could not be used due to lack of bids.

The sample order reflected the total cost, by vendor, as follows:

GULF COAST PAPER CO.	\$669.68
MOORE PAPER CO.	\$685.70
MORSE WHOLESALE	\$699.71
BRAWNER PAPER CO.	\$739.24
ROSENBERG JANITORIAL	\$783.99

Based upon the above we request authorization to purchase from Gulf Coast Paper Company all items on which they bid.

We further request the Court to reject bids on items 8, 13, 16, 21, 23, 30, and 32, and to authorize their purchase on the spot market.

  
John J. Hammett  
Purchasing Agent





REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

0030

On this 6 day of January, 19 86, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Company dated December 19, 1985, permit no. 80721 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 Bressley, 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 Z. Kuch*  
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume \_\_\_\_\_  
Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY *Eida Koser*  
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 1/8/86*

0030

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6 day of January, 19 86, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Amoco Gas Company dated December 19, 1985, permit no. 80722 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 Stanley L. Krebs  
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 1/8/86



00218

NOTICE OF PROPOSED CABLE, CONDUIT AND 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. 2  
PERMIT NO. 80722

Formal notice is hereby given that AMOCO GAS COMPANY, 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	Case
Clear Creek Lateral	817 ft. south of the center: line of F.M. 2234 and 2 ft. east of west right-of-way edge for F.M. 521.	80 Ft.	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 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, date 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: AMOCO GAS COMPANY  
AGENT and/or OWNER

(accessible 24 hrs/day, 7 days/week)  
A.P. Wright  
(Signature)

NAME & TITLE A. P. Wright  
Manager-Operations  
(Please Print)

DATE: December 19, 1985  
ADDRESS P.O. Box 2609  
(Street/P.O. Box) 77592-2609

Texas City, TX 77592-2609  
City State Zip  
TELEPHONE NO: 409-948-2501

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

0030

On this 6 day of January, 19 86, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Shell Pipe Line Corporation dated December 23, 1985, permit no. 80720 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 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 Stanley J. Kuchel  
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume \_\_\_\_\_ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elda 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.

Returned 1/8/86

00220 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. 3  
 PERMIT NO. 80720

Formal notice is hereby given that Shell Pipe Line Corporation, 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
S. Diversion VB	see Drawing SD-20490	730'	open	cut		
Willowfork VA	" " "	500'	open	cut		
Cinco Ditch VA9	" " "	145'	open	cut		
Cinco Ditch T-2 (E/W)	" " "	125'	open	cut		
Cinco Ditch T-2 (N/S)	" " "	205'	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

Relocation of existing Sheridan-Houston 6" and Hope-Houston 10" pipelines to accommodate Cinco Ranch Venture Development. Work scheduled to commence January 6, 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, date 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: SHELL PIPE LINE CORPORATION  
 AGENT and/or OWNER  
 (accessible 24 hrs/day, 7 days/week)

[Signature]  
 (Signature)

NAME & TITLE P. S. Huntoon, Sr. Land Agent  
 (Please Print)

DATE: December 23, 1985  
 ADDRESS P.O. Box 6426  
 (Street/P.O. Box)

Pasadena, TX 77506  
 City State  
 TELEPHONE NO: 241-6843 or 241-0648

22  
00221

BID ITEM: ADP EQUIPMENT

BID NUMBER: 86-1

0030

VENDORS NOTIFIED BY LETTER

COMPANY

SUBMITTED

CONTROL DATA

\_\_\_\_\_

DIGITAL

\_\_\_\_\_

IBM

\$447,400 ~~\$440,498.00~~

NCR

\_\_\_\_\_

SPERRY CORP

\_\_\_\_\_

AGENDA  
 FORT BEND COUNTY COMMISSIONERS COURT  
 COURTHOUSE ANNEX, RICHMOND, TEXAS  
 REGULAR SESSION  
 MONDAY, JANUARY 13, 1986  
 9:00 O'CLOCK A.M.

0030

1. Approve minutes of meeting of January 6, 1986.
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. Consider approval of County Treasurer's quarterly report.
6. Consider resolution approving the issuance by the Fort Bend County Industrial Development Corp. of an issue in the amount of \$750,000 of its revenue bonds to be designated as the "Fort Bend County Industrial Development Corp. Industrial Development Revenue Bonds (Stephen E. Brice Project), Series 1986, and resolving other matters pertaining thereto.
7. Constable Robert Parker, re: consider approval of and accept bond & oath of two reserve deputies, John Foster Jr. & George M. ~~Tickett~~, *PICKETT* for Precinct 3 Constable's office.
8. Mr. Charles Slone, re: approval of appraised fair market value and sale of 4.818 acres of highway right-of-way property.
9. Mr. John Hammett, Purchasing Agent, re: request acceptance of signed statement that Cold Mix Limestone Rock Asphalt, Type "C" or "CC" is available from only one source and as such is exempt from competitive bidding under Sec. 4(a)(7), Art. 2368a.5, (V.T.C.S.)
10. Approve contract between Austin State Hospital & Sheriff's Dept. for an additional deputy.
11. Advertise for <sup>proposals</sup> bids for County insurance.
12. Present Insurance Committee's recommendation for consultant.
13. Select 1986 Grievance Committee.
14. Consider approval of invoice in the amount of \$1,830 from National Assn. of Counties for County member service fee for 1986.
15. Consider approval of change order #1 in the amount of \$55,947; pay application #1 in the amount of \$20,244 to Street/Peters Construction Co; and Architect's supervision fee in the amount of \$161.95 for Precinct #1 maintenance facility.
16. Consider approval of invoice in the amount of \$2,207.51 to Sanders & Sanders Associates Inc. for library interior design services for Dec.
17. Accept donation of incubator to E.M.S. from Fort Bend Community Hospital Auxiliary.
18. Consider mutual aid agreement with City of Houston relating to E.M.S. services.
19. Consider housing agreement with City of Richmond for placement of an ambulance at the Richmond Fire Station.
20. Consider approval of invoice in the amount of \$96,890 to Warrior Constructors Inc. on library project.
21. Advertise for bids for asphalt distributor with truck.
22. Consider interlocal agreements between Fort Bend County and various school districts.

CONTINUED



23. Consider application from Fort Bend Telephone Co. to lay cable crossing Warnecke Rd. in Precinct 2.
24. Consider Fort Bend County office telephone listings in various telephone directories.
25. Meet in Closed Session to discuss litigation and personnel as authorized by Article 6252-17, Section 2 (e) & (g), V.T.C.S.
26. Take action on any items discussed in Closed Session.
27. 1:30 p.m. - Open bids for One Trailer Type Portable Office Building, not more than 12 feet wide nor less than 50 feet long. \$ Available: \$7500.00.
28. Adjournment.

FILED FOR RECORD

~~FILED~~ 3:10 ~~PM~~ PM

JAN 9 1986

*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 Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, January 9, 1986 at 3:20 p.m. by D. Spadey.

00224

0030

ADDENDUM TO AGENDA  
OF MONDAY, JANUARY 13, 1986

FORT BEND COUNTY COMMISSIONERS COURT  
COURTHOUSE ANNEX, RICHMOND, TEXAS  
9:00 O'CLOCK A.M.

The following item should be added to the Commissioners Court agenda of January 13th, to be considered at 1:30 p.m.:

Open bids for 24 or more new Automobiles. (Bid #86-3)

EILED FOR RECORD

~~JAN 10 1986~~ 8:55 PM

JAN 10 1986

*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, on Friday, January 10, 1986 at 9:00 a.m. by D. Stavinoha.

## REGULAR SESSION

0030

BE IT REMEMBERED That on this 13TH day of JANUARY, 1986 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 certificate was presented to Commissioner Alton Pressley for completion of the Federal Emergency Management Institute training.

1. APPROVE MINUTES OF MEETING OF JANUARY 13, 1986 :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of meeting of January 6, 1986 with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS :

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

Sugar Creek to release \$100,000.00, McAllen ISD, receipt# 358202, due February 1, 1986

Sugar Creek to release \$100,000.00, Channelview ISD, receipt# 363974, due February 1, 1986

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS :

None

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

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

COMMISSIONER PRECINCT 2 & 3  
 DISTRICT ATTORNEY  
 COUNTY EXTENSION AGENT (DeAnna Burton)  
 COUNTY EXTENSION AGENT (Alfonso (Roy) Gorena)  
 COUNTY JUDGE  
 DATA PROCESSING  
 JUSTICE OF PEACE #4  
 PURCHASING DEPARTMENT  
 COUNTY CLERK

00226

(A)



**DIVISION OF EMERGENCY MANAGEMENT**  
**TEXAS DEPARTMENT OF PUBLIC SAFETY**

**MARK WHITE**  
Governor

5905 N. Lamar Blvd.  
Box 4087  
Austin, Texas 78773  
Duty Hours 512/465-2138  
Nonduty Hours 512/465-2000

**JAMES B. ADAMS**  
Director

**ROBERT A. LANSFORD**  
Coordinator

January 2, 1986

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

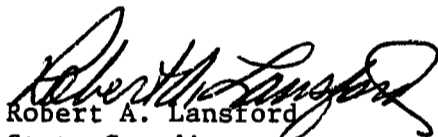
Dear Judge Stavinoha:

The attached certificate of completion of the Professional Development Series represents a significant achievement for individuals in the emergency management field. Mr. Alton B. Pressley, Precinct 3 County Commissioner, is among the first few in Texas to achieve this degree of professional training which qualifies him for special certification by the Emergency Management Institute.

I respectfully request that you, as Chief Executive Officer for your jurisdiction, sign this certificate and formally present it to Mr. Pressley. This procedure will provide needed and appropriate recognition for his completed training.

Thank you for your assistance.

Sincerely,

  
Robert A. Lansford  
State Coordinator

RAL:Ed

Enclosures

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Sugar Creek  
Release \$ 100,000.00,  
Mc Allen ISD  
Receipt # 358202  
Due Date 2/1/86

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES 0030  
CONTRACTS

WITH \_\_\_\_\_  
Pledged \$ \_\_\_\_\_,  
\_\_\_\_\_  
Receipt # \_\_\_\_\_  
Due Date \_\_\_\_\_

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Sugar Creek  
Release \$ 100,000.00,  
~~Mc Allen~~ Channelview ISD  
Receipt # 363974  
Due Date 2/1/86

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 \_\_\_\_\_

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:

Alton B. Pressley  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure February 24, 1986  
Date of Return February 27, 1986

Purpose of Trip: attend 28th Annual County Judges and Commissioners'  
Conference

Places to be Visited: College Station, Texas

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

Jan 8, 1986 Date  
Alton B. Pressley Name  
Commissioner-Pct. #3 Title

Approved: Commissioners' Court  
J. Starnes  
County Judge

1-13-86  
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:

Ben G. Denham
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Period: Date of Departure January 9, 1986
Date of Return January 11, 1986

Purpose of Trip: 59th Annual Convention Texas Asso. of Fairs & Expo.

Places to be Visited: Dallas, Texas

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

[Signature]
Name

January 7, 1986 Commissioner, Pct. 2
Date Title

\*\*\*\*\*

Approved: Commissioners' Court
[Signature]
County Judge

1-13-86
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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure February 6, 1986

Date of Return February 8, 1986

Purpose of Trip: to attend seminar on Litigation Update 1986

Places to be Visited: San Antonio, Texas

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

W. W. Wagon  
Name

1-10-86 District Attorney  
Date Title

Larry Wagenbach to attend and funds are available  
\*\*\*\*\*

Approved: Commissioners' Court  
J. Sturino  
County Judge

1-13-86  
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 Burton

Period: Date of Departure Friday, Jan. 10, 1986 - 5 p.m.

Date of Return Sunday, Jan. 12, 1986 - 7 p.m.

Purpose of Trip: Attend the State 4-H Teen Leader Retreat

Places to be Visited: State 4-H Center -- Brownwood, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Van borrowed from Dub Miller Ford

[Signature]

Name

January 7, 1986

Date

County Extension Agent

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:

Alfonso Roel (Roy) Gorena

Period: Date of Departure Friday, Jan. 10, 1986 - 5 p.m.

Date of Return Sunday, Jan. 12, 1986 - 7 p.m.

Purpose of Trip: Attend the State 4-H Teen Leader Retreat

Places to be Visited: State 4-H Center -- Brownwood, Texas

Mode of Transportation

(State whether by personal auto, airline, etc.) Van borrowed from Dub Miller Ford

[Signature] Name

January 7, 1986 Date

County Extension Agent Title

\*\*\*\*\*

Approved: Commissioners' Court

[Signature] County Judge

1-13-86 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure 1-16-86

Date of Return 1-17-87

Purpose of Trip: State Resource & Recovery Committee Meeting

Places to be Visited: Austin, Texas

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

J. Stovino  
Name  
County Judge  
Title

1-9-86  
Date

\*\*\*\*\*

Approved: Commissioners' Court  
J. Stovino  
County Judge

1-13-86  
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:

Charles Seiler, Ed Plant

Period: Date of Departure Jan. 20, 1986

Date of Return Jan. 23, 1986

Purpose of Trip: IBM VSE/SP CLASS

Places to be Visited: Atlanta, Georgia

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

Charles W. Miller Name

*cm*, 4/9/86

Jan. 10, 1986 Date

Data Processing Manager Title

Funds available in 1986 Budget

Approved: Commissioners' Court

*J. Stovener*  
County Judge

1-13-86  
*[Signature]*  
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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure 12 JAN 86  
Date of Return 17 JAN 86  
Purpose of Trip: MANDATORY 40 hr J.P. School

Places to be Visited: AUSTIN, TX

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

James C. Adolphus  
Name

7 JAN 86  
Date

Justice of the Peace, Prec. 4  
Title

\*\*\*\*\*

Approved: Commissioners' Court  
[Signature]  
County Judge

1-13-86  
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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure Thursday, Jan. 9 - 8:30 a.m.  
Date of Return Saturday, Jan. 11 - 6:00 p.m.  
Purpose of Trip: Attend Texas Association of Fairs & Expositions

Places to be Visited: Dallas, Texas

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

*[Signature]*  
Name

January 9, 1985  
Date

County Extension Agent--Agriculture  
Title

\*\*\*\*\*

Approved: Commissioners' Court  
*[Signature]*  
County Judge

1-13-86  
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

Period: Date of Departure 2/9/86

Date of Return 2/12/86

Purpose of Trip: Attend Seminar on Basic Public Purchasing

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

Debra Kaminski Name

Jan. 8, 1986 Date

Buyer Title

\*\*\*\*\*

Approved: Commissioners' Court  
J. Stuenkel  
County Judge

1-13-86  
Date

Approved, 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:

ELIDA KOSLER  
DORIS WOLF  
JANE MAINES  
SHIRLEY DAVIS

Period: Date of Departure FEB 18

Date of Return FEB 18

Purpose of Trip: Management Seminar in Houston

Places to be Visited: Houston

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

Jeanne Wilson  
Name

County Clerk  
Title

1-13-86  
Date

Approved: Commissioners' Court  
J. Stevenson  
County Judge

1-13-86  
Date



5. CONSIDER APPROVAL OF COUNTY TREASURER'S QUARTERLY REPORT :

0030

Postponed

6. CONSIDER RESOLUTION APPROVING THE ISSUANCE BY THE FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORP. OF AN ISSUE IN THE AMOUNT OF \$750,000 OF ITS REVENUE BONDS TO BE DESIGNATED AS THE "FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORP. INDUSTRIAL DEVELOPMENT REVENUE BONDS" (STEPHEN E. BRICE PROJECT), SERIES 1986, AND RESOLVING OTHER MATTERS PERTAINING THERETO :

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Resolution approving the issuance by the Fort Bend County Industrial Development Corp. of an issue in the amount of \$750,000 of its revenue bonds to be designated as the Fort Bend County Industrial Development Corp. Industrial Development Revenue Bonds (Stephen E. Brice Project), series 1986. (Recorded in minutes in full)

Bob Casey discussed the resolution.

7. CONSTABLE ROBERT PARKER, RE: CONSIDER APPROVAL OF AND ACCEPT BOND & OATH OF TWO RESERVE DEPUTIES, JOHN FOSTER JR. & GEORGE M. TICKETT, FOR PRECINCT 3 CONSTABLE'S OFFICE:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting no, it is ordered to approve and accept bond & oath for John Foster, Jr. & George M. Tickett, for Precinct 3 Constable's office. (Recorded in minutes in full)

8. MR. CHARLES SLOAN, RE: APPROVAL OF APPRAISED FAIR MARKET VALUE AND SALE OF 4.818 ACRES OF HIGHWAY RIGHT-OF-WAY PROPERTY:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone for further study.

Mr. Sloan discussed the appraisal of the acreage.

9. MR. JOHN HAMMETT, PURCHASING AGENT, RE: REQUEST ACCEPTANCE OF SIGNED STATEMENT THAT COLD MIX LIMESTONE ROCK ASPHALT, TYPE "C" OR "CC" IS AVAILABLE FROM ONLY ONE SOURCE AND AS SUCH IS EXEMPT FROM COMPETITIVE BIDDING UNDER SEC. 4(a) (7), ART. 2368A.5, (V.T.C.S.):

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to extend 1985 bid on cold mix limestone rock asphalt and readvertise for same. (Recorded in minutes in full)

10. APPROVE CONTRACT BETWEEN AUSTIN STATE HOSPITAL & SHERIFF'S DEPT. FOR AN ADDITIONAL DEPUTY:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve the contract between Austin State Hospital and Sheriff's department for an additional deputy, not to exceed \$37,000. Funds to be paid quarterly to Fort Bend County from Austin State Hospital. (Recorded in minutes in full)

Bascom Hodges representing Austin State Hospital and Lt. Tom Sparkman representing the Sheriff's Dept. discussed the contract.

00240

BRACEWELL & PATTERSON

0030

2900 SOUTH TOWER PENNZOIL PLACE  
HOUSTON, TEXAS 77002  
713 223 2900  
CABLE BRACEPAT HOUSTON  
TELEX 76 2141

BOB CASEY JR.  
PARTNER

January 2, 1986

1825 EYE STREET N. W.  
WASHINGTON, D. C. 20006  
202 628 5800  
TELEX 89 2573

22 GROSVENOR SQUARE  
LONDON W1X 0DY  
01 491 4805  
TELEX 23459

1650 AMERICAN BANK TOWER  
AUSTIN, TEXAS 78701  
512 472 7800

To: Each of the Individuals on the Attached Distribu-  
tion List

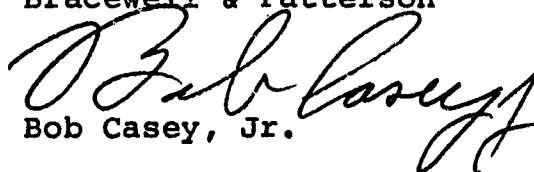
Re: \$750,000 Fort Bend County Industrial Development  
Corporation Industrial Development Revenue Bonds  
(Stephen E. Brice Project), Series 1985

Enclosed for your prior review is a copy of the Resolution  
which we will ask to have passed at the Commissioners' Court  
meeting to be held on January 13, 1986. The purpose of the  
enclosed Resolution is to enable the Corporation to issue  
the captioned Bonds as "Series 1986" Bonds instead of as  
Series 1985 Bonds, as originally contemplated.

Your assistance in this matter is very much appreciated.

Yours very sincerely,

Bracewell & Patterson

  
Bob Casey, Jr.

BC/pc  
Enclosure

165BCSQ

JAN 2 1986

## DISTRIBUTION LIST

Mr. Johnnie Putska  
Commissioner, Precinct #1  
P. O. Box 148  
Richmond, Texas 77469

Mr. Ben Denham  
Commissioner, Precinct #2  
P. O. Box 249  
Fresno, Texas 77545

Mr. Alton B. Pressley  
Commissioner, Precinct #3  
1809 Eldridge Rd.  
Sugar Land, Texas 77478

Mr. Bob Lutts  
Commissioner, Precinct #4  
P. O. Box 187  
Fulshear, Texas 77441

Hon. Jodie E. Stavinha  
County Judge  
Fort Bend County Courthouse Annex  
500 Jackson St.  
Richmond, Texas 77469

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

Ms. Barbara Pickthall  
Administrator  
Fort Bend County Industrial  
Development Corporation  
Fort Bend County Courthouse Annex  
500 Jackson St.  
Richmond, Texas 77469

165BCSQQ

0030

MINUTES AND CERTIFICATION

The Commissioners' Court (the "Governing Body") of Fort Bend County, Texas (the "Unit"), convened in regular meeting open to the public at the regular meeting place thereof on the date and at the hour and place specified in the notice of such meeting, such notice 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 Governing Body was called, which officers and members are as follows, to-wit:

County Judge  
County Clerk

Jodie E. Stavinoha  
Dianne Wilson

Commissioners

Alton B. Pressley  
Johnnie Putska  
Ben Denham  
Bob Lutts

and all of such persons were present, except the following absentees: \_\_\_\_\_

thus constituting a quorum for the transaction of business. Whereupon, among other business, the following was transacted, to-wit: a written Resolution bearing the following caption was introduced:

RESOLUTION APPROVING THE ISSUANCE BY THE FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION OF AN ISSUE IN THE AMOUNT OF \$750,000 OF ITS REVENUE BONDS TO BE DESIGNATED AS THE "FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION INDUSTRIAL DEVELOPMENT REVENUE BONDS (STEPHEN E. BRICE PROJECT), SERIES 1986," AND RESOLVING OTHER MATTERS PERTAINING THERETO

The Resolution, a full, true and correct copy of which is attached hereto, was read and reviewed by the Governing Body.

Upon motion duly made and seconded, the Resolution was finally passed and adopted by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

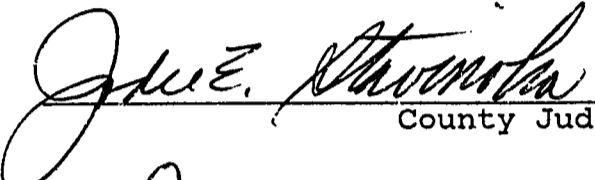
ABSTENTIONS: \_\_\_\_\_

The Presiding Officer then declared the Resolution passed and signed and approved the same in the presence of the Governing Body.

MINUTES APPROVED AND CERTIFIED TO BE TRUE AND CORRECT 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 the Governing Body of the Unit.

Said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Article 6252-17, Vernon's Annotated Texas Civil Statutes, as amended.

EXECUTED this 13th day of January, 1986.

  
County Judge

  
County Clerk

165BCSS

RESOLUTION APPROVING ISSUANCE BY THE FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION OF AN ISSUE IN THE AMOUNT OF \$750,000 OF ITS REVENUE BONDS TO BE DESIGNATED AS THE "FORT BEND COUNTY INDUSTRIAL DEVELOPMENT CORPORATION INDUSTRIAL DEVELOPMENT REVENUE BONDS (STEPHEN E. BRICE PROJECT), SERIES 1986," AND RESOLVING OTHER MATTERS PERTAINING THERETO

WHEREAS, the Commissioners' Court (the "Governing Body") of Fort Bend County, Texas (the "Unit"), has approved and authorized the creation of the Fort Bend Industrial Development Corporation (the "Corporation") as a Texas non-profit 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 to promote and encourage employment and the public welfare; and

WHEREAS, the Corporation 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 said term is defined in the Act, and to loan the proceeds thereof to finance all or part of the costs thereof; and

WHEREAS, the Corporation, by resolution (the "Bond Resolution") adopted December 23, 1985, has authorized (a) the issuance and sale of its \$750,000 Industrial Development Revenue Bonds (Stephen E. Brice Project), Series 1985 (the "Bonds"), and (b) a Loan Agreement among the Corporation, Stephen E. Brice (the "Owner"), and MBank San Felipe, N.A. (the "Bank"), wherein the Corporation agrees to issue and sell the Bonds to provide funds to finance a certain industrial and manufacturing project of the Owner (the "Project") located within the Unit, together with certain other agreements of the Corporation in connection therewith (collectively, the Loan Agreement and such other agreements shall be referred to as the "Bond Documents"); and

WHEREAS, the Governing Body, by resolution (the "Unit Bond Resolution") adopted at a regular meeting open to the public held on December 23, 1985, at which a public hearing was conducted, has approved (a) the issuance of the Bonds by

the Corporation, (b) the Resolution of the Corporation authorizing the Bonds, the issuance of the Bonds, authorized thereby and the plan of financing approved thereby, and the Bond Documents, and (c) the Project to be financed with the Bonds; and

WHEREAS, the Bonds were not issued and sold as originally contemplated, and the Owner and the Bank now desire that the Bonds be issued and sold in 1986 and be designated as the "Fort Bend County Industrial Development Corporation Industrial Development Revenue Bonds, Series 1986," and that the Bond Documents be revised accordingly; and

WHEREAS, the officers of the Corporation have consented to the issuance and sale of the Bonds in 1986, said Bonds, when issued, to be designated the "Fort Bend County Industrial Development Corporation Industrial Development Revenue Bonds (Stephen E. Brice Project), Series 1986," and to revision of the Bond Documents to reflect the foregoing; and

WHEREAS, the Act requires that the Governing Body of the Unit approve, by written resolution, any agreement to issue bonds approved by the Corporation;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS:

Section 1. The Unit, acting through this Governing Body, hereby approves the issuance and sale of the Bonds in 1986 in the amount and for the purposes referred to in the preambles hereof and in the Unit Bond Resolution, said Bonds to be designated the "Fort Bend County Industrial Development Corporation Industrial Development Revenue Bonds, Series 1986," and the revision of the Bond Documents to reflect the foregoing.

Section 2. The Unit, acting by and through this Governing Body, hereby assigns to the Corporation 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.

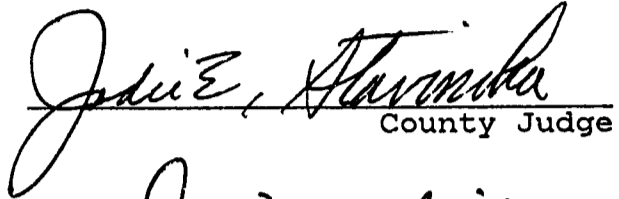
Section 3. Except as the same may be amended by this Resolution, the Unit, acting by and through this Governing

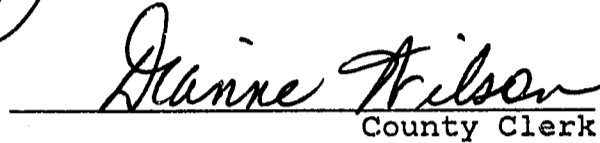
00246

Body, hereby ratifies and affirms all approvals and findings of the Unit contained in the Unit Bond Resolution, reference to which is made in the preambles hereof.

Section 4. This Resolution shall take effect immediately from and after its adoption.

PASSED AND APPROVED this 13th day of January, 1986.

  
County Judge

  
County Clerk

165BCSR

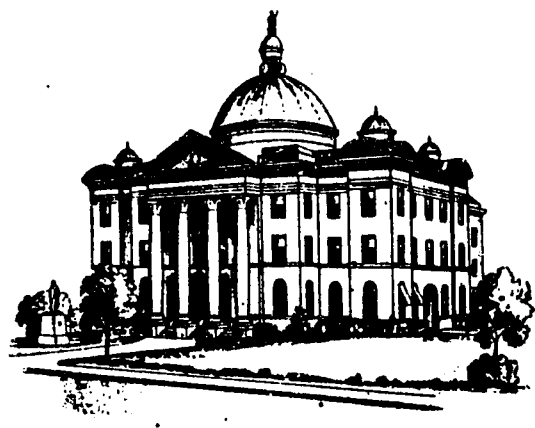


9 00247

0030

OFFICE OF  
JOHN J. HAMMETT  
PURCHASING AGENT

P.O. BOX 368  
RICHMOND, TEXAS 77469  
(713) 342-3411



STATE OF TEXAS COUNTY OF FORT BEND

January 6, 1986

To: Each Member  
Commissioners Court  
Fort Bend County

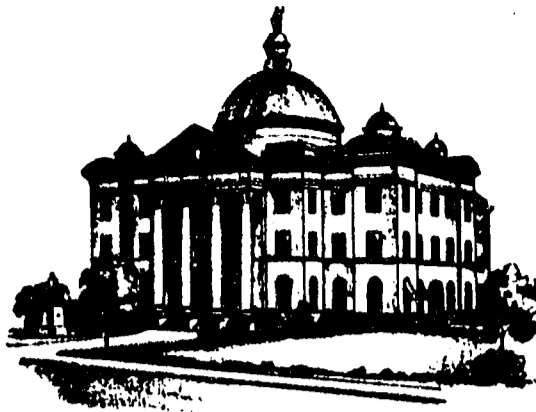
Pursuant to Section 4(7) (a) Article 2368a.5. (V.T.C.S) the under-  
signed submits the following statement:

Bid offering number 85-63 for Road Materials - Earthen  
Derivative Coldmix Limestone Rock Asphalt: THD #330  
Type "C" or "CC" was advertised as required by law,  
with mailings sent to 66 vendors who handle Road Mater-  
ials. There were no bids received on this particular  
item. Further research by this Department disclosed  
that the only source for this item is Whites Mines,  
P.O. Box 32688, San Antonio, TX., 78216-0688.

It is requested that Commissioners Court, Fort Bend County,  
authorize the purchase of this from Whites Mines, for the period  
1 January 1986 thru 31 June 1986.

It is further requested that this statement be entered in the  
minutes of Commissioners Court meeting on January 13, 1986.

*John J. Hammett*  
John J. Hammett  
Purchasing Agent



JOYCE TOMPKINS

COUNTY AUDITOR

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549  
RICHMOND, TEXAS  
77469

SHERIFF'S DEPUTY

SALARY.....	\$ 24,336
SOCIAL SECURITY.....	1,741
RETIREMENT.....	1,704
INS. (LIFE, AD&D, DENTAL)...	2,340
TAC - UNEMPLOYMENT.....	35
WORKER'S COMP.....	1,053

\$ 31,209

4800

~~36,009~~

\$ 30,009.

650

travel

\$ 36,659

not to exceed \$37,000



Gary E. Miller, M.D.  
Commissioner

Jan 13, 1986  
1/20 cc: Dianne Wilson  
00249  
Texas Department of Mental Health and Mental Retardation

Austin State Hospital  
4110 Guadalupe • Austin, Texas 78751-4296 • (512) 452-0381

Harold K. "Kenny" Dudley Jr.  
Superintendent

January 14, 1986

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

Dear Jodie:

I am taking pen in hand, as they say, to express my appreciation to you and the commissioners for the courtesy and consideration shown to me and my staff on January 6th, 7th, and 13th.

A thank you is also in order to Larry Wagenbach, Joyce Tompkins, Gus George and his staff for all their help in developing the contract which is enclosed.

I look forward to seeing you on January 21, 1986.

Sincerely,

Basdom L. Hodges, Director  
Community Programs

BLH/fak

cc: Johnny Pustka, County Commissioner, Fort Bend County  
Ben Denham, County Commissioner, Fort Bend County  
Alton Presley, County Commission, Fort Bend County  
Bob Lutts, County Commissioner, Fort Bend County  
Larry Wagenbach, Assistant District Attorney, Fort Bend County  
Joyce Tompkins, County Auditor, Fort Bend County  
Gus George, Sheriff, Fort Bend County  
Norma Bruce, RN, Director, Fort Bend County Outreach Center

Equal Opportunity/Affirmative Action Employer

00250

STATE OF TEXAS  
COUNTY OF TRAVIS

0030

AGREEMENT

Pursuant to authority contained in Section 2.13, Article 5547-202, Vernon's Texas Civil Statutes, the AUSTIN STATE HOSPITAL, a facility of the Texas Department of Mental Health and Mental Retardation, hereinafter called HOSPITAL, acting by and through its Superintendent, and FORT BEND COUNTY, TEXAS, hereinafter called COUNTY, acting by and through its Commissioners' Court, jointly agree to provide certain Mental Health Services to the residents of Fort Bend County in conformity with the following terms and conditions:

1

COUNTY agrees to employ one additional full time Deputy Sheriff who will be a Mental Health Specialist and hereinafter called Mental Health Deputy. COUNTY further agrees that the Sheriff's Department budget and Personal Services Schedule shall reflect that this contract increases the total number of deputies by one (1) full time position.

Selection of the Mental Health Deputy for this contract shall be by mutual agreement between HOSPITAL and COUNTY, with either party having the right to reject any candidate. The Mental Health Deputy, when employed, shall be an employee of COUNTY and will be governed by the personnel policies of COUNTY.

A detailed job description with performance measures shall be designed by COUNTY with consultation from HOSPITAL and performance evaluations will be made in the same manner at three (3) months, six (6) months, one (1) year, and annually thereafter.

Training in law enforcement shall be the responsibility of COUNTY. Initial training and ongoing inservice training in the Mental Health field shall be the responsibility of HOSPITAL. Each of the parties shall cooperate to facilitate the required training.

While on duty, the Mental Health Deputy shall be assigned all calls involving known patients and/or former patients of HOSPITAL, or of the Fort Bend County Outreach Center for Mental Health. In addition, the Mental Health Deputy shall be assigned to those calls which by

I (cont.)

0030

their nature appear to involve a mentally ill person. Except in emergency situations, the Mental Health Deputy shall not be assigned the duty of transporting patients to HOSPITAL. The Mental Health Deputy shall be provided the opportunity to train and to impart his/her knowledge to other officers of the Sheriff's Department, the various City Police Departments, Magistrates, and others in COUNTY.

The Mental Health Deputy shall work closely with the Director and staff of the Fort Bend County Outreach Center for Mental Health, and the staff of HOSPITAL with a view toward preventing unnecessary hospitalizations and utilizing other appropriate alternatives.

II

HOSPITAL agrees to pay COUNTY for the services described above an amount not to exceed \$37,000 for any fiscal year. Payment under this agreement shall be made quarterly and in advance by HOSPITAL to COUNTY upon submission by COUNTY of a State Purchase Voucher. Payment shall be at the rate of \$2,028.00 per month or \$24,336.00 per year for salary, allowance for fringe benefits of \$572.75 per month, or \$ 6873.00 per year, plus car allowance of \$400.00 per month or \$4,800.00 per year, plus \$650.00 per diem reimbursement for living expenses while away from headquarters during the initial training period.

III

The AGREEMENT is in effect from February 1, 1986 through August 31, 1986, and unless terminated by either party shall automatically be extended through August 31, 1987.

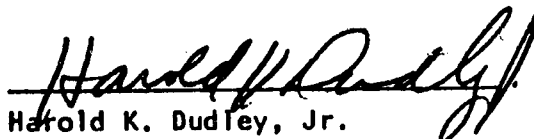
Payment under this AGREEMENT is contingent upon the availability of appropriated funds.

Either party may terminate this AGREEMENT after giving thirty (30) days written notice of the intent to terminate to the other party.

EXECUTED THIS 13<sup>th</sup> day of Jan., 1986.

AUSTIN STATE HOSPITAL

FORT BEND COUNTY

  
Harold K. Dudley, Jr.  
Superintendent

  
Jodie E. Stavinoha  
County Judge

11. ADVERTISE FOR BIDS FOR COUNTY INSURANCE:

6030

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for proposals for the following county insurance due March 17, 1986:

- 1) Medical
- 2) Life
- 3) Workers Compensation
- 4) General Liability
- 5) Automobile Liability
- 6) Dental Insurance
- 7) Umbrella Insurance
- 8) Law Enforcement Insurance

12. PRESENT INSURANCE COMMITTEE'S RECOMMENDATION FOR CONSULTANT:

Moved by Commissioner Pressley, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to enter into contract with Mr. James Hancock owner of The Risk Co. as consultant for Insurance at \$100.00 per hour not to exceed \$10,000.00 a year. Contract to be approved by District Attorney.

Mr. James Hancock III owner of The Risk co. discussed his qualifications to be an insurance consultant for the county.

13. SELECT 1986 GRIEVANCE COMMITTEE:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to select from those who served on the 1985 grand jury to the 1986 Grievance Committee as follows:  
(Recorded in minutes in full)

DONALD MAYO  
1706 CEDAR DR.  
RICHMOND, TX.

E.V. BLISSARD  
RT. 2, BOX 61-L  
RICHMOND, TX.

ED SPIVEY  
3006 CHERRY SPRINGS  
MISSOURI CITY, TX.

SUE P. GASTON  
3010 CYPRESS PT. DR.  
MISSOURI CITY, TX.

JAN BEATTY  
423 LAND GRANT  
RICHMOND, TX.

CINDY GRILLO  
806 MAYWEATHER  
RICHMOND, TX.

PAT C. ROTEN  
3411 GLENN LAKES  
MISSOURI CITY, TX.

JOHN LOCKHART  
1702 WILLOW  
RICHMOND, TX.

MIKE SAENZ  
P.O. BOX 247-13301 HWY.6  
STAFFORD, TX.

14. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$1,830 FROM NATIONAL ASSN. OF COUNTIES FOR COUNTY MEMBER SERVICE FEE FOR 1986 :

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve invoice in the amount of \$1,830 from National Association of Counties for county member service fee for 1986. (Recorded in minutes in full)

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

11  
00253  
12

0030

1. Advertise for proposals on County Insurance.

The policies up for renewal are:

1. Medical
2. Life
3. Workers Compensation
4. General Liability
5. Automobile Liability
6. Dental Insurance
7. Umbrella Insurance
8. Law Enforcement Insurance

*Due March 17, 1986*

2. Insurance recommendation for hiring a consultant.

Mr. James Hancock — See attached information

James P. Hancock III  
Owner

Business Insurance Consultants

P.O. Box 511  
Simonton, Texas 77476  
713-346-1314 (24 Hrs.)

TO: Whom It May Concern

#### PHILOSOPHY AND PRODUCT

To market, manage and implement an Agressive Business Concept to lower a high fixed cost item on a professional basis.

#### WHAT "WE DO"

Secure bonds or other surety financial relationships, do insurance need and proposal analysis along with reviews of existing coverages such as Worker's Compensation, General Liability, Property, Fire and or Marine, including but not limited to Employee Benefits and Life Insurance.

Handle broker or agent communication and coordination with record and policy file maintenance, including claim investigation and correspondence.

#### WHAT "WE DO NOT DO"

- A. Sell Insurance, Tax shelters, Annuities or "used cars" of any kind.
- B. We do not engage or support Political parties or "those that do".
- C. Have a business that advertises: "We are working to keep your trust" or "In business and a trusted name since 1875" - never mind our clients' complaints or refusal to arbitrate in their best interests or behalf.
- D. Our thoughts are "that it is just Business or Money - it just depends on whose money or business is in question."

#### COST

Is on a fee basis with hourly and monthly minimums subject to services employed such as bookkeeping, accounting, tax, legal or financial referral.

A wholly owned subsidiary of Serenity Ltd.



## REFERENCES - PERSONAL

1. Francis Scott Yeager - Financial Consultant to Independent Businesses; Retired Chairperson and Dean at the University of Houston School of Finance.  
(713) 664-1203
2. George Pletcher - Attorney and Senior Law Firm Partner. Past president of the Texas Bar Association.  
(713) 654-4464
3. Andrew Fitzpatrick - Vice President - Commercial Finance at BancTexas.  
(713) 650-3705

## REFERENCES - BUSINESS

1. John Colvin - Manager of Insurance and Insurance Manager. Enterprize Companies  
(713) 880-6500
2. Eugene Schields - Executive Vice President and Director, Zapata Companies - retired  
(713) 226-6000

CLIENTS - PAST AND PRESENT AND  
TYPE OF BUSINESS

1. John G. Holland Construction and Rolligon, Inc. - Tunneling, Sewer and Road contractor along with "off road" vehicle manufacturing.  
Contact "Jack" Holland, President  
(713) 495-1140
2. Hastings Truck and Equipment Company, Inc. - Aggregate Hauler and Equipment Leasings.  
Contact T. L. "Tommy" Hastings, President  
(713) 455-2375
3. Top Coat, Inc. - Marine Construction and demolition  
Contact Kenneth Hayes, President  
(409) 233-9559
4. Excello Circuits - Manufacturer of circuit boards  
Contact Ray Davis, President  
(713) 694-8131

## CLIENTS - CONTINUED

5. C. J. Wofford, Inc. - Independant Oil and Gas Operator Contact  
"Jack" Wofford, President  
(713) 932-0419
6. COD Concrete, Inc. - Redi-Mix Operator  
Contact Milton Koy, President  
(713) 783-4761
7. Landel, Inc. - manufacturer of overhead cranes  
Contact Tom Loffland, President  
(713) 445-2225

In no way is this list inclusive, if industry, type, size or trade group desired, please advise.

Thank you.



James P. Hancock III

Donald Mayo  
1706 Cedar Drive  
Richmond, Tx. 77469  
Home: 341-7367  
Bus.: 499-1669

E.V. Blissard  
Rt. 2, Box 61-L  
Richmond, Tx. 77469  
Home Ph: 342-3379

Ed Spivey  
9006 Cherry Springs  
Missouri City, Tx.  
Home Ph: 437-0613  
Bus. 499-4320

Sue P. Gaston  
3010 Cypress Pt. Dr.  
Missouri City, Tx. 77459  
Home Ph: 437-8951  
Bus. 437-8951

Jan Beatty  
423 Land Grant  
Richmond, Tx. 77469  
Home: 341-7182  
Bus: --

Cindy Grillo  
806 May Weather  
Richmond, Tx. 77469  
Home: 341-8221

Pat C. Roten  
3411 Glenn Lakes  
Missouri City, Tx. 77459  
Home: 499-5847

John Lockhart  
1702 Willow  
Richmond, Tx. 77469  
Home: 232-3345  
Bus : 232-9328

Mike Saenz  
P.O.Box 247-13301 Hwy. 6  
Stafford, Tx. 77477  
Home Ph: 431-2643

**National Association of Counties**

P.O. Box 7733 • Washington, D.C. 20044

National Association of Counties  
P.O. Box 7733 • Wash., D.C. 20044

00258

**INVOICE**

INVOICE NO. CMS8603

**INVOICE**

CMS FEE

14

COUNTY MEMBER SERVICE FEE FOR 12 MONTHS

BEGIN DATE

END DATE

03/31/86

03/31/87

42157

FORT BEND  
TX

42157 FORT BEND  
MR JODIE STAVINOH  
FORT BEND COUNTY JUDGE  
COURTHOUSE  
RICHMOND TX 77469

AMOUNT DUE \$1,830.00

AMOUNT DUE \$1,830.00  
INVOICE NO. CMS8603

RETAIN THIS PORTION

PLEASE DETACH & RETURN  
THIS STUB WITH REMITTANCE

15. CONSIDER APPROVAL OF CHANGE ORDER #1 IN THE AMOUNT OF \$55,947; PAY APPLICATION #1 IN THE AMOUNT OF \$20,244 TO STREET/PETERS CONSTRUCTION CO; AND ARCHITECT'S SUPERVISION FEE IN THE AMOUNT OF \$161.95 FOR PRECINCT #1 MAINTENANCE FACILITY:

Consider approval of change order #1 in the amount of \$55,947:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve change order #1 in the amount of \$55,947. (Recorded in minutes in full)

Pay application #1 in the amount of \$20,244 to Street/Peters Construction Co.; and Architect's supervision fee in the amount of \$161.95 for Precinct #1 maintenance facility:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve pay application #1 in the amount of \$20,244 to Street/Peters Construction Co. and Architect's supervision fee in the amount of \$161.95 for Precinct #1 maintenance facility. (Recorded in minutes in full)

Chris DiStefano discussed the change order.

16. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$2,207.51 TO SANDERS & SANDERS ASSOCIATES INC. FOR LIBRARY INTERIOR DESIGN SERVICES FOR DEC.:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve invoice in the amount of \$2,207.51 to Sanders & Sanders Associates Inc. for Library Interior Design Services for December. (Recorded in minutes in full)

17. ACCEPT DONATION OF INCUBATOR TO E.M.S. FROM FORT BEND COMMUNITY HOSPITAL AUXILIARY:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept donation of incubator to E.M.S. from Fort Bend Community Hospital Auxiliary.

Barbara Williams and Ann Foreman representing Fort Bend Community Hospital Auxiliary presented the incubator.

18. CONSIDER MUTUAL AID AGREEMENT WITH CITY OF HOUSTON RELATING TO E.M.S. SERVICES:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve mutual aid agreement with City of Houston as presented. (Recorded in minutes in full)

Daniel Kosler, EMS Director discussed the mutual aid agreement.

19. CONSIDER HOUSING AGREEMENT WITH CITY OF RICHMOND FOR PLACEMENT OF AN AMBULANCE AT THE RICHMOND FIRE STATION:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve the housing agreement with City of Richmond for placement of an ambulance at the Richmond Fire Station. (Recorded in minutes in full)

Daniel Kosler discussed the need for the ambulance at the Richmond Fire Station.

CHANGE 00260  
ORDER

AIA DOCUMENT G701

0030

OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

15

PROJECT: Ft. Bend County Precinct No. 1  
(name, address) Maintenance Facility  
Crabb, Texas

CHANGE ORDER NUMBER: One

TO (Contractor)

Street/Peters Construction Co., Inc.  
PO Box 218949  
Houston, TX 77218-8949

ARCHITECT'S PROJECT NO: 8504  
Construction of  
CONTRACT FOR: Ft. Bend Co. Precinct No. 1  
Maintenance Facility  
Crabb, Texas  
CONTRACT DATE: November 25, 1985

You are directed to make the following changes in this Contract:

- 1. Add chain link fence and gates as shown on Sheet A-1, and in accordance with Specification Section 10B, Part 2. A. 9. "Wire Fabric Fence"  
Add-----\$19,000.00
- 2. Add automotive service equipment as shown on Sheet A-5, and in accordance with Specification Section 11B, "Automotive Service Equipment"  
Add-----\$36,947.00

TOTAL THIS CHANGE ORDER-----\$55,947.00

The original Contract Sum was . . . . .	\$	396,653.00	.
Net change by previous Change Orders . . . . .	\$	-0-	.
The Contract Sum prior to this Change Order was . . . . .	\$	396,653.00	.
The Contract Sum will be (increased) (decreased) (unchanged) by this Change Order . . . . .	\$	55,947.00	.
The new Contract Sum including this Change Order will be . . . . .	\$	452,600.00	.
The Contract Time will be (increased) (decreased) (unchanged) by . . . . .		( )	Days.
The Date of Completion as of the date of this Change Order therefore is		June 8, 1986	.

CHRIS DI STEFANO & ASSOC., INC.	Street/Peters Const. Co., Inc.	COUNTY OF FORT BEND
ARCHITECT	CONTRACTOR	OWNER
2500 CityWest #2010	PO Box 218949	P.O. Box 368
Address	Address	Address
Houston, Texas 77042	Houston, TX 77218-8949	Richmond, TX 77469
BY <i>Chris DiStefano</i>	BY <i>Wayne Burke</i>	BY
DATE 1/7/86	DATE	DATE
	January 7, 1986	

ITEMS FOR COURT AGENDA:

0030

## INVOICE:

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: January 7, 1986

RE: PAYMENT APPLICATION #1 FROM CONTRACTOR  
SUPERVISION FEE ON #1 FROM ARCHITECT

PROJECT: FORT BEND COUNTY PRECINCT 1 MAINTENANCE FACILITY

Payment Application #1: \$20,244 Due Contractor  
Architect's Supervision: (20,244 x 4% x 20%)

DUE ARCHITECT: \$161.95

  
CHRIS DI STEFANO, AIA

cc: County Treasurer  
Commissioner Pct. 1

# APPLICATION AND CERTIFICATE FOR PAYMENT

A/A DOCUMENT G702

PAGE 1 OF 3

TO (Owner): Fort Bend County Commissioners Ct. PROJECT Fort Bend County  
 Fort Bend County Courthouse  
 Richmond, Texas 77469

APPLICATION NO: 1  
 PERIOD FROM: Inception  
 TO: 12-31-85

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

ATTENTION: Mr. Jodie Stavinocha  
 County Judge

CONTRACT FOR: Building Construction ARCHITECT'S  
 Precinct One Maintenance Facility PROJECT NO: 8504  
 Crabb, Texas

CONTRACT DATE: November 25, 1985

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, A/A Document G703, is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM \$ 396,653.00

Net change by Change Orders \$ -

CONTRACT SUM TO DATE \$ 396,653.00

TOTAL COMPLETED & STORED TO DATE \$ 21,309.00

RETAINAGE 5% \$ 1,065.00

TOTAL EARNED LESS RETAINAGE \$ 20,244.00

LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ -0-

CURRENT PAYMENT DUE \$ 20,244.00

State of TEXAS County of HARRIS  
 I, Douglas K Matthews 31 day of November 1985  
 My Commission expires 4/29/86

AMOUNT CERTIFIED \$ 20,244

Chris Pi Stephens 1-6-86

CHANGE ORDER SUMMARY		ADDITIONS	REDUCTIONS
Change Orders approved in previous months by Owner			
* TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

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 on which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is due to the

CONTRACTOR: Street/Peters Construction Co., Inc.

By: Wayne Brink Date: 12-31-85

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, I hereby certify that the Work shown on this Application for Payment is in accordance with the Contract Documents and that the Contractor is performing the Work in accordance with the Contract Documents and that the Contractor is performing the Work in accordance with the Contract Documents.



AIA Document C702, 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: 12-31-85  
 PERIOD FROM: Inception  
 TO: 12-31-85  
 ARCHITECT'S PROJECT NO: 8504

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED			G TOTAL COMPLETED AND STORED TO DATE D-E-F	H % C-C	I BALANCE TO FINISH C-C	J RETAINAGE
			Previous Applications	Work in Place This Application	Stored Materials not in D or E				
1A	Mobilization & Startup	5,800		5,800		5,800	100	0	290
1C	Testing Lab Allowance	1,000		400		400	40	600	20
2B	Structural Excavation	3,080				0	0	3,080	0
2C	Territe Treatment	1,200						1,200	
2E	Drilled Piers	7,396						7,396	
3A	Concrete Work	52,257						52,257	
4A	Masonry	12,000						12,000	
5A	Pre-Engineered Bldg.	74,415						74,415	
5B	Misc. Metals	8,150						8,150	
6A	Carpentry	4,500						4,500	
6B	Millwork & Toilet Part.	2,185						2,185	
7A	Caulking & Sealants	1,500						1,500	
7B	Insulation	6,000						6,000	
7C	DP & Flashing	1,300						1,300	
8A	Hollow Metal	4,795						4,795	
8B	Wood Doors & Alum. Frames	2,800						2,800	
8C,D	Glass & Glazing	2,300						2,300	
8E	Finish Hardware Allowance	3,000						3,000	
8F	Overhead Doors	16,450						16,450	
9A,B	Drywall & Acoustical Work	13,371						13,371	
9C,E	Paint & Wallcovering	10,538						10,538	
9D,G	Resilient Floor & Carpet	3,594						3,594	
9F	Ceramic Tile	3,150						3,150	
10A	Toilet Accessories	830						830	
10B	Lockers	3,160						3,160	
10B	Metal Shelving Allowance	2,000						2,000	
10B	Graphics Allowance	500						500	
10B	W.S. & T.H.	700						700	
10B	Wire Mesh Partitions	1,900						1,900	

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: 12-31-85

PERIOD FROM: Inception

TO: 12-31-85

ARCHITECT'S PROJECT NO: 8504

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		G TOTAL COMPLETED AND STORED TO DATE	H BALANCE TO FINISH (C-G)	I RETAINAGE
			Previous Applications	This Application Work in Place			
10C	Fire Extinguishers	500			0	500	0
11A	Kitchen Equipment	700			0	700	0
11B	Automotive Equipment	-0-			0	0	0
11C	Blinds	800			0	800	0
15A	Plumbing	26,350			0	26,350	0
15B	HVAC	18,050			0	18,050	0
16A	Electrical	42,816			0	42,816	0
17A	Job Supervision	18,950	3,400		3,400	15,550	170
17B	Job Overhead	32,756	5,849		5,849	26,907	292
17C	Bonds & Insurance Premiums	5,860	5,860		5,860	0	293

00264

396,653

21,309

21,309

5

375,344

1,065

Invoice No: 26

1/9 cc: Comm. Pustka  
Comm. Denham 00265  
Comm. Pressley  
Comm. Lutts

Sanders & Sanders Associates Inc  
Architecture • Interior Design  
2412 South Boulevard  
Houston, Texas 77098  
713 522-9733

Co. Treasurer  
Co. Clerk  
Co. Engineer

0030

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

Date: 1 January 1986

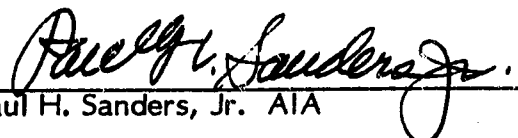
Re: Fort Bend County Library

Project No: 83011

For Professional Services during the month of December

Bidding Review & Recommendations	29 hrs. @ 75.00	\$2,175.00
	Expenses	32.51
	TOTAL	\$2,207.51

Fee Summary: 92% of \$75,000.00

  
Paul H. Sanders, Jr. AIA

November Past Due - \$1,166.24

00266

# 18

0030

INTERLOCAL COOPERATION  
AGREEMENT FOR EMERGENCY  
MEDICAL SERVICES

THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, for mutual aid emergency medical services is made on the Date of Countersignature herein specified, by and between the CITY OF HOUSTON, TEXAS, hereinafter referred to as "City"), a municipal corporation and home-rule city of the State of Texas situated principally in Harris County, Texas, and the COUNTY OF FORT BEND, TEXAS (hereinafter referred to as "County").

W I T N E S S E T H :

WHEREAS, from time to time situations arise demanding the combined efforts of two or more emergency medical services to provide service in the greater Houston area; and,

WHEREAS, the rapid, efficient and effective provision of these services, together with extra support made available if necessary through an interlocal agreement, is in the best interest of the citizens of both political subdivisions; and,

WHEREAS, the Texas Interlocal Cooperation Act, TEX.REV.CIV.STAT.ANN. art. 4413 (32c), authorizes and encourages entry into agreements by and between local political subdivisions for the provision of governmental functions and services and administrative functions; and,

WHEREAS, emergency medical services are within the scope of "governmental functions and services" as that term is defined by the Texas Interlocal Cooperation Act; and,

WHEREAS, the City of Houston and the County of Fort Bend are duly-constituted political subdivisions of this State, and as such are authorized contracting parties for the purposes set out above in TEX.REV.CIV.STAT.ANN. art. 4413 (32c); and,

WHEREAS, the City and County desire to enter into a mutual aid agreement for the provision of emergency medical services;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to all parties, it is agreed as follows:

## ARTICLE I

### Scope of Services

#### 1.01 -- Services in General.

The City and the County agree to render mutual emergency medical services aid and make available resources for such aid, providing that it is understood that the party rendering aid may withhold resources to the extent necessary to provide reasonable protection for the citizens within its jurisdiction or service area. Requests for mutual aid pursuant to this Agreement shall be made by and to the respective Fire Chief, emergency medical service administrator, or their designated representatives. It is understood that each party, while rendering aid under this agreement, shall retain the same powers, duties, rights, privileges and immunities as if it were performing its duties in the city or county in which it is normally employed or renders services. Response time for rendering aid under this Agreement shall be based upon existing operating procedures, plus necessary travel times.

#### 1.02 -- Standard of Services.

It is agreed that parties to this Agreement shall make requisite assurances that all service personnel have the certification, qualifications, skill and expertise to perform the scope of services to be rendered. Service personnel shall operate under their own existing operations protocols, and, in the absence of a physician, shall work under their own medical direction.

ARTICLE II.

Remuneration

2.01 -- Reimbursement for Services.

The City or County shall not be responsible for reimbursement for mutual aid emergency medical services rendered hereunder. All remuneration for such services shall be the responsibility of the patient(s) treated, or a third party, and shall be based upon usual costs assigned for that service.

2.02 -- Reimbursement for Costs.

Each party to this Agreement shall be responsible for its own costs and expenses.

ARTICLE III.

Liability

Any civil liability related to the furnishing of emergency medical services under this contract is the responsibility of the governmental unit which would be responsible for furnishing the services absent this Agreement. It is understood that liability to all parties is limited by existing laws covering medical personnel in performance of their duties in emergency situations.

ARTICLE VI.

Time of Performance

The term of this Agreement shall be from January 1, 1986, to December 31, 1986, and shall thereafter be automatically renewed for one year periods unless terminated.

ARTICLE V.

Termination

Any party to this Agreement shall have the right to terminate this Agreement upon thirty (30) days' written notice to the other party.

ARTICLE VI.

Laws, Statutes, and Ordinances

The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this Agreement.

\* \* \* \*

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of the Date of Countersignature by the City Controller of the City of Houston.

CITY OF HOUSTON, TEXAS  
("City")

FORT BEND COUNTY, TEXAS  
("County")

*Colby R. Tocco*  
\_\_\_\_\_  
Mayor of the City of Houston

*Julie E. Stavinola*  
\_\_\_\_\_  
County Judge

ATTEST/SEAL:

ATTEST/SEAL:

*[Signature]*  
\_\_\_\_\_  
City Secretary

*[Signature]*  
\_\_\_\_\_  
County Clerk

COUNTERSIGNED:

*[Signature]*  
\_\_\_\_\_  
City Controller

DATE OF COUNTERSIGNATURE:

February 05, 1986

APPROVED AS TO FORM:

*[Signature]*  
\_\_\_\_\_  
Assistant City Attorney

APPROVED:

APPROVED:

*[Signature]*  
\_\_\_\_\_  
Chief, Houston Fire Department

*[Signature]*  
\_\_\_\_\_  
Fort Bend County EMS

AMBULANCE HOUSING AGREEMENT  
CITY OF RICHMOND AND FORT BEND COUNTY

STATE OF TEXAS  
COUNTY OF FORT BEND

This agreement is made and entered into by and between the City of Richmond hereinafter called "City", and Fort Bend County, hereinafter called "County".

WITNESSTH:

The City and County, acting herein by and through their respective governing bodies, agree as follows:

1. The City will provide space for housing of one Fort Bend County Advance Life Support ambulance unit at the City's Fire Station located at 112 Jackson Street, Richmond, Texas.

2. The City will provide space for two Fort Bend County Emergency Medical Service Division personnel to be stationed at City Fire Station.

3. The County will provide one advance life support ambulance unit and two individuals to operate such unit, to be stationed and operated out of the City Fire Station. The individuals which operate such ambulance unit shall hold at least the rating of an emergency medical technician.

4. Such County ambulance unit shall continue to be a part of the County Emergency Medical Service Division and such unit stationed at City Fire Station shall be dispatched only through the County Emergency Medical Service Division.

5. The County Emergency Medical Service Division Shift Supervisor shall be responsible for and have authority over all County equipment and personnel at the City Fire Station. The City Shift Supervisor of City Fire Station shall be responsible for and have authority over all City buildings, equipment and personnel. The City Fire Chief and the County Emergency Medical Service Division Director shall jointly prepare rules and regulations governing in-house cleaning policies, sleeping arrangements, and other appropriate personnel rules applicable to County personnel.

6. The County agrees to make payment to the City for any cost incurred by the City in the implementation or operation of the terms of this agreement.

7. The County agrees to indemnify and hold harmless the City from and against any liability or loss, as set forth in article 2351a-10.

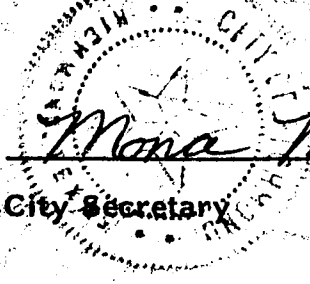
8. This agreement shall continue in full force and effect until such time as the parties hereto may mutually agree by written resolution to terminate it, provided, however, City or County may terminate this agreement by giving thirty (30) days written notice of intention to do so to the other party.

In Witness Hereof, City and County have respectively caused this agreement to be duly executed this 13 day of January 1986.



ATTEST:

CITY OF RICHMOND

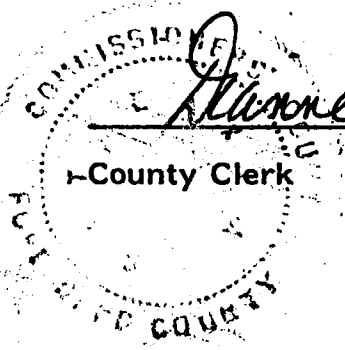


Mona Matak  
City Secretary

By Thelma B. Moore  
Mayor

ATTEST:

FORT BEND COUNTY



Blaine Wilson  
County Clerk

By Jodi E. Thomsen  
County Judge

20. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$96,890 TO WARRIOR CONSTRUCTORS INC. ON LIBRARY PROJECT:

0030

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve invoice in the amount of \$96,890 to Warrior Constructors Inc. on library project.  
(Recorded in minutes in full)

21. ADVERTISE FOR BIDS FOR ASPHALT DISTRIBUTOR WITH TRUCK:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for asphalt distributor with truck with or without trade in.

22. CONSIDER INTERLOCAL AGREEMENTS BETWEEN FORT BEND COUNTY AND VARIOUS SCHOOL DISTRICTS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Interlocal Agreements between Fort Bend County and the following school districts: (Recorded in minutes in full)

NEEDVILLE I.S.D. (road maintenance & improvements)  
KENDLETON I.S.D. (road maintenance & improvements)

23. CONSIDER APPLICATION FROM FORT BEND TELEPHONE CO. TO LAY CABLE CROSSING WARNECKE RD. IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Fort Bend Telephone Co. to lay cable crossing Warnecke Rd. in Precinct 2.  
(Recorded in minutes in full)

24. CONSIDER FORT BEND COUNTY OFFICE TELEPHONE LISTINGS IN VARIOUS TELEPHONE DIRECTORIES:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve listing as presented with corrections. (Recorded in minutes in full)

25. MEET IN CLOSED SESSION TO DISCUSS LITIGATION AND PERSONNEL AS AUTHORIZED BY ARTICLE 6252-17, SECTION 2 (E) & (G), V.T.C.S.:

Met in Closed Session.

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

Accept resignation of Vehicle Maintenance Supervisor Phillip W. Crosby, effective January 21, 1986.

A public notice concerning a public meeting on January 22, 1986 at 6:00 p.m. was read into the minutes to explain FEMA flood plain map.

27. 1:30 P.M.- OPEN BIDS FOR ONE TRAILER TYPE PORTABLE OFFICE BUILDING, NOT MORE THAN 12 FEET WIDE NOR LESS THAN 50 FEET LONG. \$ AVAILABLE: \$7500.00:

The following bid was presented to Commissioners' Court for review:

A) BASE MATERIALS \$7,200.00

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO

TO (Owner): Fort Bend County  
Commissioners Court

PROJECT: FORT BEND COUNTY LIBRARY  
Richmond, Texas

APPLICATION NO: 809-21  
PERIOD FROM: 12-1-85  
TO: 1-3-86

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.

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 ..... \$ 6,736,689.00  
(Column G on G703)

RETAINAGE ..... % ..... \$ 467,391.00  
or total in Column I on G703

TOTAL EARNED LESS RETAINAGE ..... \$ 6,269,298.00

LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 6,167,309.00

CURRENT PAYMENT DUE ..... \$ 101,989.00

State of: \_\_\_\_\_ County of: Fort Bend  
Subscribed and sworn to before me this 3 day of Jan, 19 86  
Notary Public: Shawn J. Kistner  
My Commission expires: June 1988

AMOUNT CERTIFIED ..... \$ 96,990.00  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:  
By: Donald W. Williams Date: Jan 8, 1986

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

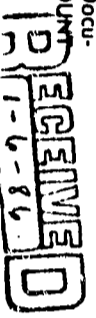
The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: WARRIOR CONSTRUCTORS, INC.

By: Donna Q. Brack Date: 1-3-86

## 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.



AIA Document C702, 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 WORK COMPLETED			G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-I)	J RETAINAGE
			Previous Applications	This Application Work in Place	Stored Materials (not in D or E)				
BP-1	Sitework	391,786	391,786	-0-	-0-	391,786	100	-0-	19,541
BP-2	Structural	1,414,129	1,414,129	-0-	-0-	1,414,129	100	-0-	21,212
BP-3	Precast & Granite	997,843	994,109	-3,734	-0-	997,843	100	-3,734	99,784
BP-4	Interiors	450,880	441,271	3,826	-0-	445,097	99	5,783	44,510
BP-5	Architectural Woodwork	169,000	157,008	11,992	-0-	169,000	100	-0-	16,900
BP-6	Insulation	27,000	27,000	-0-	-0-	27,000	100	-0-	2,700
BP-7	Roofing	133,800	133,800	-0-	-0-	133,800	100	-0-	13,380
BP-8	Glazing..w/Alt. #1	688,176	677,210	10,966	-0-	688,176	100	-0-	68,818
BP-9	Plaster	98,390	98,390	-0-	-0-	98,390	100	-0-	9,839
BP-10	Drywall	162,995	162,995	-0-	-0-	162,995	100	-0-	16,300
BP-11	Tile	32,820	32,820	-0-	-0-	32,820	100	-0-	3,282
BP-12	Acoustical	104,204	103,162	-0-	-0-	103,162	99	1,042	10,316
BP-13	Flooring	164,930	133,872	31,058	-0-	164,930	100	-0-	16,493
BP-14	Painting	37,076	29,661	3,707	-0-	33,368	90	3,708	3,337
BP-15	Elevators	111,802	111,802	-0-	-0-	111,802	100	-0-	11,180
BP-16	Heat, Vent., & A/C	468,428	463,744	4,684	-0-	468,428	100	-0-	46,843
BP-17	Plumbing	145,695	145,062	633	-0-	145,695	100	-0-	14,570
BP-18	Electrical	474,436	463,486	-0-	-0-	463,486	98	10,950	46,349
	Testing Lab Allowance	19,472	20,373	-0-	-0-	20,373	100	(901)	2,037
	Subtotals	6,092,862	6,001,630	70,600	-0-	6,072,280		20,582	467,891

274

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 WORK COMPLETED			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	Stored Materials (not in D or E)			
	General Conditions	375,942	306,935	34,257	-0-	341,192	34,750	
	Bond, OP, AGC & B/R	67,097	64,113	-0-	-0-	64,113	2,984	
	Subtotal	6,535,901	6,372,728	104,857	-0-	6,477,585	58,316	467,391
	FEE 4%	259,507	254,910	4,194	-0-	259,104	403	
	Subtotal	6,795,408	6,627,638	109,051	-0-	6,736,689	58,719	467,391

00276

WARRIOR CONSTRUCTORS, INC.

ESTIMATE #809-21

DATE 1-3-86

LABOR

<u>KEY PAYROLL</u>	<u>AMOUNT</u>	
KEY LABOR	4,558.34	
<u>NON-UNION PAYROLL</u>		
FIELD OFFICE	-0-	
	<u>4,558.34</u>	
24% INSURANCE & TAXES	1,094.00	
24.8% FRINGE BENEFITS	<u>1,130.47</u>	
TOTAL KEY & NON-UNION PAYROLL		<u>6,782.81</u>
<u>FIELD PAYROLL</u>		
<u>WEEK ENDING</u>	<u>AMOUNT</u>	
12-4-85	1,056.40	
12-11-85	1,376.40	
12-18-85	1,126.40	
12-25-85	1,106.40	
1-1-86	576.40	
	<u>5,242.00</u>	
24% INSURANCE & TAXES	1,258.08	
UNION BENEFITS - ATTACHED	<u>941.84</u>	
TOTAL FIELD PAYROLL		<u>7,441.92</u>
TOTAL PAYROLL		<u><u>14,224.73</u></u>

MATERIAL

<u>DATE</u>	<u>INVOICE #</u>	<u>VENDOR</u>	<u>AMOUNT</u>
12-22-85	2056824953	AT&T Information Systems	54.75
12-11-85	104268	Blackmon-Mooring Steamatic, Inc.	1,282.00
12-2-85	44723	CWD Waste Systems, Inc.	150.00
12-16-85	04510	CWD Waste Systems, Inc.	300.00
12-13-85	-	Entex	10.32
12-9-85	-	Glenn's Exxon Service Station	157.36
12-30-85	02559	Harris County Oil Co.	115.50
12-18-85	12684	Houston Elevator Co.	105.00
12-12-85	-	HL&P	81.47
12-12-85	-	HL&P	6,538.39
11-26-85	001	Mary's Commercial Cleaning Service	2,000.00
1-2-85	002	Mary's Commercial Cleaning Service	4,800.00
12-27-85	9807	Mr. Hardware	7.88
1-3-86	#34	Petty Cash	22.14
11-29-85	-	Southwestern Bell Telephone	240.67
12-5-85	-	Southwestern Bell Telephone	26.22
12-12-85	7482	Twin City Business-Machines	9.36
12-20-85	-	The Warrior Group, Inc.	200.00
12-23-85	-	The Warrior Group, Inc.	200.00
11-6-85	30668	Wessendorff Lumber Co.	4.05
11-21-85	31120	Wessendorff Lumber Co.	16.20
12-12-85	31773	Wessendorff Lumber Co.	1.90
12-13-85	31794	Wessendorff Lumber Co.	2.03
		<b>TOTAL</b>	<b>16,325.24</b>

00278

# WARRIOR CONSTRUCTORS, INC.

PETTY CASH REIMBURSEMENT REQUEST NO. 34

PROJECT FBCL - 809

DATE 1.3.86

(PETTY CASH TICKETS ARE TO BE LISTED HEREON AND ATTACHED TO THE WHITE COPY IN THE ORDER LISTED.)

	VENDOR	DESCRIPTION	COST	CODE	AMOUNT
1	Harvey Kidds 66	State Inspection	300-01	500	10.50
2	Korner Pantry	Toilet Paper	100-39	500	1.99
3	" "	" "	100-39	500	1.99
4	U.S. Postal Service	Postage	100-39	500	7.66
5					
6					
7					
8					
9					
0					
1	<u>Reimbursable</u>				
2					
3					
4					
5					
6					
7					
8					
9					
0					
1					
2					
TOTAL AMOUNT OF REIMBURSEMENT CHECK NO. _____					22.14

AMOUNT OF PETTY CASH FUND \$ 129.11 SEND TO James A. Gersch

PREPARED BY: [Signature] AMOUNT THIS REIMBURSEMENT \$ 22.14 ADDRESS 9625 Cedardale

APPROVED BY: [Signature] BALANCE ON HAND \$ 106.97 Heuston, Tx 77055



EQUIPMENT RENTOUTSIDE RENT

<u>DATE</u>	<u>INVOICE #</u>	<u>VENDOR</u>	<u>AMOUNT</u>
11-29-85	60034	Aztec Rental Center, Inc.	294.90
12-10-85	251251	Aztec Rental Center, Inc.	333.90
12-11-85	314042	Aztec Rental Center, Inc.	333.90
12-16-85	72453	Chem-Can Company, Inc.	60.00
11-22-85	119052	F. W. Gartner Co.	99.00
12-20-85	2019-12-85	Jerdon Construction Co.	413.36
11-26-85	9363	Taylor Rental Center	144.16
11-26-85	9430	Taylor Rental Center	19.61
TOTAL OUTSIDE RENT			<u>1,698.83</u>
COMPANY EQUIPMENT -			<u>2,008.00</u>
TOTAL RENT			<u><u>3,706.83</u></u>

0030

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
KENDLETON INDEPENDENT SCHOOL DISTRICT

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and Kendleton Independent School District, hereinafter referred to as "District".

WHEREAS, the District desires the County's assistance in the maintenance, repair and construction of streets, roads, and drainage within the jurisdictional limits of District;

WHEREAS, the governing body of the District has duly authorized this agreement;

WHEREAS, the County desires to assist the District in the maintenance, repair and construction of streets, roads, and drainage within the jurisdictional limits of said District;

WHEREAS, the governing body of said County 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 and District mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the jurisdictional limits of District upon written notice by the Superintendent of the District to the County Commissioner within whose precinct said streets, roads and drainage are located.
2. The letter from the Superintendent of the District shall set forth the following:
  - a. Describe in detail the street, road and/or drainage the District desires the County's assistance on and describe in detail the work the District desires the County to perform.

- b. The approximate time the District desires the County to commence and the approximate time the District desires the County to complete the work.
  - c. That the District has current revenue funds available to pay the County for any and all materials used pursuant to the request.
  - d. That the District agrees to pay for any and all materials used by the County pertaining to the request.
3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road and/or drainage is located, will review and consider the request, and if equipment and manpower are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads and/or drainage, the County may, at its sole discretion, make arrangements to assist the District, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.
  4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the District, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.
  5. The District agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the District harmless and indemnify the District from all costs incurred.
  6. The District agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage

- 7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
- 8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 198\_\_\_, and must be renewed annually thereafter.
- 9. 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 21<sup>st</sup> day of December, 1985.

Kendleton Independent School District

*[Signature]*  
Chairman of Trustees

ATTEST:

*[Signature]*  
Secretary

SIGNED this 13 day of January, 1986.

County of Fort Bend

*[Signature]*  
County Judge

ATTEST:

*[Signature]*  
County Clerk

THE STATE OF TEXAS       §  
COUNTY OF FORT BEND     §

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
NEEDVILLE INDEPENDENT SCHOOL DISTRICT

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and Needville Independent School District, hereinafter referred to as "District".

WHEREAS, the District desires the County's assistance in the maintenance, repair and construction of streets, roads, and drainage within the jurisdictional limits of District;

WHEREAS, the governing body of the District has duly authorized this agreement;

WHEREAS, the County desires to assist the District in the maintenance, repair and construction of streets, roads, and drainage within the jurisdictional limits of said District;

WHEREAS, the governing body of said County 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 and District mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the jurisdictional limits of District upon written notice by the Superintendent of the District to the County Commissioner within whose precinct said streets, roads and drainage are located.
2. The letter from the Superintendent of the District shall set forth the following:
  - a. Describe in detail the street, road and/or drainage the District desires the County's assistance on and describe in detail the work the District desires the County to perform.

- b. The approximate time the District desires the County to commence and the approximate time the District desires the County to complete the work.
  - c. That the District has current revenue funds available to pay the County for any and all materials used pursuant to the request.
  - d. That the District agrees to pay for any and all materials used by the County pertaining to the request.
3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road and/or drainage is located, will review and consider the request, and if equipment and manpower are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads and/or drainage, the County may, at its sole discretion, make arrangements to assist the District, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the District, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.
5. The District agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the District harmless and indemnify the District from all costs incurred.
6. The District agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage

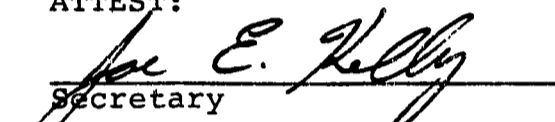
7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.
9. 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 18 day of December, 1985.

Needville Independent School District

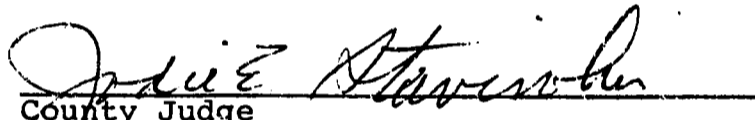
  
Chairman of Trustees

ATTEST:

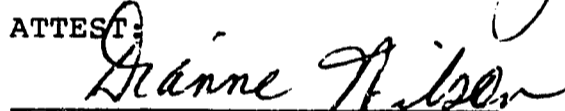
  
Secretary

SIGNED this 13 day of January, 1986.

County of Fort Bend

  
County Judge

ATTEST:

  
County Clerk

0030

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 10 day of January, 19 86, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Company dated January 3, 1986, permit no. 80723 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 30 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 Stanley L. Kuchel  
COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume 30 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Eida 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, CONDUIT AND/OR POLE LINE  
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY  
(To be Submitted in Quintuplicate)

00288

TO COUNTY OF FORT BEND

PRECINCT NO. 2

PERMIT NO. 80723

Formal notice is hereby given that Fort Bend Telephone Company, proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, 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
Warncke Road	: 2601' northeast of Thuesen	: 60'	: 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

Bore under Warncke Road, approximately 2601 feet northeast of Thuesen Road. Cable  
is to have minimum <sup>48</sup>~~30~~ inches cover.

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: Fort Bend Telephone Co.

AGENT and/or OWNER

(accessible 24 hrs/day, 7 days/week)

Mike Smerek  
(Signature)

NAME & TITLE Mike Smerek Engineer  
(Please Print)

DATE: January 3, 1986

ADDRESS P. O. Box 1127  
(Street/P.O. Box)

Rosenberg, TX 77471  
City State Zip

TELEPHONE NO: 342-4651

FORT BEND COUNTY OF

8AM to 5 PM Service on Switchboard - Monday through Friday

0030

FORT BEND COUNTY-----342-3411

ADMINISTRATIVE COORDINATOR--500 Jackson, Ric-----342-3411

ADULT PROBATION--118 Legion Drive, Ric-----342-2761

AMBULANCE

Administrative and Non-Emergency--4336 Highway 36, Ros-----342-7233

Emergency Only-----342-2100

Emergency Only-----1-800-833-8382

ANIMAL CONTROL--2720 Blume, Ros-----342-1512

After 5:00 PM and weekends-----342-6116

AUDITOR--500 Jackson, Ric-----342-3411

BAIL BOND BOARD--401 South 3rd, Ric-----342-3411

BUILDING MAINTENANCE--500 Jackson, Ric-----342-3411

CHILD SUPPORT--401 South 3rd, Ric-----342-3411

COMMISSIONERS

Commissioner Pct. No. 1, Johnnie Pustka

Office--2801 FM 2218, Ric-----342-4513

Road and Bridge Maintenance-----342-2171

Commissioner Pct. No. 2, East End, Ben Denham

Office and Road & Bridge Maintenance--400 1/2 Coen Road, Arcola-----431-0555

West End, Ben Denham

Office and Road & Bridge Maintenance--9110 Long, Needville-----342-0508

Or----- (409) 793-4775

Commissioner Pct. No. 3, Alton B. Pressley

Office and Road & Bridge Maintenance--1809 Eldridge Road, Sugar Land--494-9076

Commissioner Pct. No. 4, Bob Lutts

Office and Road & Bridge Maintenance--8100 FM 359 South, Fulshear-----346-1432

CONSTABLES

Constable Pct. No. 1, Henry Hejl--118 Legion, Ric-----342-2761

Or-----342-8533

Constable Pct. No. 2, W. C. Todd II--8821 Main, Needville-----341-5582

Or----- (409) 793-3700

Constable Pct. No. 3, Robert Parker--1514 Parkway, Sugar Land-----491-7226

Constable Pct. No. 4, Richard Pring--1221 Eldridge, Sugar Land-----242-4014

COUNTY CLERK, DIANNE WILSON--301 Jackson, Ric-----342-3411

COUNTY COURT AT LAW

Judge Thomas Culver III--500 Jackson, Ric-----342-3411

COUNTY JAIL, GUS GEORGE, SHERIFF--1410 Ransom Road, Ric-----342-6116

COUNTY JUDGE, JUDGE STAVINOHA--500 Jackson, Ric-----342-3411

00290

COUNTY TREASURER, KATHY HYNSON--500 Jackson, Ric-----342-3411

DATA PROCESSING--500 Jackson, Ric-----342-3411

DISTRICT ATTORNEY, BILL MEITZEN--500 Jackson, Ric-----342-3411  
After 5:00 PM and weekends-----342-0577

DISTRICT CLERK, IRENE WLECZYK--500 Jackson, Ric-----342-3411

DISTRICT COURTS

District Court No. 240  
Judge Charles Dickerson--500 Jackson, Ric-----342-3411

District Court No. 268  
Judge A. Reagan Clark--500 Jackson, Ric-----342-3411

District Court No. 328  
Judge Thomas Stansbury--500 Jackson, Ric-----342-3411

DRAINAGE DISTRICT

Drainage Office--3407 Avenue F. Ros-----342-2863

Maintenance Yard--6400 Homestead Road, Ros-----232-6081  
Or-----342-0141

County Engineer--3403 Avenue F. Ros-----342-2863

EMERGENCY MANAGEMENT, OFFICE OF--1809 Eldridge Road, Sugar Land-----491-8917  
Emergency Operation Center--307 Fort Street, Ric-----342-4274

EXTENSION SERVICE

County Extension Agent--1436 Band Road, Ros-----342-3034

Home Economics--1436 Band Road, Ros-----232-7661

4H and Youths--1436 Band Road, Ros-----232-4591

Entomologists--1436 Band Road, Ros-----232-2222

FAIRGROUNDS--4310 Highway 36, Ros-----342-6171

FIRE MARSHAL--307 Fort Street, Ric-----342-7359

HEALTH DEPARTMENT

Nursing Division--3409 Avenue F, Ros-----342-6414

Environmental Sanitation--3409 Avenue F, Ros-----342-7469

JUSTICE OF THE PEACE

Justice of the Peace Pct. No. 1  
Judge Mary Ward--118 Legion Drive, Ric-----342-2761

Justice of the Peace Pct. No. 2, Place 1  
Judge George Molina--4169 Highway 521, Fresno-----431-0000

*JUSTICE OF THE PEACE PCT NO 2, PLACE 2*  
Place 2, Judge Gary Fredrickson--9105 Main, Needville-----342-7807  
Or----- (409) 793-3403

Justice of the Peace Pct. No. 3  
Judge Robert Stahl--13401 Southwest Freeway, Sugar Land-----494-7169

Justice of the Peace Pct. No. 4  
Judge James C. Adolphus--939 Eldridge Road, Sugar Land-----491-1814  
Or-----491-6016

JUVENILE PROBATION AND DETENTION--301 Fort Street, Ric-----341-4423

## LIBRARY

Main--1001 Golfview, Ric-----342-4455

Needville Branch--9230 Gene Street, Needville----- (409) 793-4270

Stafford Branch--320 Dulles Avenue, Stafford-----491-8086

MENTAL OUTREACH CLINIC--1601 Main, Room B06, Ric-----342-6384

PERSONNEL--500 Jackson, Ric-----342-3411

PURCHASING--500 Jackson, Ric-----342-3411

SANITARY LANDFILL--330 Klauke Road, Ros-----342-1288

SHERIFF DEPARTMENT, GUS GEORGE, SHERIFF--1410 Ransom Road, Ric

Emergency-----342-6116

Hearing Impaired-----342-0837

Detention Bureau-----341-4617

Information-----341-4665

Administration-----341-4615

Long Distance Only (Toll Free)-----1-800-341-6116

## TAX ASSESSOR/COLLECTOR, MARSHA GAINES

Fort Bend County Courthouse--500 Jackson, Ric-----342-3411

Needville Substation--9110 Long, Needville----- (409) 793-3411  
Or-----342-0508

Sugar Land Substation--1514 Parkway Blvd., Sugar Land-----242-4311

VEHICLE MAINTENANCE--1410 Ransom Road, Ric-----342-6134  
Or-----232-7108

VETERAN'S SERVICE--401 South 3rd Street, Ric-----342-3411

WELFARE--401 South 3rd Street, Ric-----342-3411

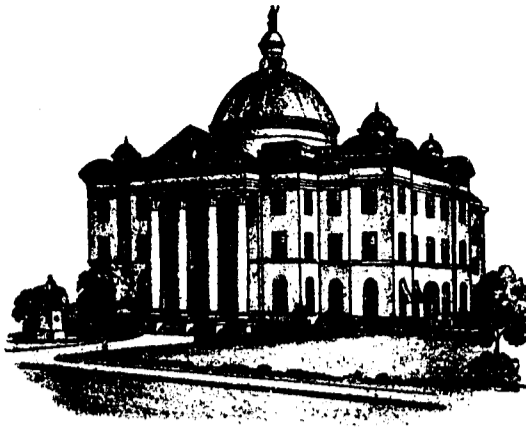
## FORT BEND COUNTY INFORMATION

ALL NUMBERS NOT LISTED ABOVE-----342-3411

00292

26

0030



STATE OF TEXAS  
**COUNTY OF FORT BEND**

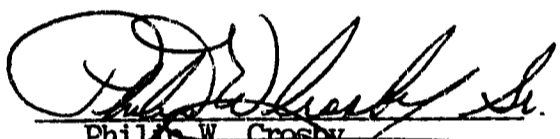
OFFICE OF  
**PHILIP W. CROSBY SR.**  
VEHICLE MAINTENANCE SUPERVISOR

P.O. BOX 971  
RICHMOND, TEXAS 77469  
(713) 342-6134

December 13, 1985

TO: Commissioners Court  
FROM: Philip W. Crosby  
SUBJECT: Resignation

Please accept my resignation effective January 21, 1986.

  
Philip W. Crosby

PUBLIC NOTICE

0030

On June 21, 1984, Fort Bend County appealed the preliminary Flood Insurance Study and the Flood Insurance Rate Map for Fort Bend County.

Fort Bend County has recently received the revisions that F.E.M.A. has determined should be made to the maps. These can be seen at the County Judge's office, at the offices of the four County Commissioners of Fort Bend County and at the County Engineer's office.

Fort Bend County has 30 days to voice either agreement or disagreement with the revised maps. On January 22, 1986, at 6:00 P.M. there will be a meeting held in the Commissioners' Courtroom at the Fort Bend County Courthouse Annex to hear any comments from the public regarding the accuracy of these maps. The maps will be available on that evening or before the meeting at the places listed above.

Signed:  
Jodie E. Stavinoha  
County Judge of Fort Bend County

0030

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner Pressley absent for vote, the Commissioners' Court accept the low bid from BASE MATERIALS INC. for used trailer type portable office building in the amount of 7,220.00, the court further finds that bid meets all specifications. (Recorded in minutes in full)

28. OPEN BIDS FOR 24 OR MORE NEW AUTOMOBILES (BID #86-3):

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

- A) A.C. COLLINS FORD
- B) DUB MILLER FORD
- C) EAST BERNARD
- D) HELFMAN FORD
- E) JOE HUBENAK CHEV.
- F) MORT HALL FORD
- G) GALLERIA AREA FORD
- H) MAC HAIK FORD
- I) GILMAN DODGE
- J) LAWRENCE MARSHALL CHEV

RECESS:

Commissioners' Court recessed at 12:18 p.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

29. ADJOURNMENT:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Pressley absent for vote, it is ordered that Commissioners' Court be adjourned at 2:15 p.m., Monday, January 13, 1985.



BID ITEM: TRAILER, PORTABLE BUILDING

00295

BID NUMBER: 86-2

0030

VENDORS NOTIFIED BY LETTER

COMPANY

SUBMITTED

CARY-WAY BUILDINGS

No Bid

GELCO SPACE

MOBILE MODULAR

MODULAR SPACE CORP.

MORGAN BUILDINGS

SPACE-CO

BASE MATERIALS

\$ 7220.00

00296

BID ITEM: 24 OR MORE NEW AUTOMOBILES

BID NUMBER: 86-3

0030

VENDORS NOTIFIED BY LETTER

COMPANY

PRICE BID SPEC #3

A.C. COLLINS FORD ✓

\_\_\_\_\_ ✓

ARCHER CHRY-PLY

\_\_\_\_\_

BOB ROBERTSON CHEV.

\_\_\_\_\_

CHUCK DAVIS CHEV.

\_\_\_\_\_

CHUCK MILLER FORD

\_\_\_\_\_

DOUG RUSSEL CHEV., INC.

\_\_\_\_\_ ✓

DUB MILLER FORD ✓

\_\_\_\_\_ ✓

EAST BERNARD FORD ✓

\_\_\_\_\_ ✓

GEORGE PHARIS CHEV., INC.

\_\_\_\_\_

HARRY SHANKS CHEV.

\_\_\_\_\_

HELPMAN FORD ✓

\_\_\_\_\_ ✓

JIMMY GREEN CHEV.

\_\_\_\_\_

JOE CAMP FORD

\_\_\_\_\_

JOE HUBENAK CHEV., INC. ✓

\_\_\_\_\_ ✓

KNAPP CHEV.

\_\_\_\_\_

LAMARQUE FORD OF TEXAS, INC.

\_\_\_\_\_

LEBLANC-WALDROP CHRY-PLY

\_\_\_\_\_

MORT HALL FORD ✓

\_\_\_\_\_ ✓

MCMILLAN FORD

\_\_\_\_\_

RUSSEL & SMITH FORD

\_\_\_\_\_

RON CRAFT CHEV., INC.

\_\_\_\_\_

SAN JACINTO FORD

\_\_\_\_\_

SOUTH LOOP FORD

\_\_\_\_\_

*Galleria Area Ford ✓*

\_\_\_\_\_ ✓

*Mac Hair Ford ✓*

\_\_\_\_\_ ✓

GILMAN DODGE ✓

\_\_\_\_\_ ✓

*Laurence Marshall chev ✓*

\_\_\_\_\_ ✓

AGENDA  
FORT BEND COUNTY COMMISSIONERS COURT  
COURTHOUSE ANNEX, RICHMOND, TEXAS  
REGULAR SESSION  
MONDAY, JANUARY 20, 1986  
9:00 O'CLOCK A.M.

00297

0030

1. Approve minutes of meeting of January 13, 1986.
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. Review fee officers' monthly reports.
6. Approve County Treasurer's quarterly report.
7. Mrs. Carolyn Conrad, County Librarian, re: request to advertise for bids for library books.
8. Sheriff Gus George, re: request resolution in support of application for H-GAC grant for Special Crimes Unit.
9. Consider approval of invoice in the amount of \$5,233.84 to H-GAC for 1986 membership dues.
10. Consider approval of interlocal agreements between Fort Bend County and Fayette, Wharton, Calhoun, Lavaca, Goliad & Austin Counties for the housing of juveniles.
11. Consider requesting payment of \$81,659.50 from Mainland Savings on Irrevocable Standby Letter of Credit #15-003619-4 for failure of developer of Chelsea at Mission Bend Subdivision in Precinct 3 to comply with Fort Bend County Subdivision Policy.
12. Consider requesting payment of \$16,000 from Mainland Savings on Irrevocable Standby Letter of Credit No. 14-003618-6 for failure of developer of Chelsea at Mission Bend Subdivision in Precinct 3 to comply with Fort Bend County Subdivision Policy.
13. Consider application from Houston Lighting & Power to install aerial crossing on Blew, Canal, & Precinct Roads in Precinct 3.
14. 10:00 a.m. - Hold public hearing for declaring all County-maintained roads as official County roads.
15. Consider awarding bids on automobiles & data processing equipment.
16. Discuss and approve Fort Bend County Employee's Performance Review.
17. Consider adjusting salary budget of County Treasurer & Justice of the Peace, Precinct #1, to bring two employees to minimum of their pay grade.
18. 1:15 p.m. - Drainage District Board will convene. (Separate agenda filed)
19. 2:30 p.m. - Make inspection of George Memorial Library.
20. Consider payment to Ronald Wedemeyer, Architect for library project.
21. Approve bills
22. Adjournment.

**FILED FOR RECORD**

JAN 16 1986

*James 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, January 16, 1986 at 2:45 p.m. by J. Hardy.

00298

AGENDA  
FORT BEND COUNTY DRAINAGE DISTRICT BOARD  
COURTHOUSE ANNEX, RICHMOND, TEXAS  
MONDAY, JANUARY 20, 1986  
1:15 O'CLOCK P.M.

0030

1. Mr. John Mickelson, re: presentation of Clear Creek report.
2. Representatives of Fort Bend County Farm Bureau, re: discussion of procedure of 2-4-D application.
3. Consider approval of contract and scope of work for the Fort Bend County Drainage Master Plan.
4. Consider acceptance of a temporary construction easement along Dry Creek at the Bryan Tract.
5. Discuss monthly Drainage District report.
6. Adjournment.

FILED FOR RECORD

~~THE~~ ~~1:35~~ ~~PM~~

JAN 16 1986

*Deane Wilson*  
County Clerk, Fort Bend Co., Tex.

*Jodie E. Stavinoha*  
Jodie E. Stavinoha, Chairman 92

I certify that the above agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, January 16, 1986 at 2:45 p.m. by M. Lindsey

ADDENDUM TO AGENDA  
OF MONDAY, JANUARY 20, 1986

FORT BEND COUNTY COMMISSIONERS COURT  
COURTHOUSE ANNEX, RICHMOND, TEXAS  
9:00 O'CLOCK A.M.

The following item(s) should be added to the Commissioners Court agenda of Monday, January 20th:

ADVERTISE FOR BIDS FOR SALE OF SAND & CLAY AT FORT BEND COUNTY LANDFILL.

**FILED FOR RECORD**  
~~FILED~~ ~~FOR~~ ~~RECORD~~ ~~BY~~ ~~8:58~~ ~~PM~~

JAN 17 1986

*Quinn 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 & glass panels, Courthouse Annex, Richmond, Texas on Thursday, January 16, 1986 at 9:00 a.m. by *N. Landry*.

## REGULAR SESSION

0030

BE IT REMEMBERED That on this 20TH day of JANUARY, 1986 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 JANUARY 20, 1986:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of meeting of January 13, 1986 with corrections.

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to delete #12 from January 13, 1986 minutes and approve minutes as presented.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve out-of-town travel request for the following county personnel: (Recorded in minutes in full)

COMMISSIONER #1,2,3 & 4  
 COUNTY JUDGE  
 COUNTY TREASURER  
 JUVENILE PROBATION  
 COMMISSIONER PRECINCT #3

5. REVIEW FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, 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)

6. APPROVE COUNTY TREASURER'S QUARTERLY REPORT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve County Treasurer's quarterly report as presented. (Recorded in minutes in full)

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 1/21/86

Date of Return 1/22/86

Purpose of Trip: 1 day conference

Places to be Visited: Austin

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

1/14/86  
Date

Kathy Wynson  
Name  
County Treasurer  
Title

\*\*\*\*\*

Approved: Commissioners' Court  
J. Mavroha  
County Judge

1-20-86  
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:

Dois Frederick

O. L. Sheard

Glen Crocker

Period: Date of Departure 2-26-86

Date of Return 2-28-86

Purpose of Trip: Construction inspection - concrete

Places to be Visited: Austin

Mode of Transportation  
(State whether by personal auto, airline, etc.) Precinct 3 vehicle

Allen B. Prusky  
Name

Commissioner  
Title

1/14/86  
Date

\*\*\*\*\*

Approved: Commissioners' Court

J. Stevenson  
County Judge

1-20-86  
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:

Dois Frederick

O. L. Sheard

Glen Crocker

Period: Date of Departure ~~XXXXXX~~ 2-17-86

Date of Return 2-19-86

Purpose of Trip: Public Works Short course

Places to be Visited: Texas A & M College Station

Mode of Transportation (State whether by personal auto, airline, etc.) Pct. #3 Vehicle

1-16-86

Date

ARB Pinsky

Name

Co Comm Pct #3

Title

\*\*\*\*\*

Approved: Commissioners' Court

J. Stavinoha  
County Judge

1-20-86

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

+ Commissioners

Period: Date of Departure February 25, 1986

Date of Return February 27, 1986

Purpose of Trip: 28th Annual County Judges & Commissioners Conference at Texas A&M

Places to be Visited: College Station, Texas

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

1-15-86

Date

County Judge

Title

Approved: Commissioners' Court

J. Stavinoha  
County Judge

1-20-86  
Date

County of Fort Bend

Travel Authorization

00305  
FUNDS  
Available in Dept.  
Course free  
w/Discount living  
Arrangements

TO: COMMISSIONERS COURT

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

DeAnn Fox

Period: Date of Departure 1-19-86

Date of Return 1-24-86

Purpose of Trip: Basic Probation Officer's Training for Certification

Places to be visited: Sam Houston State University

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

Personal Automobile / Funds Available

Sterling Moore  
NAME

1-14-86  
DATE

Acting Chief Juvenile Officer  
TITLE

\*\*\*\*\*

APPROVED: COMMISSIONERS' COURT

[Signature]  
COUNTY JUDGE

1-20-86  
DATE



00306

## CRIMINAL JUSTICE CENTER

Sam Houston State University  
Huntsville, Texas 77341-2296

Professional Programs

409/294-1694

294-1678

December 13, 1986

MEMORANDUM TO: Juvenile Chief Probation Officers

FROM:

*LW*

Lynn White, Program Coordinator  
Probation Training Academy

SUBJECT:

Basic Workshop

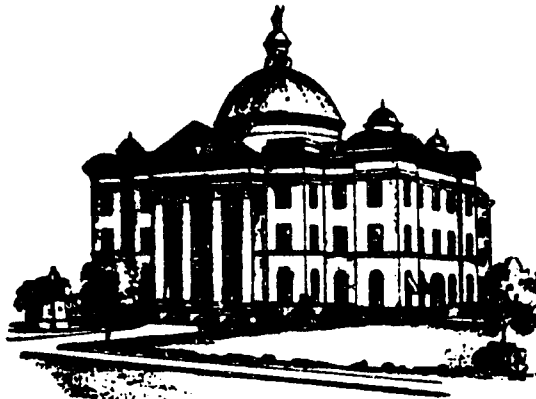
This is to remind you of the upcoming Juvenile Basic Workshop to be held at the Criminal Justice Center January 19-24, 1986. We have several openings at this time. If you have not registered your new officers for attendance, please do so as soon as possible. Also, there will be space available if you wish to send more than your allotted number. When contacting the University Hotel, remember to let them know that your reservation is for the Probation workshop in order to get the conference rate.

We look forward to working with your officers.

5

00307

JOYCE TOMPKINS



COUNTY AUDITOR

STATE OF TEXAS  
**COUNTY OF FORT BEND**

P. O. DRAWER 549  
RICHMOND, TEXAS  
77469

JANUARY 20, 1986

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 December 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 Dec 1985 be approved as recommended by the County Auditor in her letter of January 20, 1986.

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

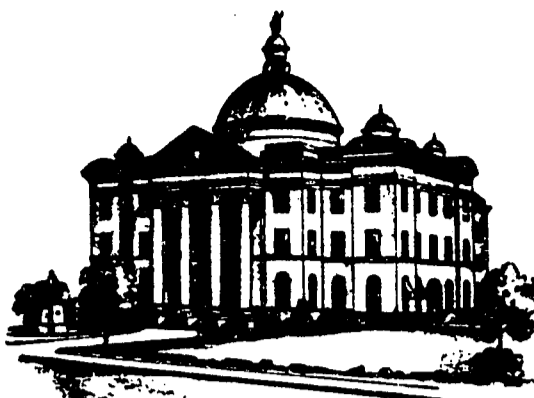
00308

NON-FEE OFFICER'S REPORT  
 COMMISSIONERS' COURT

DECEMBER 1985

CHILD SUPPORT	<u>600.00</u>
HEALTH AND SANITATION	<u>311.00</u>
AMBULANCE	<u>8432.50</u>
ANIMAL CONTROL	<u>2012.00</u>
SANITARY LANDFILL	<u>89,268.96</u>
LIBRARIES	<u>1721.89</u>
INDIGENT CARE	<u>154.00</u>
FAIRGROUNDS	<u>4347.50</u>
ADULT PROBATION (FUND 99)	<u>21,439.56</u>
JUVENILE PROBATION	<u>740.00</u>
COUNTY ENGINEERING	<u>200.00</u>
BAIL BOND BOARD	<u>--0--</u>
<b>TOTAL FOR THE MONTH</b>	<u><u>129,227.41</u></u>

JOYCE TOMPKINS



COUNTY AUDITOR

STATE OF TEXAS  
**COUNTY OF FORT BEND**

P. O. DRAWER 549  
 RICHMOND, TEXAS  
 77469

JANUARY 20, 1986

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 December 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 December 1985 be approved as recommended by the County Auditor in her letter of January 20, 1986.

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

DECEMBER 1985

OFFICER	FEE OF OFFICE TO GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL AMOUNT COLLECTED
County Judge	909.50			909.50
County Clerk Civil 2306.75				
Criminal 4148.75	64,378.75	17,297.25	16,234.50	97,910.50
District Clerk Civil 12,211.80				
Criminal 641.25	22,975.75	3665.00	41,927.01	68,567.76
Tax Collector	54,148.51			54,148.51
District Atty.	2236.61			2236.61
Sheriff Civil 3453.00				
Criminal 2351.50	5804.50		38,889.00	44,693.50
J.P.#1 Civil 227.00				
Criminal 11,694.26	13,041.26		3070.24	16,111.50
J.P.#2-1 Civil 271.00				
Criminal 4326.50	5966.50		920.00	6886.50
J.P.#2-2 Civil 42.00				
Criminal 16,753.75	16,895.75		4622.75	21,518.50
J.P.#3 Civil 285.00				
Criminal 7346.00	10,166.22		2001.25	12,167.47
J.P.#4 Civil 108.00				
Criminal 10,842.90	11,530.55		2638.00	14,168.55
Constable #1	3410.13			3410.13
Constable #2	1924.00			1924.00
Constable #3	5749.97		350.40	6100.37
Constable #4	1078.14		1948.58	3026.72
<b>TOTAL</b>	<b>220,216.14</b>	<b>20,962.25</b>	<b>112,601.73</b>	<b>353,780.12</b>

\* 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 officers 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  
DECEMBER 1985

12/18/85

NOV 85 HIGHWAY FEES  
TITLES

46238.51

7910.00

54148.51

Order Approving County Treasurer's Quarterly Report

SHINE POINT SIGNING

IN THE MATTER OF THE QUARTERLY REPORT OF

KATHY HYNSON

Treasurer, Fort Bend County, Texas

IN THE COMMISSIONERS' COURT  
FORT BEND COUNTY.

Term, 19.....

On this .....20TH..... day of .....JANUARY..... A. D. 1986, in Regular Session of the Commissioners' Court of Fort Bend County, Texas, came on for examination the Quarterly Report of ..... KATHY HYNSON..... Treasurer of Fort Bend County, Texas, for the Quarter beginning on the .....1ST..... day of .....OCTOBER..... A. D. 1985, and ending on the .....31ST..... day of .....DECEMBER..... A. D. 1985, filed herein on the .....20TH..... day of .....JANUARY..... A. D. 1986, and the same having been compared and examined by the Court, and found to be correct, IT IS THEREFORE ORDERED by the Court that the same be and is hereby approved; and it appearing to the Court that during said time the said County Treasurer had received for account and credit of, and paid out of each of the several County funds, the amounts set forth, and leaving balance to each of said funds as follows to-wit:

FUND	BEGINNING CASH BALANCE Date 10/01/85	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE Date 12/31/85	OUTSTANDING INVESTMENTS	ENDING BALANCE
GENERAL FUND	471,154.70	6,910,544.07I 1,598,470.48R	3,860,000.00I 5,301,649.53D	(181,480.28)	2,850,000.00	2,678,519.72
ROAD & BRIDGE	( 16,555.76)	3,672,205.95I 321,952.40R	2,048,929.60I 1,844,247.43D	84,425.56	1,350,000.00	1,436,425.56
INSURANCE ESCROW	33,816.57	224,595.22I 41,739.87R	139,543.04I 148,609.43D	11,399.19	90,000.00	101,999.19
TAX COLLECTOR'S	---	---	---	---	---	---
FM/LR	224,290.54	1,503,398.04I 77,163.99R	749,688.50I 612,949.69D	442,214.38	200,000.00	642,214.38
LATERAL ROAD	161,978.09	---	150,000.00I 13,030.09D	( 1,052.00)	150,000.00	148,948.00
REVENUE SHARING EP 13	10,847.11	---	---	10,847.11	---	10,847.11
REVENUE SHARING EP 14	42,682.40	---	3,977.75D	38,704.65	---	38,704.65
REVENUE SHARING EP 15	105,129.99	233,166.52I ---	199,543.04I 4,624.05D	134,129.42	150,000.00	284,129.42
REVENUE SHARING EP 16	36,699.65	254,370.09I 193,010.00R	200,309.44I 117,390.56D	156,380.74	125,000.00	291,380.74
COUNTY LAW LIBRARY	61,031.92	19,870.26I 4,407.00R	82,000.00I ---	3,309.18	82,000.00	85,309.18
VOTER REGISTRATION	14,044.64	---	1,337.13D	12,707.51	---	12,707.51
DA BAD CHECK COLLECTION	4,173.42	6,494.27R	4,410.48D	6,257.21	---	6,257.21
DA SUPPLEMENTAL SALARY	( 33.64)	5,301.10R	5,267.46D	---	---	---
DA URESA	150.00	---	---	150.00	---	150.00
LIBRARY BUILDING AVAILABLE	668,022.65	856,940.87I 500.00R	650,000.00I 525,638.80D	349,824.72	350,000.00	699,824.72
LIBRARY DONATIONS	25.64	6,077.75I 1,979.80R	---	6,819.51	---	6,819.51
BRISCOE CANAL FLUME CROSSING	---	---	---	---	---	---
RABBS BAYOU	24,581.40	---	---	24,581.40	---	24,581.40
LOWER OYSTERCREEK CONSTRUCTION	2,197.67	100,740.40R 151,190.41I	95,287.47D 99,543.04I	7,650.60	---	7,650.60
CAPITAL IMPROVEMENTS	1,581.62	---	---	53,228.99	50,000.00	103,228.99
MARGINE PUSTKA, MEMORIAL	5.77	4,083.13I ---	1,981.76I ---	2,107.14	---	2,107.14
MARY ELLEN GRILLO, MEMORIAL	27.77	24,217.35I ---	11,890.08I ---	12,355.04	---	12,355.04
AMBULANCE PARAMEDICS	5,559.96	5,000.00I ---	4,953.92I ---	5,606.04	---	5,606.04
DISTRICT ADULT PROBATION	59,237.72	112,643.96I 130,153.50R	78,543.04I 161,484.40D	82,007.74	29,000.00	111,007.74
DISTRICT ADULT PROBATION ISP	11,397.60	15,050.00I 11,880.00R	9,908.32I 29,679.35D	( 1,260.07)	---	( 1,260.07)
ENTRY CONTRIBUTIONS	2,687.35	885.00R	75,000	3,487.35	---	3,487.35
HOUSTON LIGHT & POWER	2,319.68	3,894.00R	3,300.34D	813.34	---	813.34

Order Approving County Treasurer's Quarterly Report

FINN & POPE, DICKSON

IN THE MATTER OF THE QUARTERLY REPORT OF

IN THE COMMISSIONERS' COURT  
FORT BEND COUNTY,

KATHY HYNSON  
Treasurer, Fort Bend County, Texas

SPECIAL Term, 19 86

On this ...20TH... day of ...JANUARY... A. D. 19 86., in Regular Session of the Commissioners' Court of Fort Bend County, Texas, came on for examination the Quarterly Report of

.....KATHY HYNSON....., Treasurer of Fort Bend County, Texas, for the Quarter beginning on the ...1ST... day of ...OCTOBER... A. D. 19 85., and ending on the ...31ST... day of

.....DECEMBER... A. D. 19 85., filed herein on the ...20TH... day of JANUARY... A. D. 19 86., and the same having been compared and examined by the Court, and found to be correct, IT IS THEREFORE ORDERED by the Court that the same be and is hereby approved; and it appearing to the Court that during said time the said County Treasurer had received for account and credit of, and paid out of each of the several County funds, the amounts set forth, and leaving balance to each of said funds as follows to-wit:

FUND	BEGINNING CASH BALANCE Date 10/1/85	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE Date 12/31/85	OUTSTANDING INVESTMENTS	ENDING BALANCE
TEMPORARY EMERGENCY RELIEF	---	2,652.25R	---	2,652.25	---	2,652.25
JUVENILE PROBATION	( 5,560.41)	45,746.60I 25,527.35R	19,908.32I 30,941.06D	14,864.16	10,000.00	24,864.16
ROAD BOND AVAILABLE	1,538.64	183,500.24I --- R	185,000.00I --- D	38.88	185,000.00	185,038.88
APPELLATE JUDICIAL SYSTEM FUND	---	4,465.00R	---	4,465.00	---	4,465.00
JUDICIAL COURT TRAINING FUND	---	3,409.00R	---	3,409.00	---	3,409.00
TARA ROAD PCT 1	2,500.00	16,356.13I --- R	---	18,856.13	---	18,856.13
DRAINAGE DISTRICT DRY CREEK	---	51,360.28R 183,296.55I	---	360.28	51,000.00	51,360.28
LAW ENFORCEMENT ACADEMY BLDG.	4,750.00	---	175,000.00I 63,443.30	(50,396.75)	175,000.00	124,603.25
FICA RECOVERY	3,941.93	---	---	3,941.93	---	3,941.93
RAIL BOND SECURITIES	6,050.65	---	4,000.00D	2,050.65	---	2,050.65
MISSION WEST PARK	15,817.11	102,094.25I --- R	6,322.72D	111,588.64	---	111,588.64
UNLIMITED TAX ROAD BONDS	3,426.23	4,436.35I 913.09R	8,000.00I ---	775.67	8,000.00	8,775.67
LIMITED TAX JAIL BLDG. BONDS	7,124.65	5,794.01R	10,000.00I ---	2,918.66	10,000.00	12,918.66
COURTHOUSE CERT. OF OBLIGATION	2,954.27	2,149.59R	4,000.00I ---	1,103.86	4,000.00	5,103.86
CRIMINAL JUSTICE PLANNING	19,625.00	24,285.00R	20,805.00D	23,105.00	---	23,105.00
LAW ENFORCEMENT & EDUCATION	3,421.00	4,401.00R	3,657.00D	4,165.00	---	4,165.00
COMPENSATION TO VICTIMS CRIME	12,765.00	16,056.00R	8,127.50D	20,693.50	---	20,693.50
DEPT OF PUBLIC SAFETY	7,321.00	9,565.00R	4,758.00D 21,000.00I	12,128.00	---	12,128.00
LAW ENFORCEMENT ACADEMY	20,314.96	15,054.75R	11,793.75D	2,575.96	21,000.00	23,575.96
DRAINAGE DISTRICT MAINT AVAIL.	545,483.99	4,508,134.22I 89,032.31R	3,064,881.25I 1,173,272.53D	904,496.74	3,464,881.25	4,369,377.99
SUB-TOTALS	2,578,528.48	21,790,154.40	22,008,965.85	2,359,717.03	9,364,881.25	11,724,598.28
FEE OFFICER'S	163,723.00	903,352.70R	922,526.95D	144,548.75	---	144,548.75
TAX-BLACK	676.01	33.24R	19.89D	689.36	---	689.36
TAX-GAINES	57,400.16	41,891.72R	68,921.46D	30,370.42	---	30,370.42
TAX COLLECTOR-'85	225,840.86	2,500,103.15R 97,243.94I	737,784.43D 105,000.00I	1,988,159.58	---	1,988,159.58
PAYROLL	490,204.61	5,274,771.06R	4,836,533.00D	920,686.61	105,000.00	1,025,686.61
GRAND TOTALS	3,516,373.12	30,607,550.21	28,679,781.88	3,444,321.73	9,469,881.25	14,814,288.64

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

Witness our hands, this 20TH day of JANUARY A. D. 1986

Sworn to and Subscribed before me, by J. STAVINOKA  
County Judge, and JOHNNIE PUSTKA and  
BEN DENHAM and ALTON PRESSLEY  
and BOB LUTTS County Commissioners of  
said FORT BEND County, each respectively, on  
this, the 20TH day JANUARY A.D. 19 86

JODIE STAVINOKA 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.

NAME OF FUND	BEGINNING COUNTY FUND BALANCE	RECEIPTS	DISBURSEMENTS	CO. FUND BALANCE	OUTSTANDING WARRANTS	RECONCILING ITEMS	ENDING BALANCE	OUTSTANDING INVESTMENT	TOTAL BALANCE
<b>AVAILABLE FUNDS</b>									
General Fund	14,358.28	1,527,910.43I 380,438.38R	2,434,948.25D	(512,241.15)	330,760.83		(181,480.28)	2,860,000.00	2,678,519.72
Road & Bridge Fund	18,021.61	706,014.66I 60,418.52R 50,000.00I	363,816.26D	(79,361.47)	163,787.03		84,425.56	1,350,000.00	1,434,425.56
Insurance Escrow	508.17	27,812.84R	68,050.43D	10,270.58	1,728.61		11,999.19	90,000.00	101,999.19
<b>SPECIAL REVENUES</b>									
Ad Valorem Funds FYLR	(10,744.82)	555,951.88I 2,014.66R	136,674.63D 13,033.19D	410,547.09 (11,722.00)	31,667.29 10,670.00		442,214.38 (1,052.00)	200,000.00 150,000.00	642,214.38 148,948.00
Lateral Road Account	6,311.19								
Revenue Sharing Trust Fund EP # 13	10,847.11			10,847.11	2.85		10,847.11		10,847.11
Revenue Sharing Trust Fund EP # 14	42,682.40	50,000.00I	3,980.60D	38,701.80	20.00		38,704.65		38,704.65
Revenue Sharing Trust Fund EP # 15	84,109.42	1,792.00R	1,251.48D	134,139.42	115.05		134,129.42	150,000.00	284,129.42
County Law Library	1,517.18			3,309.18			3,309.18	82,000.00	85,309.18
Volter Registration	13,843.94			12,592.46			12,707.51		12,707.51
District Attorney's Bad Check Collection Fee	7,835.77	1,615.18R	3,423.83	6,027.12	230.09		6,257.21		6,257.21
District Attorney's Supplemental Salary	632.86	297.14	930.00	-0-			-0-		-0-
District Attorney's URESA	150.00			150.00			150.00		150.00
Library Building Fund Available	(61,744.86)	551,452.11I	145,893.61D	343,813.64	6,011.08		349,824.72	350,000.00	699,824.72
Library Donations	7,048.21	204.00R	432.70D	6,819.51			6,819.51		6,819.51
TERP	-0-	2,652.25R 102,994.25I		2,652.25			2,652.25		2,652.25
Mission West Park	14,475.29		4,980.90D	111,588.64			111,588.64		111,588.64
Houston Lighting & Power Revenue Sharing #16	2,074.42 121,872.42	79,998.88I 1,400.88R	1,161.06D 49,234.39D	913.34 150,038.03			913.34 166,380.74		913.34 291,380.74
Appellate Judicial Fund	3,130.00	1,335.00R		4,465.00			4,465.00		4,465.00

NAME OF FUND	BEGINNING COUNTY FUND BALANCE	RECEIPTS	DISBURSEMENTS	CO. FUND BALANCE	OUTSTANDING WARRANTS	RECONCILING ITEMS	ENDING BALANCE	OUTSTANDING INVESTMENT	TOTAL BALANCE
<b>SPECIAL REVENUES</b>									
Continued									
Margine Putzka Memorial	107.14	2,000.00 R	-----	2,107.14	-----	-----	2,107.14	-----	2,107.14
Grillo Memorial-Library	355.04	12,000.00 R	-----	12,355.04	-----	-----	12,355.04	-----	12,355.04
Ambulance (Paramedics)	606.04	5,000.00 R	-----	5,606.04	-----	-----	5,606.04	-----	5,606.04
FBC District Adult	137.19	50,000.00 R	109,859.84 D	37,080.85	44,926.89	-----	82,007.74	29,000.00	111,007.74
Probation Fund	5,530.62	96,803.50 D	21,044.69 D	(2,004.07)	744.00	-----	(1,260.07)	-----	(1,260.07)
District Adult ISP	3,255.35	13,000.00 R	75.00 D	3,497.35	-----	-----	3,497.35	-----	3,497.35
Enter Contributions		317.00 R	-----						
<b>CAPITAL PROJECTS</b>									
Road Bond Available	38.88	-----	-----	38.88	-----	-----	38.88	-----	38.88
Law Enforcement Academy	2,575.96	-----	-----	2,575.96	-----	-----	2,575.96	185,000.00	185,038.88
Rabbs Bayou	24,581.40	50,000.00 R	-----	24,581.40	-----	-----	24,581.40	21,000.00	23,575.96
Capital Improvement	3,228.99	-----	-----	53,228.99	-----	-----	53,228.99	50,000.00	24,581.40
Tara Road Fund Prec. 1	18,856.13	-----	-----	18,856.13	-----	-----	18,856.13	-----	18,856.13
Dirg. Dist Dry Creek		-----	-----		-----	-----		-----	
Bridge Account	360.28	-----	-----	360.28	-----	-----	360.28	51,000.00	51,360.28
Lower Oyster Creek	1,921.34	5,729.26 R	10,599.93 D	(2,949.33)	10,599.93	-----	7,650.60	-----	7,650.60
Briscoe Canal Crossing		-----	-----		-----	-----		-----	
Law Enforcement Academy Building	1,252.80	-----	98,514.95 D	(97,262.15)	46,865.40	-----	(50,396.75)	175,000.00	124,603.25
<b>DEBT SERVICE DEPARTMENT</b>									
FBC Unlimited Tax Road	775.67	-----	-----	775.67	-----	-----	775.67	8,000.00	8,775.67
Bonds Ser. 62 - 66 Sinking Fd.		-----	-----		-----	-----		-----	
FBC Limited Tax Jail Bldg.	2,761.18	157.48 R	-----	2,918.66	-----	-----	2,918.66	10,000.00	12,918.66
Bonds Ser. 1979 Sinking		-----	-----		-----	-----		-----	
Courthouse Improvement	1,045.44	58.42 R	-----	1,103.86	-----	-----	1,103.86	4,000.00	5,103.86
Call of Obligation S.		-----	-----		-----	-----		-----	
<b>TRUST &amp; AGENCY FUNDS</b>									
Payroll Fund	2,027.80	2,348,284.24	2,345,790.35	4,521.69	916,164.92	-----	920,686.61	105,000.00	1,025,686.61

NAME OF FUND	BEGINNING COUNTY FUND BALANCE	RECEIPTS	DISBURSEMENTS	CO FUND BALANCE	OUTSTANDING WARRANTS	RECONCILING ITEMS	ENDING BALANCE	OUTSTANDING INVESTMENT	TOTAL BALANCE
<b>TRUST &amp; AGENCY FUNDS</b>									
Continued									
Bail Bond	2,050.65	----- R	----- D	2,050.65	-----		2,050.65	-----	2,050.65
Fee Officer's Acct. ....	111,844.16	306,727.50 R	296,729.77 D	121,841.89	22,706.86		144,548.75	-----	144,548.75
Criminal Justice Planning Fund CC .....	16,000.00	7,105.00 R	----- D	23,105.00	-----		23,105.00	-----	23,105.00
Law Enforcement Officers' Standards & Education Fund .....	2,885.00	1,280.00 R	----- D	4,165.00	-----		4,165.00	-----	4,165.00
Compensation to Victims of Crime Fund .....	15,564.00	5,129.50 R	----- D	20,693.50	-----		20,693.50	-----	20,693.50
BAIL BOND SECURITIES.....									
FICA RECOVERY.....	3,519.52	----- R	----- D	3,519.52	422.41		3,941.93	-----	3,941.93
DEPARTMENT OF PUBLIC SAFETY	9,780.00	2,348.00 R	----- D	12,128.00	-----		12,128.00	-----	12,128.00
JUVENILE PROBATION.....	9,318.81	10,000.00 I 8,597.35 R	13,240.25 D	14,675.91	188.25		14,864.16	10,000.00	24,864.16
TAX COLLECTORS FUND.....	-----	----- R	----- D	-----	-----		-----	-----	-----
JUDICIAL TRAINING FUND	2,066.00	1,343.00 R	----- D	3,409.00	-----		3,409.00	-----	3,409.00
<b>DRAINAGE DISTRICT FUNDS</b>									
Drainage District Maintenance Available Fund	18,393.93	1,338,507.05 I 2,736.20 R	480,700.85 D	878,936.33	25,560.41		904,496.74	3,464,881.25	4,369,377.99
TAX BLACK	3.59	25.98	----- D	29.57	659.79		689.36	-----	689.36
TAX GAINES '84	27,753.72	184.43	3,643.60	24,294.55	6,075.87		30,370.42	-----	30,370.42
TAX COLLECTOR, '85	23,220.30	1,964,870.17	17,999.46	1,970,091.01	18,068.57		1,988,159.58	-----	1,988,159.58
<b>TOTAL</b>	588,745.52	10,332,117.38	7,131,010.04	3,789,852.86	1,654,318.89		5,444,171.75	9,469,881.25	14,914,053.00

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OUTSTANDING INVESTMENTS  
FORT BEND COUNTY TREASURER'S OFFICE

DECEMBER 31, 1985

<u>PURCHASE DATE</u>	<u>MATURITY DATE</u>	<u>PRINCIPAL</u>	<u>RATE</u>	<u>BANK</u>
<u>Road and Bridge Fund:</u>				
10-11-85	01-08-86	1,000,000.00	7.45	1st Nat'l
10-31-85	01-16-86	130,000.00	7.86	1st City
11-27-85	01-16-86	100,000.00	8.08	1st City
11-27-85	02-12-86	120,000.00	8.08	1st City
			Total	1,350,000.00
<u>10 General Fund:</u>				
10-11-85	01-08-86	750,000.00	7.45	1st Nat'l
10-11-85	01-30-86	1,000,000.00	7.60	Sugar Creek
11-27-85	01-16-86	110,000.00	8.08	1st City
11-27-85	02-12-86	500,000.00	8.08	1st City
11-27-85	03-13-86	500,000.00	8.08	1st City
			Total	2,860,000.00
<u>14 Lateral Road</u>				
10-31-85	01-16-86	150,000.00	7.86	1st City
			Total	150,000.00
<u>12 Farm to Market &amp; Lateral Road:</u>				
10-31-85	01-16-86	200,000.00	7.86	1st City
			Total	200,000.00
<u>16 County Law Library</u>				
10-31-85	02-06-86	82,000.00	8.00	Texas Capital
			Total	82,000.00
<u>18 FBC Law Enforcement Academy:</u>				
10-31-85	01-16-86	21,000.00	7.86	1st City
			Total	21,000.00
<u>21 Capital Improvement:</u>				
10-31-85	02-06-86	50,000.00	8.00	Texas Capital
			Total	50,000.00
<u>24 Library Building Fund Available:</u>				
10-11-85	01-08-86	350,000.00	7.45	1st Nat'l
			Total	350,000.00



## OUTSTANDING INVESTMENTS

CONTINUED page 2

<u>PURCHASE DATE</u>	<u>MATURITY DATE</u>	<u>PRINCIPAL</u>	<u>RATE</u>	<u>BANK</u>
<u>22 Road Bond Available:</u>				
10-31-85	02-06-86	185,000.00	8.00	Texas Capital
			Total	185,000.00
<u>34 Drainage District Maintenance Available</u>				
08-29-85	01-08-86	700,000.00	8.01	Rosenberg B & T
10-11-85	01-30-86	1,000,000.00	7.62	Sugar Creek
10-11-85	02-12-86	1,000,000.00	8.15	1st City
11-01-85	03-06-86	599,881.25	7.35	Rosenberg B & T
11-27-85	03-13-86	165,000.00	8.08	1st City
			Total	3,464,881.25
<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>4426 Revenue Sharing EP # 15:</u>				
10-31-85	01-16-86	75,000.00	7.86	1st City
10-31-85	02-06-86	75,000.00	8.00	Texas Capital
			Total	150,000.00
<u>4427 Revenue Sharing EP # 16:</u>				
10-31-85	01-16-86	75,000.00	7.86	1st City
10-31-85	02-06-86	50,000.00	8.00	Texas Capital
			Total	125,000.00
<u>50 Payroll Fund:</u>				
10-31-85	02-06-86	82,000.00	8.00	Texas Capital
11-27-85	01-16-86	23,000.00	8.08	1st City
			Total	105,000.00
<u>56 FBC Courthouse Certificate of Obligation Sinking 85:</u>				
10-31-85	02-06-86	4,000.00	8.00	Texas Capital
			Total	4,000.00
<u>58 FBC Limited Tax Jail Building Bond Series 1979 Sinking:</u>				
10-31-85	02-06-86	10,000.00	8.00	Texas Capital
			Total	10,000.00
<u>60 Unlimited Tax Road Bonds 62-66 Sinking:</u>				
10-31-85	02-06-86	8,000.00	8.00	Texas Capital
			Total	8,000.00

## OUTSTANDING INVESTMENTS

CONTINUED page 3

<u>PURCHASE DATE</u>	<u>MATURITY</u>	<u>PRINCIPAL</u>	<u>RATE</u>	<u>BANK</u>
<u>94 Drainage District Dry Creek Bridge Account:</u>				
10-31-85	02-06-86	51,000.00	8.00	Texas Capital
			Total	51,000.00
<u>96 FBC Juvenile Probation:</u>				
10-31-85	01-16-86	10,000.00	7.86	1st City
			Total	10,000.00
<u>98 Insurance Escrow Account:</u>				
10-31-85	01-16-86	50,000.00	7.86	1st City
11-27-85	01-16-86	40,000.00	8.08	1st City
			Total	90,000.00
<u>99 FBC District Adult Probation:</u>				
11-27-85	01-16-86	29,000.00	8.08	1st City
			Total	29,000.00

RECAPITULATION

08 Road and Bridge	1,350,000.00
10 General	2,860,000.00
12 Farm to Market and Lateral Road	200,000.00
14 Lateral Road	150,000.00
16 County Law Library	82,000.00
18 FBC Law Enforcement Academy	21,000.00
21 Capital Improvement	50,000.00
24 Library Building Fund Available	350,000.00
22 Road Bond Available	185,000.00
34 Drainage District Maintenance Available	3,464,881.25
37 Law Enforcement Academy Building	175,000.00
4426 Revenue Sharing EP #16	150,000.00
4427 Revenue Sharing EP #17	125,000.00
50 Payroll Fund	105,000.00
56 FBC Cert. of Obligation 1985 Sinking	4,000.00
58 FBC Limited Tax Jail Bldg Bd. Series 1979 Sinking	10,000.00
60 FBC Unlimited Tax Road Bond S 62-66 Sinking	8,000.00
94 Drainage District Dry Creek Bridge Account	51,000.00
96 FBC Juvenile Probation	10,000.00
98 Insurance Escrow Account	90,000.00
99 FBC District Adult Probation	29,000.00
TOTAL OUTSTANDING INVESTMENTS 12/31/85	9,469,881.25

7. MRS. CAROLYN CONRAD, COUNTY LIBRARIAN, RE: REQUEST TO ADVERTISE FOR BIDS FOR LIBRARY BOOKS:

0030

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for library books.

8. SHERIFF GUS GEORGE, RE: REQUEST RESOLUTION IN SUPPORT OF APPLICATION FOR H-GAC GRANT FOR SPECIAL CRIMES UNIT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve resolution in support of application for H-GAC Grant for Special Crimes Unit.  
(Recorded in minutes in full)

9. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$5,233.84 TO H-GAC FOR 1986 MEMBERSHIP DUES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve invoice in the amount of \$5,233.84 to H-GAC for 1986 membership dues. (Recorded in minutes in full)

10. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS BETWEEN FORT BEND COUNTY AND FAYETTE, WHARTON, CALHOUN, LAVACA, GOLIAD & AUSTIN COUNTIES FOR THE HOUSING OF JUVENILES:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve interlocal agreements with the following counties at a cost of \$45.00 per day for the housing of juveniles. (Recorded in minutes in full)

FAYETTE COUNTY  
WHARTON COUNTY  
CALHOUN COUNTY  
LAVACA COUNTY  
GOLIAD COUNTY  
AUSTIN COUNTY

11. CONSIDER REQUESTING PAYMENT OF \$81,659.50 FROM MAINLAND SAVINGS ON IRREVOCABLE STANDBY LETTER OF CREDIT #15-003619-4 FOR FAILURE OF DEVELOPER OF CHELSEA AT MISSION BEND SUBDIVISION IN PRECINCT 3 TO COMPLY WITH FORT BEND COUNTY SUBDIVISION POLICY:

Cancel due to renewal.

12. CONSIDER REQUESTING PAYMENT OF \$16,000 FROM MAINLAND SAVINGS ON IRREVOCABLE STANDBY LETTER OF CREDIT NO. 14-003618-6 FOR FAILURE OF DEVELOPER OF CHELSEA AT MISSION BEND SUBDIVISION IN PRECINCT 3 TO COMPLY WITH FORT BEND COUNTY SUBDIVISION POLICY:

Cancel due to renewal.

13. CONSIDER APPLICATION FROM HOUSTON LIGHTING & POWER TO INSTALL AERIAL CROSSING ON BLEW, CANAL, & PRECINCT ROADS IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve permit application from Houston Lighting & Power to install aerial crossing on Blew, Canal & Precinct roads in Precinct 3. (Recorded in minutes in full)

0030

## RESOLUTION

## FORT BEND COUNTY COMMISSIONERS COURT

W H E R E A S, the Fort Bend County Commissioners Court recognizes that as a result of this County . being the fastest growing County in the U.S., it is not excluded from the crime problems that naturally accompanies massive growth; and

W H E R E A S, a large percentage of the crimes being committed are by Repeat or Career Criminals; and

W H E R E A S, the mission of the Fort Bend County Sheriff's Department SPECIAL CRIMES UNIT is to identify, arrest, and successfully prosecute Repeat Offenders currently active and operating within the County.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Fort Bend County, upon motion by Commissioner Alton Pressley, seconded by Commissioner Ben Denham, duly put and carried, supports the grant application for funding of a Special Crimes Unit composed of three investigators.

PASSED & APPROVED this 20th day of January, 1986.

FORT BEND COUNTY COMMISSIONERS COURT

BY

*Jodie E. Stavinoha*  
 Jodie E. Stavinoha, County Judge

ATTEST:

*Dianne Wilson*  
 Dianne Wilson, County Clerk

<b>FEDERAL ASSISTANCE</b>		2. APPLICANT'S APPLICATION IDENTIFIER	3. STATE APPLICATION IDENTIFIER	4. NUMBER	5. NUMBER
1. TYPE OF SUBMISSION (Mark appropriate box) <input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input type="checkbox"/> PREAPPLICATION <input type="checkbox"/> APPLICATION		b. DATE Year month day 19	NOTE TO BE ASSIGNED BY STATE	b. DATE ASSIGNED Year month day 19	0030
Leave Blank					

4. LEGAL APPLICANT/RECIPIENT				6. EMPLOYER IDENTIFICATION NUMBER (EIN)	
a. Applicant Name FORT BEND COUNTY				I-7460019692	
b. Organization Unit Sheriff Department				8. PROGRAM	
c. Street/P.O. Box 1410 Ransom Road				a. NUMBER 86 B 03	
d. City Richmond, e. County Fort Bend				MULTIPLE <input type="checkbox"/>	
f. State Texas g. ZIP Code 77469				b. TITLE	
h. Contact Person (Name & Telephone No.) Ken Lee, Sergeant					

7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.)		8. TYPE OF APPLICANT/RECIPIENT	
FORT BEND SHERIFF DEPARTMENT SPECIAL CRIMES UNIT		A - State B - Interstate C - Substate D - County E - City F - School District G - Special Purpose District H - Community Action Agency I - Higher Educational Institution J - Indian Tribe K - Other (Specify)	
		Enter appropriate letter <input checked="" type="checkbox"/> D	

9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)		10. ESTIMATED NUMBER OF PERSONS BENEFITING		11. TYPE OF ASSISTANCE	
FORT BEND COUNTY		500,000		A - Base Grant B - Supplemental Grant C - Loan D - Insurance E - Other	
				Enter appropriate letter <input type="checkbox"/> A	

12. PROPOSED FUNDING		13. CONGRESSIONAL DISTRICTS OF:				14. TYPE OF APPLICATION	
a. FEDERAL	\$ 00	a. APPLICANT		b. PROJECT		A - New B - Renewal C - Renewal D - Continuation E - Augmentation	
b. APPLICANT	00	26 & 27		26 & 27		Enter appropriate letter <input type="checkbox"/> A	
c. STATE	125,630	15. PROJECT START DATE		16. PROJECT DURATION		17. TYPE OF CHANGE (Per 14 or 15)	
d. LOCAL	00	19 86 9 1		12 Months		A - Increase Dollars B - Increase Dollars C - Decrease Dollars D - Extension E - Continuation	
e. OTHER	00	18. DATE DUE TO FEDERAL AGENCY		19		Enter appropriate number <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
f. Total	\$ 125,630						

18. FEDERAL AGENCY TO RECEIVE REQUEST		19. ADMINISTRATIVE CONTACT (IF KNOWN)		20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER	
Governor's Office		CRIMINAL JUSTICE DIVISION			
a. ORGANIZATIONAL UNIT (IF APPROPRIATE)		b. ADDRESS		21. REMARKS ADDED	
P.O. Box 12428		Capitol Station, Austin, Texas		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

22. THE APPLICANT CERTIFIES THAT:		a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE _____	
		b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW <input type="checkbox"/>	

23. CERTIFYING REPRESENTATIVE		a. TYPED NAME AND TITLE		b. SIGNATURE	
		JODY STAVINOHA, COUNTY JUDGE			

24. APPLICATION RECEIVED 19		25. FEDERAL APPLICATION IDENTIFICATION NUMBER		26. FEDERAL GRANT IDENTIFICATION	

27. ACTION TAKEN		28. FUNDING		29. ACTION DATE		30. STARTING DATE	
<input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN		a. FEDERAL \$ 00 b. APPLICANT 00 c. STATE 00 d. LOCAL 00 e. OTHER 00 f. TOTAL \$ 00		19		19	
				31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)		32. ENDING DATE	
						19	
						33. REMARKS ADDED	
						<input type="checkbox"/> Yes <input type="checkbox"/> No	

GENERAL INSTRUCTIONS FOR THE SF-424

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted in accordance with OMB Circular A-102. It will be used by Federal agencies to obtain applicant certification that states which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process have been given an opportunity to review the applicant's submission.

APPLICANT PROCEDURES FOR SECTION I

Applicant will complete all items in Section I with the exception of Box 3, "State Application Identifier" if an item is not applicable, write "NA" if additional space is needed, insert an asterisk "\*" and use Section IV. An explanation follows for each item:

- |   |   |
|---|---|
| <p>1. Mark appropriate OMB Circular this form if not required.</p> <p>2a. Applicant's own</p> <p>2b. Date Section I is prepared</p> <p>3a. Number assigned by</p> <p>3b. Date assigned by State</p> <p>4a-4h. Legal name of applicant, name, undertake the assistance activity, name and telephone number of information about this request.</p> <p>5. Employer Identification Number (EIN) of Internal Revenue Service.</p> <p>6a. Use Catalog of Federal Domestic Assistance to program under which assistance is requested (e.g., joint funding), check "multiple" or IV. If unknown, cite Public Law or U.S. Code</p> <p>6b. Program title from CFDA. Abbreviate if necessary</p> <p>7. Use Section IV to provide a summary description of the appropriate, i.e., if project affects particular sites as for construction or real property projects, attach a map showing project location</p> <p>8. "City" includes town, township or other municipality.</p> <p>9. List only largest unit or units affected, such as State, county, or city</p> <p>10. Estimated number of persons directly benefiting from project</p> <p>11. Check the type(s) of assistance requested</p> <p>A. Basic Grant—an original request for Federal funds</p> <p>B. Supplemental Grant—a request to increase a basic grant in certain cases where the eligible applicant cannot supply the required matching share of the basic Federal program (e.g., grants awarded by the Appalachian Regional Commission to provide the applicant a matching share)</p> <p>E. Other. Explain in Section IV</p> <p>12. Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included. If the action is a change in dollar amount of an existing grant</p> | <p>Item</p> <p>13b. The district(s) where most of action work will be accomplished. If city-wide or State-wide, covering several districts, write "city-wide" or "State-wide."</p> <p>14. A. New. A submission for project not previously funded.<br/>B. Renewal. An extension for an additional funding/budget period for a project having no projected completion date, but for which Federal support must be renewed each year.<br/>C. Revision. A modification to project nature or scope which may result in funding change (increase or decrease).<br/>D. Continuation. An extension for an additional funding/budget period for a project with a projected completion date.<br/>E. Augmentation. A requirement for additional funds for a project previously awarded funds in the same funding/budget period. Nature and scope unchanged.</p> <p>17. Date project expected to begin (usually associated with availability of funding)</p> <p>18. Number of months to complete project after Federal funds are available (item 14c), or augmentations (item 14e)</p> <p>19. Name and address of agency to which this request is submitted. Indicate the name of the office to which the request must be submitted to Federal agency for consideration</p> <p>20. Existing Federal and directly related. If this is not a new request, indicate the nature and scope unchanged. Otherwise, write "NA"</p> <p>21. Check appropriate box as to whether Section IV of form contains remarks and/or attachment of additional remarks</p> |
|---|---|

REFER TO SUPPLEMENTAL INSTRUCTIONS I, II, III

APPLICANT PROCEDURES FOR SECTION II

Applicants will always complete either item 22a or 22b and items 23a and 23b

- |  |   |
|--|---|
| <p>2a. Complete if application is subject to Executive Order 12372 (State review and comment).</p> | <p>22b. Check if application is not subject to E.O. 12372.</p> <p>23a. Name and title of authorized representative of legal applicant</p> |
|--|---|

FEDERAL AGENCY PROCEDURES FOR SECTION III

Applicant completes only Sections I and II. Section III is completed by Federal agencies

- |   |   |
|---|---|
| <p>29. Amount to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions will be included. If the action is a change in dollar amount of an existing grant (a revision or augmentation under item 14), indicate only the amount of change. For decreases, enclose the amount in parentheses. If both basic and supplemental amounts are included, breakout in Section IV. For multiple program funding, use totals and show program breakouts in Section IV. 28a—amount awarded by Federal Government. 28b—amount applicant</p> | <p>will contribute 28c—amount from State, if applicant is not a State</p> <p>28d—amount from local government, if applicant is not a local government</p> <p>28e—amount from any other sources, explain in Section IV</p> <p>29. Date action was taken on this request</p> <p>30. Date funds will become available</p> <p>31. Name and telephone number of agency person who can provide more information regarding this assistance</p> <p>32. Date after which funds will no longer be available for obligation</p> <p>33. Check appropriate box as to whether Section IV of form contains Federal remarks and/or attachment of additional remarks</p> |
|---|---|

9

00325

I N V O I C E  
MEMBERSHIP DUES ASSESSMENT  
COUNTIES

0030

DATE: November 1, 1985

TO: Fort Bend County  
Fort Bend County Courthouse  
Richmond, Texas 77469

ATTENTION: County Judge Jodie Stavinoha

FOR MEMBERSHIP DUES: January 1, 1986 through December 31, 1986

Due and Payable \$5,233.84

Computed at \$.04 per capita in accordance with Article VIII of the Houston-Galveston Area Council Bylaws as amended October 15, 1974, on the basis of the Official 1980 Census Counts published by the U.S. Department of Commerce, listing your county's population at 130,846.

REMIT TO:

Houston-Galveston Area Council  
3555 Timmons  
P. O. Box 22777  
Houston, Texas 77227

THE STATE OF TEXAS:

COUNTY OF FORT BEND:

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
THE COUNTY OF FAYETTE

0030

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Fayette, hereinafter referred to as "Fayette".

WHEREAS, Fayette desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fayette has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Fayette 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 Fayette 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 Fayette monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Fayette 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 Fayette, 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 Fayette 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 Fayette (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 hearings, 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 Fayette 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 week-ends 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 Fayette 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 juveniles 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.

SIGNED this 9th day of December, 19 85.

(THE COUNTY OF FAYETTE, TEXAS

Dan R. Beck  
Dan R. Beck, County Judge

ATTEST:

Irene Pratkan  
Irene Pratkan, County Clerk

SIGNED this 20 day of January, 19 86.

(THE COUNTY OF FORT BEND, TEXAS

John E. Sturmon  
, County Judge

ATTEST:

Deanne Wilson  
, County Clerk

APPROVED AS TO FORM:

Sterling Moore  
Sterling Moore, Acting Chief  
DATE: 1-9-86

THE STATE OF TEXAS :  
 COUNTY OF FORT BEND :

0030

INTERLOCAL AGREEMENT BETWEEN  
 THE COUNTY OF FORT BEND AND  
 THE COUNTY OF Wharton

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Wharton, hereinafter referred to as "Wharton".

WHEREAS, Wharton desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Wharton has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Wharton 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 Wharton 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 Wharton monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Wharton 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 Wharton, 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 Wharton 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 Wharton (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 Wharton 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 week-ends 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 Wharton 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 juveniles 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.

SIGNED this 27<sup>th</sup> day of November, 1985.

THE COUNTY OF WHARTON, TEXAS

[Signature]  
County Judge

ATTEST:

[Signature]  
, County Clerk

SIGNED this 20 day of January, 1986.

THE COUNTY OF FORT BEND, TEXAS

[Signature]  
, County Judge

ATTEST:

[Signature]  
, County Clerk

APPROVED AS TO FORM:

[Signature]  
Sterling Moore, Acting Chief  
DATE: 1-9-86

THE STATE OF TEXAS :  
 COUNTY OF FORT BEND :

0030

INTERLOCAL AGREEMENT BETWEEN  
 THE COUNTY OF FORT BEND AND  
 THE COUNTY OF CALHOUN

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Calhoun, hereinafter referred to as "Calhoun".

WHEREAS, Calhoun desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Calhoun has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Calhoun 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 Calhoun 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 Calhoun monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Calhoun 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 Calhoun, 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 Calhoun 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 Calhoun (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 Calhoun 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 week-ends 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 Calhoun 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 juveniles 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.

SIGNED this 10th day of December, 1985.

THE COUNTY OF Calhoun, TEXAS

R. E. Wyatt  
County Judge

ATTEST:

Mary Lois McMahan

Mary Lois McMahan, County Clerk

SIGNED this 20 day of January, 1986.

THE COUNTY OF FORT BEND, TEXAS

Judith E. Sturino  
County Judge

ATTEST:

Janice Wilson  
County Clerk

APPROVED AS TO FORM:

Sterling Moore  
Sterling Moore, Acting Chief  
DATE: 1-9-86

0030

THE STATE OF TEXAS :

COUNTY OF FORT BEND :

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
THE COUNTY OF LAVACA

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Lavaca, hereinafter referred to as "Lavaca".

WHEREAS, Lavaca desires Fort Bend assistance in housing of juveniles at the Fort Bend County Detention Center;

WHEREAS, the governing body of Lavaca has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Lavaca 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 Lavaca agree as follows:

1. The cost of housing juveniles in the Fort Bend County Juvenile Detention Center will be \$38.00 per day per person, which will include three meals per day and one snack. Fort Bend will bill Lavaca monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Lavaca 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 Lavaca, 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 Lavaca 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, wheresoever, 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 Lavaca (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 Lavaca 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 week-ends 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 Lavaca upon ten (10) hours notice.
10. It is further understood and agreed that any officer who brings a juvenile to Fort Bend County 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, 1985.

SIGNED this 1st day of November, 1985.

THE COUNTY OF LAVACA, TEXAS

*Whitney D. Reynolds*

ATTEST:

*Soila Sanchez, Deputy*

SIGNED this 30<sup>th</sup> day of January, 1986  
~~November~~, 1985.

THE COUNTY OF FORT BEND, TEXAS

*Jodie E. Stavinocha*  
Jodie Stavinocha, County Judge

ATTEST:

*Diane Wilson*  
Diane Wilson, County Clerk

APPROVED AS TO FORM:

*Sterling Moore*  
Sterling Moore, Acting Chief  
DATE: 1-9-86

0030

THE STATE OF TEXAS:

COUNTY OF FORT BEND:

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
THE COUNTY OF GOLIAD

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Goliad, hereinafter referred to as "Goliad".

WHEREAS, Goliad desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Goliad has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Goliad 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 Goliad 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 Goliad monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Goliad 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 Goliad, 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 Goliad 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 Goliad (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 hearings, 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 Goliad 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 week-ends 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 Goliad 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 juveniles 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.

SIGNED this 9<sup>th</sup> day of December, 1985.

THE COUNTY OF GOLIAD, TEXAS

John R. Barnhill  
John R. Barnhill, County Judge

ATTEST:

Gail M. Turley  
Gail M. Turley, County Clerk

SIGNED this 20 day of January 1986.

THE COUNTY OF FORT BEND, TEXAS

José E. Stoverola  
, County Judge

ATTEST:

Deanne Holson  
, County Clerk

APPROVED AS TO FORM:

Sterling Moore  
Sterling Moore, Acting Chief  
DATE: 1-9-86

0030

THE STATE OF TEXAS:

COUNTY OF FORT BEND:

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
THE COUNTY OF AUSTIN

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Austin, hereinafter referred to as "Austin".

WHEREAS, Austin desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Austin has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Austin 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 Austin 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 Austin monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Austin 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 Austin, 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 Austin 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 Austin (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 hearings, 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 Austin 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 week-ends nor visitation on holidays *AND SUCH OTHER REASONABLE TIMES NECESSARY TO COMPLY WITH §51.12, FAMILY CODE.*
- 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 Austin 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 juveniles 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.

SIGNED this 9<sup>th</sup> day of December, 19 85.

THE COUNTY OF AUSTIN, TEXAS

Leroy H Grebe  
LERROY H GREBE, County Judge

ATTEST:

Dorothy Hinly  
DOROTHY HINLY, County Clerk

SIGNED this 20 day of January, 19 86.

THE COUNTY OF FORT BEND, TEXAS

Jodie E. Stavenska  
, County Judge

ATTEST:

Janne Wilson  
, County Clerk

00338  
0030

13

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. 3  
NOTICE NO. 80724

Formal notice is hereby given that Houston Lighting & Power 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	Driven	Cased
BLEW ROAD	.3 MI NORTH OF CANAL RD	50'	AERIAL	CROSSING	NEAR	EXISTING LINES
CANAL ROAD	.2 MI WEST OF PRECINCT RD	50'	"	"	"	"
PRECINCT ROAD	700' SOUTH OF CANAL RD	30'	"	"	"	"
<del>FM 723</del>	<del>150' SOUTH OF FM 1093</del>	<del>70'</del>	<del>"</del>	<del>"</del>	<del>"</del>	<del>"</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

6-795 MCM ACSS AND 1-3/8" HS STEEL CONDUCTORS ON STEEL TOWERS WILL BE STRING ACROSS THE ABOVE ROADS. 2 WOOD GUARD POLES WILL BE SET ON EACH SIDE OF THE ROAD TO PROTECT VEHICLES.

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, to the extent that said Order is not in conflict with Art. 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

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

COMPANY: Houston Lighting & Power Co.  
ADDRESS: P. O. Box 1700  
Houston, Texas 77001

Attn: Manager Engineering Services

ISSUED BY: M.D. Kokosz (signature)

NAME: M.D. KOKOSZ (print)

TITLE: ENGINEER LOCATION: 5 G.P.

BUS. PHONE: 623-3057 DATE: 1/14/86

24 HOUR PHONE: (713) 228-7800

14. 10:00 A.M.-HOLD PUBLIC HEARING FOR DECLARING ALL COUNTY-MAINTAINED ROADS AS OFFICIAL COUNTY ROADS :

- 1) A letter from George Isleib requesting a name correction on a road was presented
- 2) Michael Finski presented a petition to change the name of a road (requires a separate public hearing at a later date)
- 3) Melvin Elster discussed Meyer Road and Stubrenberg Rd. in Precinct #2
- 4) Dunmar Chambers discussed Buchintin Rd. in Precinct #4
- 5) Father Tim Matavino discussed a dead-end, dirt road in Stafford E.T.J. off 5th Street that needs to be a public, paved road
- 6) Marvin Geick discussed duplication of road names in county
- 7) Willy Valet discussed name change of Finney Rd.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to continue Public Hearing on February 3, at 10:00 a.m.

15. CONSIDER AWARDING BIDS ON AUTOMOBILES & DATA PROCESSING EQUIPMENT:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to postpone awarding bids on automobiles and data processing equipment until January 27, 1986.

16. DISCUSS AND APPROVE FORT BEND COUNTY EMPLOYEE'S PERFORMANCE REVIEW :

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve employees' performance review forms and each department evaluate employees prior to the end of their probation date and once a year on their anniversary date.

Richard Selleh request approval of performance review as presented.

17. CONSIDER ADJUSTING SALARY BUDGET OF COUNTY TREASURER & JUSTICE OF THE PEACE, PRECINCT #1, TO BRING TWO EMPLOYEES TO MINIMUM OF THEIR PAY GRADE:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve adjusting salary budget of the County Treasurer in the amount of \$803.00 and the Justice of the Peace, Precinct #1 in the amount of \$174.00. Funds to come from Contingency fund - an emergency is declared.

18. 1:15 P.M. - DRAINAGE DISTRICT BOARD WILL CONVENE. (SEPARATE AGENDA FILED):

See attached Drainage District Board minutes.

19. 2:30 P.M.- MAKE INSPECTION OF GEORGE MEMORIAL LIBRARY:

Mr. Gribble representing Warrior Construction discussed the completion of the library. Commissioners' Court walked through and inspected the library.

00340 RECEIVED "CERTIFIED" R.R.

7075 868 435

14

1-20

0030

205 W. NIMITZ

78624

Fredericksburg, Texas

Jan. 14, 1986

To The Hon. Jodie E. Stavinska:

Dear Sir:

I am writing this letter in behalf of the Isleib family who were and are still residents of the Beasley Community and Fort Bend Co.

Our family moved to the Beasley Area in 1911 and lived there and in the Rosenberg vicinity the rest of their lives. They lived on the County road in question when it was named in 1927 or 1928. The misspelling was not noted until right of way was being acquired for the S.W. Freeway.

Correction of the spelling of the name was requested at that time by family members to the County Judge and Commissioner but nothing was done.

The correct spelling of our name is Isleib and we would appreciate it being changed to that.

Thank you for your concern and help in getting this matter corrected.

Respectfully,  
George Isleib

NOTICE OF PUBLIC HEARING TO ESTABLISH AN OFFICIAL  
ROAD LOG FOR FORT BEND COUNTY, TEXAS  
AT 10:00 A.M. ON JANUARY 20, 1986

0030

Pursuant to orders of the Commissioners' Court of Fort Bend County, Texas at its regular meeting of December 16, 1985, a public hearing to establish an official road log for Fort Bend County, Texas will be had at 10:00 A.M., January 20, 1986 in the Commissioners' Courtroom, Fort Bend County Annex, Richmond, Texas. A detailed description of such road log is open to the public for inspection during regular business hours at the office of the County Judge, the office of the County Commissioner of Precinct #1, the office of the County Commissioner of Precinct #2, the office of the County Commissioner of Precinct #3, the office of the County Commissioner of Precinct #4 and the office of the County Engineer.

The following is a general description of each road to be listed in such log:

Non-Subdivision Roads:

Agnes	Jeske
Ansel	Jones River
Aspen	Y. U. Jones
Ayala	Kamas Ln.
Band	Kamas Ln. West
Beard	Kari
Benton	Kemp
Berdett	Kneitz
Blidel	Kimisu
	Klauke
Booth	Klosterhoff
Boulder	Koeblen
Brumbelow	Kovar
Bryan	Kroesche
Calvin	Kunz
Caroline	Lane Drive
Carroll	Lemke
Cedar	Leroy
Cemetery	Lockwood
Clark	Lockwood By-Pass
Cottonwood	Longpoint
Cottonwood Church	Lottie
Country Lane	Lou Edwards
Crabb River	Louis
Cummings	Lubojacky
Danhouse	Macek
Davis Estate	Magnolia
Day	Maple
Double R. Lane	Max
Englewood	McClellan
Emma	Megan
Edgar	J. Meyer
Fairchilds	A. Meyers
Fairgrounds Rd.	Mustang Ave.
Finney	Needville-Fairchild
Foster School Rd.	Payne
Georgetown	Pecha Lane
Gerken	Pecan
Gless-Big Creek	Peters
Gonyo	Peterson
Gubbels	Pine
Hand	Pine Meadows
Hartledge	Pittman
Hein	Pleak
Hobizal	Powerline
Hughes	Providence
Insurance	Psencik
Janda	Pueblo
Jerry	Pultar

## Precinct #1 (Non-Subdivision Roads - Continued):

Rabbs Prairie  
Rancho  
Ransom  
Rawlings  
Ray Allen

Reeh  
Ricefield  
Riggins  
River Road  
Roesler  
Rohan  
Rybak Rd.  
Saddle Dr.  
Seabourne-Creek Lane  
Sawmill  
Scott Circle  
Seiler  
Selleh Lane  
Sims  
Smithers Lake  
Solomon  
Spacek  
Stavinoha/Vacek  
Stephens Lane  
Sunset Trail  
Sycamore

Thompsons Oil Field  
Tori

Trinity Rd.  
Twin Lane  
Ustinik Rd.  
Vacek  
Vail  
Vojt  
Walsh  
Wehring  
Williams/School  
Willowview  
Wolfgang  
Zamanek  
Zunker

Richards Road  
Subdivision Roads:

Baudet Dr.  
Covell St.  
Edgewood Dr.  
Fourth St.  
Gupton  
Hinson  
Joseph  
Park  
Plummer  
Riveredge  
Sheridan  
Sims  
Skinner  
Strange  
Fairchild Blvd.  
Ironwood Lane  
Arapahoe  
Cherokee  
Comanche  
Epstein  
Geronimo  
Kiowa Dr.

Apache  
Willoughby Dr.  
Gettysburg  
King  
Natchez  
Pickett  
Sharpsburg  
Shenandoah  
Tara  
Zieglers Grove  
Armadillo Rd.  
Coon Dr.  
Jackrabbit Rd.  
Center St.  
Deer Rd.  
Squirrel Rd.  
Hettie Rd.  
Arrow  
Buffalo  
Custer Circle  
Geronimo Lane  
Navajo  
Kildare  
Meadowlark  
Mockingbird  
Meadow Bend Circle  
Meadow Bend Drive  
Meadow Bend Lane  
Cotton Circle  
Mulberry Circle  
Pleak Crossing Rd.  
Quebec Blvd.  
Riverwood Dr.  
Vancouver Blvd.  
Winnipeg Blvd.  
Blue Ridge Dr.  
Gettysburg Dr.  
Jeb Stuart Dr.  
Jeff Davis Dr.  
Kearney Dr.  
Lee Dr.  
Oak Hill Dr.  
Pickett Dr.  
Tara Plantation Dr.  
Shiloh  
Stonewall Dr.  
N. Thompsons  
Nowak  
Oakwood  
Oberrender  
Navajo Court



## Precinct #2 (Non-Subdivision Roads - Continued):

School St.  
 School Rd.  
 Schultz  
 Scott  
 Selig  
 Shenley-  
 Short  
 So. Teague  
 Spell  
 Steffek  
 Straznicky  
 Sycamore (East)  
 Sycamore (West)  
 Taylor Run  
 Thompson Ferry  
 Thuesen  
 Trammel-Fresno  
 Vrla  
 Vincik-Ehlert  
 Vlasta  
 Wadell  
 Warneke  
 Watts Plantation  
 West Dallas  
 West Palm  
 Westenfeld  
 West Houston  
 J. C. Wicks  
 Wicks  
 Will Lehman  
 Williams School Rd.  
 Willow  
 Wood  
 Zunker  
 Horse Lane  
 Subdivision Roads:

Coen  
 Long  
 North Pine  
 South Pine  
 Compton  
 Dallas Ave.  
 Disney  
 Farmersville  
 Garland  
 Honey Grove  
 Houston Ave.  
 Ladonia  
 Maguire  
 Main  
 Macnicoll  
 Masterson  
 Benchmark Dr.  
 Gallery Ct.  
 Gold Bridge Ct.  
 Ruidosa Ct.  
 Santa Christi Dr.  
 Sentinel Dr.  
 Snow Flake Ct.  
 Sonata Ct.  
 Bluebonnett Dr.  
 West Dr.  
 Boyd Rd.  
 Marinwood  
 Tiburon Way  
 Sonoma Dr.  
 Petaluma Dr.

Bodega Dr.  
 Costa Mesa Dr.  
 Napa Vine Dr.  
 Calistoga Ct.  
 San Mateo Dr.  
 Novato Dr.  
 Maple  
 Hickory  
 Ash  
 N. Locust Dr.  
 S. Locust Dr.  
 Pecan  
 Cedar  
 Spruce  
 Elm  
 Mimosa  
 California Rd.  
 Maryland Rd.  
 Ohio Rd.  
 Pennsylvania Rd.  
 Illinois Rd.  
 Indiana Rd.  
 Ave. A  
 Ave. B  
 Ave. C  
 Ave. D  
 Alice  
 Edna  
 Louise  
 Inez  
 Lissie

PRECINCT #2  
Non-Subdivision Roads:

Altimore  
Alton  
Armstrong  
Ash  
Baker  
Barek  
Battle  
Beard  
Big Island  
Billy Lane  
Birdie Lane  
Blackwood  
Blaze  
Boone  
Brinkmeyer  
Brown Lane  
Buckhorn  
Buffalo  
Burnett  
Bushnel  
Cardinal Dr.  
Chimney Rock  
Cleo  
Cleveland  
Cloudt  
Colony  
Colorado  
Cottonwood Church  
Cow Creek Rd.  
Dale Dodge Lane  
Dallas Rd.  
Danhouse  
Darst Rd.  
Dipple  
Dipple-Lehman  
Dove  
G. Duty  
Emerson  
Isleib  
Evelyn  
Evergreen  
Fenn Rd.  
Fig  
Finney  
Foster School  
Fritzella  
Galveston  
Gaynor  
Guttenberger  
Hageron  
Hardin  
Harris  
Hartledge  
Henson  
Hicks  
Hilltop  
Horton  
Houston  
Huberneck  
Hurta  
Jasmine  
Jerry  
John Miller Rd.  
Joyce  
Juliff Manvel  
Junker  
Kanak  
Kansas

Kentucky  
King  
Kurkendall  
Knight  
Knolle  
Kocurek  
Krueger  
Kuntz  
Laurel  
Leon  
Lum  
Lyle  
Mackhank  
Main  
Marek  
Mark Terrace  
Maroul  
Marylin  
Matilda  
McFarland  
McIntyre  
McKeever  
C. Meyer  
Meyer  
Meyer-Stienberg  
Mildred  
S. Miller  
Miller  
Mitchel  
Modena School  
Moody  
Mueck  
Muegge  
Naill  
Neal  
Needville Rd.  
Needville-Fairchild Rd.  
Nordt  
N. Teague  
Nowotny  
Old Needville-Fairchild Rd.  
Padon  
Palm (East)  
Palmetto  
Pleasant  
Porter  
Post  
Post Oak So.  
Powell Point  
Quail  
Raab  
Rabbit  
Randon School  
Reager  
Renfro  
Rhoda  
Rhonda  
Ricefield  
Richmond  
Roberts Rd.  
Robinowitz #1  
Roesler Rd.  
Rose  
Routt Point Rd.  
Rude  
Rycade School Rd.  
Sawmill  
Schmidt

*C. Meyer*  
*Stahrenberg*

## Precinct #2 (Subdivision Roads - Continued):

Gettie	Cypress Ave.
Laverne	College
Jan	Bryan
Lola	Ivy Ln.
Kim	Gardenia
Edie	Camillia
Rita	Redwood
Rosen Ave.	Scarlet Dr.
Berg Ave.	Talisman Dr.
Texas Ave.	Nocturne Dr.
Belinda St.	Victoria Dr.
Benny St.	Imperial Dr.
Linda St.	Linda Dr.
Jerry St.	Caroline
Judy St.	Joe
Alvin Rd.	Merrifield Dr.
Public Rd.	Crescent Dr.
Clarence	Broadmore Dr.
Dolores	College Dr.
Emerold	Virginia Dr.
Peridot Dr.	Fairhill
Steffek	Doreen Ave.
Philip Evans Rd.	Bryan Ave.
Phil's Ct.	Lilly St.
Renie's Ct.	Verbena St.
Meadow Lane	Vermont St.
Morgan Ln.	Daisy Ave.
Casey Ct.	
Coco Rd.	
Ellison Rd.	
Knight Rd.	
Max	
Meadows Rd.	
Michael Wayne	
Jungman Rd.	
Pecan Bend Rd.	
Wind Mill Rd.	
Lakeview Rd.	
Deer Run Rd.	
River Oaks Rd.	
Squirrel Hollow	
Meadow Bend Rd.	
Oak Bayou Rd.	
Oak Forrest Rd.	
Oak Meadow Rd.	
Kinser Rd.	
Oak Forrest Dr.	
Parr Ct.	
Loyce Ln.	
Dot Circle	
Muegge Ct.	
Manor Dr.	
Santa Christi Dr.	
Quite Village Ct.	
Quail Village Dr.	
Village Trace Dr.	
Dogwood	
Redbud	
Broadmore	
Cottonwood	
Tulip	
Mistletoe Ln.	
Althea	
Fern	
Vine	
Walnut Ave.	
Mulberry Ave.	
Teakwood Ave.	

PRECINCT #3

## Non-Subdivision Roads:

Addicks-Clodine Road  
 Alice Foster St.  
 Alief-Clodine Rd.  
 Avenue E  
 Bar Rd.  
 Beadle Ln.  
 Beechnut Blvd.  
 Belknap Rd.  
 East Blake Rd.  
 West Blake Rd.  
 Boss Gaston Rd.  
 Bowen St.  
 Brand Lane  
 Brandt Rd.  
 Burney Rd.  
 Canal Rd.  
 Carolina Way  
 Cedar Rd.  
 Charles Lane  
 Christopher St.  
 Clay-Head Rd.  
 Clay Rd.  
 Clodine-Barker Rd.  
 Clodine-Reddick Rd.  
 Corbitt Rd.  
 Corine St.  
 Court Rd.  
 Crossover Rd.  
 Dairy Ashford Rd.  
 Dargill St.  
 Deborah St.  
 Deerwood Dr.  
 Dewberry Lane  
 Dora St.  
 Dulles Ave. (Lester Rd.)  
 Elks Dr.  
 Ennis Rd.  
 Farmer Rd.  
 Fifth St.  
 Florence Rd.  
 Fulshear-Gaston Rd.  
 Gaines Rd.  
 Gaston Rd.  
 Greenbusch Rd. North  
 Greenbusch Rd. South  
 Hartledge Rd.  
 Harlem Rd.  
 Hidden Lake Lane  
 Hillsman Rd.  
 Holmes Rd.  
 Horace St.  
 Hoyt Lane  
 Hunters Lane  
 Jo Ann St.  
 John Clapp Rd.  
 Karen St.  
 Katherine St.  
 Katy Rd.  
 Katy-Flewellen Rd.  
 Katy-Gaston Rd.  
 Lakeview Dr.  
 Lelia St.  
 Lester Rd.  
 Ludwig  
 Madden Rd.  
 Martinez St.  
 Mason Rd.  
 Maykirk St.

McCrary Rd.  
 McKaskle Rd.  
 McKinnon Rd.  
 Meadow Forest Lane  
 Meadow Lane  
 Morton Rd.  
 Moore Rd.  
 O'Brien Rd.  
 Old Richmond Rd.  
 Packer Ln.  
 Pecan St.  
 Precinct Line Rd.  
 Prairie Lane  
 Pumping Plant Rd.  
 Rastus St.  
 Richard St.  
 Richmond Gaines Rd.  
 Robertson Rd.  
 Robinson Rd.  
 Roesner Lane  
 Rosa St.  
 Roesner Rd.  
 Ruth St.  
 Saddlebrook Dr.  
 Saddlebrook Ct.  
 Saddlebrook Way  
 Saddlehorn Rd.  
 Saddlehorn Dr.  
 Saddlespur Ln.  
 Sams St.  
 Sam Brookins St.  
 Sandi Lane  
 Settegast Ranch Rd.  
 Skinner Lane  
 Skyview St.  
 Stafford Run St.  
 Stratmore Rd.  
 Sugar Land-Howell Rd.  
 Timothy St.  
 Tina Lane  
 Virginia Dr.  
 Voss Rd.  
 Wessendorff Rd.  
 West Hidden Lake Lane  
 Willow Lane  
 Winkleman Rd.  
 Winner Foster Rd.  
 Zindler Rd.

## Subdivision Roads:

Castlemont Dr.  
 Chalford Dr.  
 Sawnfield Court  
 Lexham Dr.  
 Moorfield Dr.  
 Whitecross Dr.  
 Saville Court  
 Denbridge Court  
 Fitzroy Court  
 Moorefield Court  
 Swanfield Dr.  
 Denbridge Dr.  
 Royal Hill Dr.  
 Fair Oak Dr.  
 Willow Dr.  
 Oak Dale Dr.  
 Penwood Court

## Precinct #3 (Subdivision Roads - Continued):

Fir Crest Court	Santa Rita Dr.
Magnolia Court	Paso Hondo Dr.
Dove Country Dr.	Paso Del Sol Dr.
Oak Dale Court	La Violetta Dr.
Pecan Drive	San Dario Dr.
Myrtle Dr.	El Cresta Dr.
Brushy Creek Dr.	Empanda Dr.
Pecan Point Dr.	Via Real Dr.
Rifle Gap Lane	Conta Calle Dr.
Highlands Dr.	Sierra Valle Dr.
Vinces Bridge	La Granda Dr.
Colonists Park Dr.	Mira Monte Dr.
Cannon Pass Court	Empanda Dr.
Big Horn Court	Rio Del Sol Dr.
Fort Settlement Dr.	Espinosa Dr.
Riverside Dr.	Navidad Rd.
Wellsworth Dr.	Paso Dobble Dr.
Keegans Wood Dr.	Zapata Dr.
Wildwood Lake Dr.	La Veioletta Dr.
Town Green Dr.	Soledad Dr.
Prairie Oaks Dr.	Son Davio Dr.
Woodland Willows Dr.	Pheasant Creek Dr.
Evergreen Place Dr.	Rippling Mill Dr.
Riverside Grove	Dutch Ridge Dr.
Grand Knolls Dr.	Grind Stone Lane
Wildwood Glen Dr.	Aprilmont Dr.
Bellaire Blvd.	Limeshade Lane
Camino Del Sol Dr.	Cobbleridge Dr.
Los Altos Dr.	Ribbon Ridge Dr.
Navidad Dr.	Red Gully Dr.
Pasadero Dr.	Winnstream Dr.
Sierra Grande Dr.	Radcliff Dr.
Soledad Dr.	Blue Mist Dr.
Soneto Dr.	Blue Mist Ct.
Valinda Dr. West	Amber Ridge Dr.
Valinda Dr. East	Slippery Rock Dr.
Val Vista Dr.	Dusty Mill Dr.
Allende Dr.	Slippery Rock Ct.
Amargos Dr.	Delbarton Dr.
La Place Dr.	Earlswood Dr.
Lobena Dr.	Knightsway Dr.
Londress Dr.	Charlmont Dr.
Mesones Dr.	Chesney Downs Dr.
Sinaloa Dr.	Sebastion Dr.
San Lucas Dr.	Starbridge Dr.
Trabajo Dr.	Woodleigh Dr.
Valinda Dr.	Kirby Dr.
San Pablo Dr.	Hydethrope Dr.
La Place Ct.	Heatherly Dr.
Condessa Dr.	Chelsworth Dr.
Zapata Dr.	Knightsway Dr.
Arista Dr.	Tramore Dr.
Colima Dr.	Stanbridge Dr.
Sinaloa Dr.	Broad Oaks Dr.
San Lucas Dr.	Deerwood Dr.
Estinosa Dr.	Meadow Way Circle
Alametos Dr.	Oak Knolle Dr.
Ferrara Dr.	Riva Ridge Rd.
Caracas Dr.	Rolling Oaks Dr.
Tremendo Dr.	Montesa Court
LaGloria Dr.	El Pico Dr.
Cortes Dr.	Ensenada Dr.
Pastoria Dr.	Fresno Dr.
Tetela Dr.	La Brea Dr.
Mercado Dr.	Montesa Dr.
Tierraverde Dr.	Petra Dr.
Alegria Dr.	Sultana Dr.
Sorbete Dr.	Suspino Dr.
Candella	Via Della Dr.
Costero	Atascadero Dr.

## Precinct #3 (Subdivision Roads - Continued):

Lindita Dr.	Townemist Dr.
Barbarosa Dr.	Townemist Court
El Sabio Dr.	Hollow Canyon Dr.
Beechnut St.	Towneway Dr.
Tamayo Dr.	East Creek Dr.
El Capitan Dr.	Panhandle Dr.
Medio Dr.	Long River Circle
Mondrian Dr.	Long River Court
Lindita Dr.	West Edge Drive
Vista Del Sol Dr.	Hollow Canyon Court
Glorieta Dr.	Gulfstream Lane
Loma Puseno Dr.	Gulfstream Court
San Cristobal Dr.	Rancho Bernardo Lane
Sol-Ana Dr.	Penton Dr.
Valeta Dr.	Alderwick Dr.
Mission Green Dr.	Walbrook Dr.
Sugarwood Dr.	Hobart Dr.
Creekside Dr.	Willow Bend Dr.
Carriage Way	Bridal Wreath Lane
Raintree Dr.	Birch Glenn Lane
Overland Pass Dr.	Cypress Green Dr.
Fieldstone Dr.	Mimosa Lane
Hodge Lake Lane	Mimosa Circle
Deer Creek Dr.	Silverbelle Court
Randon's Point Dr.	Silverbelle Lane
Stephen's Creek Lane	Woodsedge Dr.
Stephen's Creek Court	Cedar Creek
Old Bridge Lane	Dogwood Trail
Tory Hill Lane	Dogwood Trail Circle
Clark Tower Lane	Holly Valley Lane
New Village Lane	Willow Way
Old Village Lane	Cherry Ridge Road
Old Towne Lane	Cherry Ridge Circle
Towneway Dr.	Hickory Hollow Lane
Village Point Lane	Linden Lane
Kent Towne Lane	Old Oak Rd.
Towne Brook Lane	South Dogwood Circle
Clark Towne Rd.	
Towne Tower Lane	
Overview Dr.	
Towneview Dr.	
Townewest Blvd.	
Ripplewave Dr.	
Cedartowne Lane	
Templar Lane	
Towne Oak Lane	
Southline Rd.	
Overview Dr.	
Paintbrush Lane	
Limewood Lane	
King Ranch Lane	
QuietTown Lane	
Branchwater Lane	
Odessa Rd.	
Permian Dr.	
Westedge Dr.	
Spanish Grant Dr.	
Gulfstream Lane	
Bernardo Lane	
Stockman Lane	
Townhall Lane	
Quail Ridge Lane	
Town Square Rd.	
Richtown Lane	
Tahoka Lane	
Long River Dr.	
Bell Towne Dr.	

PRECINCT #4

## Non-Subdivision Roads:

Albert Marek Rd.  
 Antone Stade Rd.  
 Arnie Rd.  
 Ash  
 Avenue E  
 Ayler  
 B  
 B. J. Dusek  
 Baker  
 Battle  
 Beasley  
 Behrens  
 Blaisdale  
 Bohacek  
 Bois D'Arc  
 Boothill  
 Bowser  
 Buls  
 Carlos  
 Cay  
 Country Lane  
 County Lane  
 Cris  
 Cummings  
 Daily  
 Doris Rd.  
 Drachenberg  
 Dyer  
 Engle  
 Evans  
 Fort Bend Line Rd.  
 Fulshears Farms Rd.  
 Gajesky  
 Gin  
 Grunewald  
 Guyler  
 Hamlink  
 Hannibal  
 Harlem  
 Herman Sulak Rd.  
 Hopkins  
 Hughes  
 Huntington  
 Jackson  
 James Lane  
 Jap Rd.  
 Joerger  
 Johnson Rd.  
 K  
 Kacel  
 Karle  
 Kibler  
 Kovar  
 Koym  
 L. W. Cummings Rd.  
 Lehmann  
 Levee  
 Long Lane  
 Macha  
 Magnolia Ave.  
 Marick  
 McCrary  
 Melody Lane  
 Moore  
 Mullins-Reynolds  
 Nails  
 DRS Road  
 Beltz Road

Oak Lane  
 Oilfield  
 P  
 Patton  
 Penny Lake Dr.  
 Pilcik  
 Pitts  
 Polak  
 Pool Hill Rd.  
 Powell Point  
 Prairie  
 Randon  
 Randon School Rd.  
 Red Bird Lane  
 Reinecke  
 Richmond Foster  
 Robinowitz 2  
 Rogers  
 Roper  
 Rose Rd.  
 Rustic Lane  
 Sabine St.  
 Sanders  
 Sartartia  
 Shady  
 Skinner Lane  
 Spencer  
 Sprain  
 Stanberry  
 Stephans  
 Sulak  
 Sulpher  
 Taylor Run  
 Terry Lane  
 Van Steinberg  
 Walker I  
 Walker Lane II  
 Wallis  
 Weeks  
 West Tavener  
 Williams Rd.  
 Winner-Foster  
 Zuckero

## Subdivision Roads:

Chimneystone Circle  
 Frontier Dr.  
 Issacks Way  
 Kitchen Hill Lane  
 Lively Lane  
 Northbound Settlers Way  
 Old Fort Rd.  
 Southbound Settlers Way  
 Stovepipe Lane  
 Whetrock Lane  
 Windmill St.  
 Arrowhead Dr.  
 Colonial Dr.  
 Colony Creek Dr.  
 Countryside Dr.  
 Edgewood Court  
 Edgewood Dr.  
 Green Fields Dr.  
 Hickory Run Dr.  
 North Blue Meadow Circle

## Precinct #4 (Subdivision Roads - Continued):

Pecan Ridge Dr.	Hodges Bend Circle
Planters St.	Hunters Locke
River Birch Dr.	Rain Fall
South Blue Meadow Circle	Robinson Ferry
Brookriver Court	Shadow Creek
Hillside Court	Union Chapel
N'Bound Williams Trace	Wagon Run
Pineleaf Dr.	Water Rest
S'Bound Williams Trace	Williams Grant
Sunrise Court	Wind Fall
Trail Creek Dr.	West Rançecrest St.
Trailside Court	East Rançecrest St.
Valley Field Dr.	Flintrock Ct.
Valley View Court	Bartons Ct.
Williams Grant	Austin Parkway West Bound
Woodwick Dr.	Settlers Way
Eagles Nest Acres Lane	Lexington Blvd.
Jacqueline	Long Reach Dr.
Cotton Mill Court	Rivercrest Dr.
Deaf Smith Drive	Bee Bayou Ln.
Land Grant Court	Battle Ridge Ln.
Land Grant Drive	Bartons Ln.
Landsdowne Dr.	Bayou Crossing
Old Colony Court	Settlers Grove Way
Old Colony Dr.	Carta Circle
Polley Court	Flintrock Ln.
Runaway Scrape Court	Pecan Draw Ct.
William Morton Dr.	Happy Valley
Winston Homestead Dr.	Perry
Audubon Court	Hamblen
Land Grant Dr.	
Land Mark Dr.	
Legacy Court	
Old Colony Drive	
Pilgrimage Court	
Settlers Court	
William Morton Dr.	
Austin Colony Dr.	
Bent Creek Court	
Carriage Court	
Carriage Dr.	
Colony Court	
Cotton Court	
Lively Court	
Manor Court	
Manor Dr.	
Morton League Court	
Morton League Rd.	
Pitts Rd.	
Plantation Dr.	
Richmond Court	
Richmond Dr.	
Cobblestone Court	
Confederate Court	
Cottage Court	
Fair Oaks Lane	
Kingsmill Lane	
Mayweather Lane	
Morton League Rd.	
Surrey Court	
Wildwood Lane	
Chippendale	
Gainsborough Dr.	
Hepplewhite Dr.	
Pecan Hill Dr.	
Pool Hill Rd.	
Queen Anne Court	
Sheraton Circle	
Cypress Hill	



OF TEXAS INCORPORATED

(713) 850-8100

(15)

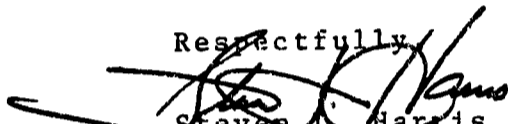
January 16, 1986

Fort Bend County  
Commissioners Court

Dear sirs,

In reference to bid #86-3, for 24 new automobiles we are withdrawing our bid due to a fleet incentive not available to us from Ford Motor Co. Another reason is because we are a new dealer, and our parts code is not approved as of yet. Therefore, we cannot submit any orders to the factory. If the Court would take these items into consideration, it would be appreciated. Galleria Area Ford appreciates the opportunity to bid on your vehicle needs, but at this time cannot fill an order if successful.

Respectfully,

  
Steven L. Harris  
Fleet Manager

RECEIVED-RETURNED  
86 JAN 17 09:17  
FORT BEND COUNTY



SPECIFICATION NUMBER: 1

QTY. AUTOMOBILES: 1

*1 - Sherry*

COMPANY	MET SPECIFICATIONS	PRICE IF SPECIFICATIONS MET	DELIVERY/PRICE GUARANTEE	REASONS SPECIFICATIONS NOT MET
LAWRENCE MARSHALL CHEV. OLDS	YES	\$11,154.95	120/30 DAYS	NONE
EAST BERNARD FORD	NO			SPECIFICATIONS CALLED FOR AM/FM STEREO RADIO, BID SUBMITTED WAS FOR AM/FM RADIO (STEREO NOT SPECIFIED).
<del>SALLERIA AREA</del> FORD	YES	\$10,859.00	180/60 DAYS	NONE
MORT HALL FORD	YES	\$12,100.00	45-75/30 DAYS	NONE
MAC HAIK FORD	NO			SPECIFICATIONS CALLED FOR 525 CRANKING HOUR BATTERY, BID SUBMITTED WAS FOR 71 AMP 475 CCA BATTERY.
HELFMAN FORD	YES	\$11,184.00	60-90/60 DAYS	NONE
DUB MILLER FORD	YES	\$11,660.28	45-90/15 DAYS	NONE
JOE HUBENAK CHEV.	NO			SPECIFICATIONS CALLED FOR A MINIMUM 60 AMP ALTERNATOR, BID SUBMITTED WAS FOR A 56 AMP ALTERNATOR.
GILMAN DODGE	NO BID			
A.C. COLLINS FORD, INC.	YES	\$10,934.00	60/30 DAYS	NONE

00353

SPECIFICATION NUMBER: 2  
QTY. AUTOMOBILES: 66-*Sherry*

COMPANY	MET SPECIFICATIONS	PRICE IF SPECIFICATIONS MET	DELIVERY/PRICE GUARANTEE	REASONS SPECIFICATIONS NOT MET
LAWRENCE MARSHALL CHEV. OLDS	YES	\$11,060.55	120/30 DAYS	NONE
EAST BERNARD FORD	YES	\$11,488.74	120/90 DAYS	NONE
<del>GALLERIA AREA FORD</del>	YES	\$10,715.00	180/60 DAYS	NONE
MORT HALL FORD	YES	\$11,950.00	45-75/30 DAYS	NONE
MAC HAIK FORD	NO			SPECIFICATIONS CALLED FOR 525 CRANKING HOUR BATTERY, BID SUBMITTED WAS FOR 71 AMP 475 CCA BATTERY
HELFMAN FORD	YES	\$11,033.00	60-90/60 DAYS	NONE
DUB MILLER FORD	YES	\$11,511.10	45-90/15 DAYS	NONE
JOE HUBENAK CHEV.	NO			SPECIFICATIONS CALLED FOR A MINIMUM 60 AMP ALTERNATOR, BID SUBMITTED WAS FOR A 56 AMP ALTERNATOR.
GILLMAN DODGE	YES	\$11,501.43	90-120/120 DAYS	NONE
A.C. COLLINS FORD	YES	\$10,788.00	60/30 DAYS	NONE

SPECIFICATION NUMBER: 3  
 QTY. AUTOMOBILES: 9

*8 - Sherrill*  
*1 - Corvair #3*

COMPANY	MET SPECIFICATIONS	PRICE IF SPECIFICATIONS MET	DELIVERY/PRICE GUARANTEE	REASONS SPECIFICATIONS NOT MET
LAWRENCE MARSHALL CHEV. OLDS	NO			TIRE MFG NOT STATED AS REQUIRED BY SPECIFICATIONS.
EAST BERNARD FORD	YES	\$11,331.21	120/90 DAYS	NONE
<del>GAYLERIA AREA FORD</del>	YES	\$10,407.83	180/60 DAYS	NONE
MORT HALL FORD	YES	\$12,100.00	30/30 DAYS	NONE
MAC HAIRK FORD	NO			SPECIFICATIONS CALLED FOR A 525 CRANKING HOUR BATTERY, BID SUBMITTED WAS FOR A 71 AMP 475 CCA BATTERY.
HELFMAN FORD	YES	\$11,100.00	60-90/60 DAYS	NONE
DUB MILLER FORD	NO			SPECIFICATIONS CALLED FOR A 525 CRANKING HOUR BATTERY, BID SUBMITTED WAS FOR A 71 AMP 475 CCA BATTERY WITH HEAT SHIELD.
JOE HUBENAK CHEV.	YES	\$11,592.46	120/15 DAYS	NONE
GILLMAN DODGE	NO BID			
A.C. COLLINS FORD	YES	\$10,922.00	90-120/30 DAYS	NONE

00354

00355

SPECIFICATION NUMBER: 4

QTY. AUTOMOBILES: 9

*G. Henry*

COMPANY	NET SPECIFICATIONS	PRICE IF SPECIFICATIONS MET	DELIVERY/PRICE GUARANTEE	REASONS SPECIFICATIONS NOT MET
LAWRENCE MARSHALL CHEV. OLDS	YES	\$9,667.86	60/30 DAYS	NONE
EAST BERNARD FORD	NO BID			
GALLERIA AREA <del>FORD</del>	YES	\$9,837.00	180/60 DAYS	NONE
MORT HALL FORD	YES	\$10,600.00	45-75/30 DAYS	NONE
MAC HAIK FORD	NO			SPECIFICATIONS CALLED FOR A 525 CRANKING HOUR BATTERY, BID SUBMITTED WAS FOR 71 AMP 475 CCA BATTERY.
HELFMAN FORD	YES	\$10,745.35	60-90/60 DAYS	NONE
DUB MILLER FORD	YES	\$9,956.43	45-100/15 DAYS	NONE
JOE HUBENAK CHEV.	NO			SPECIFICATIONS CALLED FOR A MINIMUM 60 AMP ALTERNATOR, BID SUBMITTED WAS FOR A 56 AMP ALTERNATOR.
GILLMAN DODGE	YES	\$10,954.88	90-120/120 DAYS	**SPECIFICATIONS CALLED FOR A MINIMUM 2.8L, 6 CYLINDER ENGINE, BID SUBMITTED WAS FOR A 5.2L V8 ENGINE.
A.C. COLLINS FORD	YES	\$10,701.00	60-120/30 DAYS	NONE

SPECIFICATION NUMBER: 5

QTY. AUTOMOBILES: 1

*1 - Available #1*

COMPANY	MET SPECIFICATIONS	PRICE IF SPECIFICATIONS MET	DELIVERY/PRICE GUARANTEE	REASONS SPECIFICATIONS NOT MET
LAWRENCE MARSHALL CHEV. OLDS	NO			SPECIFICATIONS CALLED FOR AN EXTERNAL TRANSMISSION OIL COOLER. BID SUBMITTED WAS FOR AN INTERNAL TRANSMISSION OIL COOLER.
EAST BERNARD FORD	YES	\$11,404.09	120/90 DAYS	NONE
GALIFERIA AREA FORD	YES	\$10,539.00	180/60 DAYS	NONE
MORT HALL FORD	YES	\$12,150.00	45-75/30 DAYS	NONE
MAC HAIK FORD	YES	\$11,200.00	120/90 DAY	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP 475 CCA BATTERY.
HELFMAN FORD	YES	\$11,197.78	90-120/60 DAYS	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP BATTERY.
DUB MILLER FORD	YES	\$11,654.19	55-95/15 DAYS	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP 475 CCA BATTERY WITH HEAT SHIELD.
JOE HUBENAK CHEV.	NO			SPECIFICATIONS CALLED FOR SINGLE KEY LOCKING SYSTEM, BIDS SUBMITTED STATED THAT A 25 CAR ORDER WAS REQUIRED FOR THIS OPTION. SPECIFICATIONS ALSO CALLED FOR MAP & DOME LIGHTS, BID SUBMITTED WAS FOR DOME LIGHT ONLY.
GILLMAN DODGE	NO BID			NO EXTERNAL TRANSMISSION OIL COOLER BID, SUBMITTED AN INTERNAL TRANS-MISSION COOLER.
A.C. COLLINS FORD	YES	\$10,944.00	120-150/30 DAYS	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP BATTERY.

00356

SPECIFICATION NUMBER: 6

QTY. AUTOMOBILES: 1

*1 - Conatalle #1*

COMPANY	MEET SPECIFICATIONS	PRICE IF SPECIFICATIONS MET	DELIVERY/PRICE GUARANTEE	REASONS SPECIFICATIONS NOT MET
LAWRENCE MARSHALL CHEV. OLDS	YES	\$11,389.37	120/30 DAYS	NONE
EAST BERNARD FORD	YES	\$11,474.36	120/90 DAYS	NONE
<del>CALIFORNIA AREA FORD</del>	YES	\$10,585.00	180/60 DAYS	NONE
MORT HALL FORD	YES	\$12,200.00	45-75/30 DAYS	NONE
MAC HAIK FORD	YES	\$11,291.00	120/90 DAYS	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP BATTERY.
HELFMAN FORD	YES	\$11,292.63	90-120/60 DAYS	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP H.D. BATTERY.
DUB MILLER FORD	YES	\$11,815.88	50-95/15 DAYS	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP 475 CCA BATTERY WITH HEAT SHIELD.
JOE HUBENAK CHEV.	NO			SPECIFICATIONS CALLED FOR SINGLE KEY LOCKING SYSTEM, BID SUBMITTED STATED THAT A 25 CAR ORDER WAS REQUIRED FOR THIS OPTION. SPECIFICATIONS ALSO CALLED FOR MAP & DOME LIGHTS, BID SUBMITTED WAS FOR DOME LIGHT ONLY.
GILMAN DODGE	NO BID			
A.C. COLLINS FORD	YES	\$11,072.00	120-150/30 DAYS	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP BATTERY.

SPECIFICATION NUMBER: 7

QTY. AUTOMOBILES: 2

COMPANY	MEET SPECIFICATIONS	PRICE IF SPECIFICATIONS MET	DELIVERY/PRICE GUARANTEE	REASONS SPECIFICATIONS NOT MET
LAWRENCE MARSHALL CHEV. OLDS	NO			SPECIFICATIONS CALLED FOR AN EXTERNAL TRANSMISSION OIL COOLER. BID SUBMITTED WAS FOR AN INTERNAL TRANSMISSION OIL COOLER.
EAST BERNARD FORD	YES	\$11,496.46	120/90 DAYS	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP BATTERY.
GALVERIA AREA FORD	YES	\$10,792.00	180/60 DAYS	NONE
MORT HALL FORD	YES	\$12,430.00	45-75/30	NONE
MAC HAIK FORD	YES	\$11,530.00	120/90 DAYS	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP 475 CCA BATTERY.
HEITMAN FORD	YES	\$11,537.19	90-120/60 DAYS	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP POLICE BATTERY.
DWB MILLER FORD	YES	\$12,015.44	45-90/15 DAYS	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP 475 CCA BATTERY WITH HEAT SHIELD.
JOE HUBENAK CHEV.	NO			SPECIFICATIONS CALL FOR SINGLE KEY LOCKING SYSTEM, BID SUBMITTED STATED THAT A 25 CAR ORDER WAS REQUIRED FOR THIS OPTION. SPECIFICATIONS ALSO CALLED FOR MAP & DOME LIGHTS, BID SUBMITTED WAS FOR DOME LIGHT ONLY.
GILLMAN DODGE	NO BID			NO EXTERNAL TRANSMISSION OIL COOLER BID, SUBMITTED AN INTERNAL TRANSMISSION COOLER.
A.C. COLLINS FORD	YES	\$11,226.00	120-150/30 DAYS	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP BATTERY.

00358



EMPLOYEE NAME \_\_\_\_\_ EMPLOYMENT DATE \_\_\_\_\_ 00359

JOB CLASSIFICATION/GRADE \_\_\_\_\_ REVIEW TYPE \_\_\_\_\_

DEPARTMENT/LOCATION \_\_\_\_\_ REVIEW DATE \_\_\_\_\_

**DIRECTIONS:** Use a (x) mark to indicate which statement best describes the employee's performance. Check only one (1) answer per section. All high and/or low marks must be justified with specific events and/or documentation. Forms must be reviewed by Personnel prior to the review date.

**ATTENDANCE:** Check the number of absence, late or left early incidents. Use statement A for a six (6) month and statement B for an annual (one [1] year) review.

- \_\_\_\_\_ (2 pts)    A) six (6) or more times                    B) twelve (12) or more times
- \_\_\_\_\_ (4 pts)    A) five (5) times                                        B) nine (9) to eleven (11) times
- \_\_\_\_\_ (6 pts)    A) three (3) to four (4) times                    B) five (5) to eight (8) times
- \_\_\_\_\_ (8 pts)    A) two (2) times                                        B) three (3) to four (4) times
- \_\_\_\_\_ (10 pts) A) zero (0) to one (1) time                    B) zero (0) to two (2) times

Comments:

**JOB KNOWLEDGE:** Consider the level of knowledge and ability.

- \_\_\_\_\_ (5 pts)    Needs constant assistance on routine procedures and assignments. Has not developed required job skills.
- \_\_\_\_\_ (10 pts)    Needs improvement in daily job performance and skills. Often requires assistance on routine assignments.
- \_\_\_\_\_ (15 pts)    Demonstrates knowledge and skills to meet job assignments. Requires assistance only in unusual and new circumstances.
- \_\_\_\_\_ (20 pts)    Demonstrates knowledge and skills to perform new and difficult assignments. Quickly masters new tasks. Requires very little assistance.
- \_\_\_\_\_ (25 pts)    Demonstrates knowledge and ability to perform special assignments. Able to cope with unusual circumstances. Innovative and resourceful within allowable parameters when confronted with problems.

Comments:

**DEPENDABILITY:** Consider ability to follow instructions and independent follow through.

- \_\_\_\_\_ (5 pts)    Requires constant supervision, not often dependable.
- \_\_\_\_\_ (10 pts)    Requires frequent supervision, dependable only sometimes.
- \_\_\_\_\_ (15 pts)    Dependable, requires only occasional supervision.
- \_\_\_\_\_ (20 pts)    Dependable, requires minimal supervision.
- \_\_\_\_\_ (25 pts)    Dependable. Requires supervision only in unusual and problematic situations.

Comments:



FORT BEND COUNTY  
1986 BUDGET  
10 GENERAL FUND

(17) 00361  
0030

0006 COUNTY TREASURER

CATG	EXPENDITURE DESCRIPTION * IND. AMENDED AMOUNT	1985 ESTIMATED EXPENDITURES	1986 ADOPTED BUDGET
0200	SALARIES & LABOR + 702 <sup>00</sup>	103,944.92*	107,675.00
0201	TEMPORARY OR EXTRA HELP	4,816.38*	3,200.00
0250	LONGEVITY	1,220.00	1,265.00
0300	SOCIAL SECURITY 51 <sup>00</sup>	7,760.00	8,018.00
0400	RETIREMENT 50 <sup>00</sup>	7,281.00*	7,626.00
0500	INSURANCE (GROUP)	8,818.00*	9,700.00
0600	WORKMANS COMP.	180.00	344.00
0700	TRANSPORTATION & TRAVEL	2,315.30*	2,400.00
0701	CONFERENCES/SEMINARS	3,119.40*	2,500.00
1062	OFFICE SUPPLIES	12,000.00	13,600.00
DEPARTMENT TOTAL		151,455.00	156,328.00

JOT NEEDED 803<sup>00</sup>

00362

0030

FORT BEND COUNTY  
1986 BUDGET  
10 GENERAL FUND

0019 JUSTICE OF THE PEACE PCT. # 1

CATG	EXPENDITURE DESCRIPTION * IND. AMENDED AMOUNT	1985 ESTIMATED EXPENDITURES	1986 ADOPTED BUDGET
0200	SALARIES & LABOR + 153 <sup>00</sup>	74,735.00	76,069.00
0201	TEMPORARY OR EXTRA HELP	500.00	500.00
0250	LONGEVITY	375.00	615.00
0300	SOCIAL SECURITY + 1100	5,331.00	5,519.00
0400	RETIREMENT + 1000	5,258.00	5,369.00
0500	INSURANCE (GROUP)	9,136.00	9,136.00
0600	WORKMANS COMP.	264.00	264.00
0700	TRANSPORTATION & TRAVEL	4,800.00	4,800.00
0701	CONFERENCES/SEMINARS	500.00	700.00
1010	PROPERTY AND EQUIPMENT	3,322.55*	2,755.00
1062	OFFICE SUPPLIES	9,432.45*	10,000.00
3020	RENTALS	1,790.00	1,790.00
DEPARTMENT TOTAL		115,444.00	117,517.00

TOTAL NEEDED \$ 174 00

20. CONSIDER PAYMENT TO RONALD WEDEMEYER, ARCHITECT FOR LIBRARY PROJECT  
IN THE AMOUNT OF \$11,488.60:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner Pustka absent for vote, it is ordered to approve partial payment to Ron Wedemeyer in the amount of \$11,488.60. (Recorded in minutes in full)

21. APPROVE BILLS:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner Pustka absent for vote, it is ordered to approve bills as presented by County Auditor.

22. ADVERTISE FOR BIDS FOR SALE OF SAND & CLAY AT FORT BEND COUNTY  
LANDFILL:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids of sand & clay at Fort Bend County Landfill.

23. ADJOURNMENT:

Commissioners' Court adjourned at 4:20 p.m.

## INVOICE FOR ARCHITECTURAL SERVICES

PROJECT Fort Bend County Library  
 (Name, address) 1001 Golfview  
 030 Richmond, Texas 77469

DATE: December 4, 1985

(20)

INVOICE NO: 182105-27

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 November 30, 1985

the sum of  
 Nineteen thousand seventy-eight and <sup>16</sup>/<sub>100</sub>-----Dollars (\$19,078.16)

The above amount shall become due and payable 15 days from the date hereof.

INTEREST ON OVERDUE ACCOUNTS SHALL ACCRUE AT Eighteen PERCENT ( 18%) 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 & Negotiaion-100% Complete		
Paid To Date	=	<del>(\$498,336.78)</del>
✓ Remaining Contract Fee Outstanding	=	11,145.12 ✓
Contract Administration Due	=	< 7,000.00 >
<u>Reimbursable Expenses Due</u>		
✓ Film	=	\$ 20.41 ✓
✓ Deliveries	=	55.94 ✓
✓ Outstanding Reimb. Expenses	=	267.13 ✓
<u>Interest Due on Past Due Invoices</u>		
Invoice 182105-G (5 months)	=	\$ 310.72
Invoice 182105-25 (2 months)	=	215.32
Invoice 182105-26 (1 month)	=	63.52
TOTAL DUE THIS INVOICE	=	\$ 19,078.16

11,488.60

Thank you Ronald Wedemeyer

ARCHITECT: Ronald Wedemeyer  
 BY: Ronald Wedemeyer & Associates  
 4515 Hwy. 6 North  
 ADDRESS: Houston, Texas 77084

## DRAINAGE DISTRICT BOARD

0030

BE IT REMEMBERED That on this 20th day of January, 1986 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. MR. JOHN MICKELSON, RE: PRESENTATION OF CLEAR CREEK REPORT :

John Mickelson representing Van Sickle, Mickleson & Klein presented report on Clear Creek. (Recorded in minutes in full)

2. REPRESENTATIVES OF FORT BEND COUNTY FARM BUREAU, RE: DISCUSSION OF PROCEDURE OF 2-4 D APPLICATION:

Ross Werla and Bruce Mahlmann representing Fort Bend County Farm Bureau explained the purpose of the Farm Bureau and the previous mis-use of 2-4-D application.

3. CONSIDER APPROVAL OF CONTRACT AND SCOPE OF WORK FOR THE FORT BEND COUNTY DRAINAGE MASTER PLAN :

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve contract agreement between Espey, Huston, Inc. and Fort Bend County Drainage District for a drainage master plan study. (Recorded in minutes in full)

4. CONSIDER ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT ALONG DRY CREEK AT THE BRYAN TRACT:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve temporary construction easement along Dry Creek at the Bryan tract. (Recorded in minutes in full)

5. DISCUSS MONTHLY DRAINAGE DISTRICT REPORT

December Monthly Drainage report was discussed. (Recorded in minutes in full)

6. ADJOURNMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that Drainage District Board be adjourned at 2:30 p.m.

**ESPEY, HUSTON & ASSOCIATES, INC.**

Engineering &amp; Environmental Consultants

888 WEST BELT SOUTH, SUITE 200

HOUSTON, TEXAS 77042

(713) 781-8800

CORPORATE OFFICE  
P.O. BOX 519  
AUSTIN, TEXAS 78767

January 17, 1986

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

RE: Drainage Master Plan

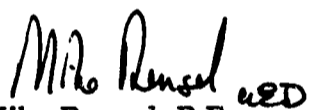
Dear Judge Stavinoha:

Please find two original contracts for the Fort Bend County Drainage Plan. We have incorporated all of the changes we have received from the Commissioners and Stanley Kucherka.

We have not received any comments from Larry Wagenbach, County Attorney, so we have assumed that it is in order. The contract wording was taken from a Harris County Flood Control District contract for Master Planning.

We look forward to meeting the challenge of this vitally important task. We will be at the Monday, January 20, 1986 Drainage District meeting at 1:15 p.m. to receive approval to proceed on this work.

Very truly yours,

Mike Rengel, P.E.  
Vice President

MR/sl

cc: Stanley Kucherka  
Larry Wagenbach



**AGREEMENT FOR ENGINEERING SERVICES****THE STATE OF TEXAS****COUNTY OF FORT BEND**

**THIS AGREEMENT made, entered into and executed by and between the FORT BEND COUNTY DRAINAGE DISTRICT, a body corporate and politic under the laws of the State of Texas, hereinafter called the "District," and Espey, Huston & Associates, Inc., a Texas corporation, hereinafter called the "Engineer" or "Consultant."**

**WITNESSETH, that**

**WHEREAS, the District desires to have a Drainage Criteria Manual and Master Drainage Plan of Fort Bend County, hereinafter called the "Plan"; and**

**WHEREAS, the Engineer represents that it is fully capable of making and qualified to make the Plan and the Engineer desires to perform the same;**

**NOW, THEREFORE, the District and the Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:**

**SECTION I****SCOPE OF AGREEMENT**

**The Engineer agrees to perform certain professional engineering services in connection with the Plan, as defined in Exhibit "A" attached hereto and made a**

pārt hereof, hereinafter sometimes called "Scope of Work," and for having rendered such services, the District agrees to pay to the Engineer compensation as stated in the sections to follow.

## SECTION II

### CHARACTER AND EXTENT OF SERVICES

The Engineer shall render the professional services in connection with the Plan as defined in Exhibit "A" attached hereto. The District shall be the absolute and unqualified owner of all studies, reports, analyses, determinations, recommendations, and other documents prepared pursuant to this agreement with the same force and effect as if the District had prepared the same.

## SECTION III

### TIME FOR PERFORMANCE

Engineer agrees to prosecute the work to be performed hereunder diligently and to complete the Plan, including all services called for in Exhibit "A" attached hereto, within 12 months from the date of execution of this Agreement. Upon written request of the Engineer, the District may grant time extensions to the extent of any delays caused by the District or other agencies with whom the work must be coordinated and over whom the Engineer has no control.

## SECTION IV

## COMPLIANCE AND STANDARDS

The Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the engineering profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and to the Engineer's performance.

## SECTION V

## THE ENGINEER'S COMPENSATION

For and in consideration of the services rendered by the Engineer pursuant to the Exhibit "A" Basic Services of this Agreement, the District shall pay to the Engineer the sum of \$500,000, and said sum being hereinafter referred to as the fixed fee. For and in consideration of the services rendered by the Engineer pursuant to the Exhibit "A" Special Services of this Agreement, the District shall pay the Engineer on a time and materials basis in accordance with Exhibit "B" Standard Rate Schedule.

## SECTION VI

## TIME OF PAYMENT

A. Payment by the District to the Engineer during the Performance of the Exhibit "A" Basic Services of this Agreement shall be made monthly. Payments

shall be equal to the percentage of services completed during the preceeding calender month until 95% of the fixed fee is disbursed.

B. Payment by the District to the Engineer during the Performance of the Exhibit "A" Special Services of this Agreement shall be made monthly equal to the amount of work performed during the preceeding calendar month.

C. The Engineer shall submit to the District by the 15th of the month an invoice with accompanying statement of work performed in the previous month. The District shall upon acceptance of the invoice and the statement of work performed, pay to the Engineer the full amount of the invoice within 20 days of receipt.

D. Within thirty (30) days of the acceptance of the Engineer's Final Report submitted pursuant to Exhibit "A", an amount equal to 100% of the fixed fee and Special Services of this Agreement shall be paid by the District to the Engineer.

#### SECTION VII

#### TERMINATION

The District or the Engineer may terminate this Agreement at any time by thirty (30) days' notice in writing to the other party. Upon receipt of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and

contracts insofar as such orders or contracts are chargeable to the Agreement and such cancellation would be in the best interest of the District. As soon as practicable after receipt of notice of termination, the Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The District shall then pay the Engineer that proportion of the prescribed charges for those services which were actually performed under this Agreement, less such payments on account thereof that have been previously made. Copies of all completed or partially completed designs, maps, studies, and other work product prepared under this Agreement shall be delivered to the District when and if this Agreement is terminated.

#### SECTION VIII

##### ADDRESS FOR NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the Engineer at the following address:

Espey, Huston & Associates, Inc.  
888 West Belt South, Suite 200  
Houston, Texas 77042  
Attn: Mr. Mike Rengel, P.E.  
Vice President

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the District at the following address:

Fort Bend County Drainage District  
P. O. Box 1028  
Rosenburg, Texas 77471

*attn: County Judge*

## SECTION IX

## SUCCESSORS AND ASSIGNS

The District and the Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the District nor the Engineer shall assign, sublet or transfer its or his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

## SECTION X

## COPYRIGHT

Engineer does hereby grant to District the royalty-free right to reproduce all material furnished by Engineer to District under the terms of this Agreement.

## SECTION XI

## MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or

written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in duplicate originals this the 20 day of January, 198  .

APPROVED AS TO FORM;

FORT BEND COUNTY FLOOD CONTROL DISTRICT

~~County~~ Attorney

By \_\_\_\_\_  
County Attorney

By Jodie Stavinoha  
Jodie Stavinoha  
County Judge, Fort Bend County, Texas

ATTEST:

ESPEY, HUSTON & ASSOCIATES, INC.

By Anna E Dawson  
Secretary

By Mike Reggel  
Mike Reggel, P.E.  
Vice President

## Exhibit "A"

SCOPE OF WORKMASTER DRAINAGE PLAN AND DRAINAGE CRITERIA MANUAL  
FOR  
FORT BEND COUNTY

## I. GENERAL

## A. Introduction

The need to balance environmental protection with flood protection is one of the most challenging problems in the urbanization of Fort Bend County, Texas. Comprehensive drainage system planning is essential to define present flood conditions, and to select flood control improvements required to protect private property and to serve urban growth while minimizing the environmental consequences associated with the construction and maintenance of the necessary facilities and their improvements. The rapid urban growth, the flat topography, the maritime climate, and the relatively impervious soils of Fort Bend County contribute to flood problems and highlight the importance of long-range planning for flood management. In consideration of these significant factors, the Fort Bend County Drainage District (hereafter District) is contracting with Espey, Huston & Associates, Inc. (hereafter Engineer) wherein the Engineer will develop a Master Drainage Plan and Drainage Criteria Manual of Proposed Flood Control Improvements in Fort Bend County, Texas, to meet the following objectives:



1. To determine the present conditions and establish the 100-year flood frequency elevation along the selected major drainageways.
2. To determine and evaluate the cumulative impact of flood control measures proposed for the ultimate development condition.
3. To develop structural and nonstructural flood control alternatives of sufficient detail to serve as preliminary engineering designs of chosen alternatives for projected flood control needs in Fort Bend County in specific watersheds.
4. To assess the environmental consequences of alternative flood control improvements and to determine the potential for mitigation of environmental damages.
5. To develop a set of flood control standards and methods of analyses used in the implementation of the Master Plan.

The development of a Master Drainage Plan in Fort Bend County will be accomplished by compiling the existing studies that have been prepared by the District and by other consultants for the District and other interests, establishing a consistent set of drainage criteria as appropriate for similar watershed conditions, analyzing the existing conditions on the basis of the established criteria, and determining alternative proposals of flood control to meet projected development.

**B. Guidelines/Responsibilities**

**1. Existing Studies**

The District will make available to the Engineer copies of all studies performed by the District, for the District by other consultants, and by other consultants for land developers requiring District approval. The District will encourage the consultants to make available to the Engineer any HEC-1 and HEC-2 models, or other hydrologic models on printed material and, if possible, on magnetic tape in a format suitable for use on the Engineer's computer.

2. Soil

Soil surveys will not be required. Suitability of soils should be considered for earthen side slopes and any embankments for detention basins or other proposed flood control measures. Side slopes used in this study will be based upon generally accepted practice. Detailed stability analysis required prior to detailed design of facilities is beyond the scope of this study. The standard Fort Bend County Soil Report should be utilized for general soils information.

3. Land Use

Land-use analysis will not be required for the hydraulic/hydrologic evaluation, but consideration will be given to the type of land use that would be appropriate for each watershed. The Engineer shall utilize ultimate (100-percent) development based on methods to be determined to design improvements. Deviations from the ultimate

development conditions will be considered by the District in the utilization of the Plan. However, the environmental assessments should consider ultimate land use for the specific areas directly impacted by the alternatives considered. The Engineer shall obtain land use and projected land-use maps from the Houston-Galveston Area Council, the City of Houston Chamber of Commerce, the Texas Department of Water Resources, and other available sources.

4. Right-of-Way

Existing right-of-way data will be made available by the District. The Consultant will be required to review files and drawings at the District offices but will not be required to do any title search or to verify accuracy of existing right-of-way data obtained from the District.

5. Alternatives - Ultimate Development

The goal of this task is to develop information specific enough for long-range planning, but general enough to allow for flexibility or change as necessary. This evaluation will be site-specific to the extent that alternative locations are defined. Major impacts and sensitive areas will be mapped. Drainage alternatives will be considered as follows.

a. No-Action Alternative.

No improvements will be considered and the impact will be evaluated from hydraulic and socio-economic standpoints.

b. Channelization Alternative.

This alternative will be conventional design as currently practiced.

c. Detention Alternative.

This alternative will include detention or retention and diversions. It is not anticipated that diversion will be a viable alternative due to legal implications. However, there may be cases where diversion may have some environmental or economic advantage such that it will be considered. However, detailed evaluations of alternatives both with diversion and without diversion will only be performed when diversions have been considered appropriate.

Detention basins will not be specifically located in the final report, but rather descriptive terms such as discharge and depth will be shown. It is recognized, however, that basin locations must be sufficiently specific for a proper hydraulic analysis and, in some cases, for meaningful environmental assessment.

d. Combination Alternatives.

Alternatives combining detention basins, channel improvements, and undisturbed reaches or reaches with one bank remaining in its natural state will also be considered when feasible.

## II. BASIC SERVICES

### A. Preparation of a Drainage Criteria Manual

1. The Engineer will obtain and review existing drainage criteria used in the District, and other counties in the District's surrounding area.
2. The Engineer will develop drainage criteria appropriate for use in the District, by the District, consultants, developers and any other parties participating in drainage and flood control projects in Fort Bend County. Criteria that will be developed include:
  - a) Methodology for determining storm water runoff from various frequency events for developed and undeveloped conditions.
  - b) Criteria for sizing various conveyance channels within the District, i.e. roadside ditches, culverts, drainage ditches.
  - c) Criteria for drainage inside leveed areas.

This criteria will consider different types of land use as appropriate within a watershed.

3. The developed criteria will be presented in a reproduceable format, in a manner which can be utilized by the District in evaluating proposed drainage improvements within the District.

### B. Present Conditions

#### 1. Data Collection

Engineer will implement the gathering of existing information describing the physical system for input into the hydraulic and hydrologic analysis. This will include the existing studies, plans and specifications for improvements for all watersheds within the District. No field surveying is anticipated in the data collection phase, or subsequent phases. Field surveying will be a Special Service.

2. Evaluation

The Engineer will evaluate the data collected above and determine the best information available for each watershed. A determination will be made as to the applicability of best available information and the additional information that will be required to properly evaluate the existing conditions.

3. Analysis

Where adequate information exists, the Engineer will complete, compile and document modeling and analysis of the existing conditions in order to evaluate existing flood risks and effectiveness of proposed alternative flood control measures.

The Engineer will develop 25- and 100-year flow peaks utilizing the criteria determined in Section A above and complete a model of stream flood conditions by utilizing the HEC-2 computer model for the two flood events.

**C. Watershed Studies****1. General**

Preliminary evidence indicates that sufficient information exists, or will exist, on specified watersheds within the District to prepare alternative analyses. These watersheds include the following:

**In the San Bernard River Basin**

Turkey Creek

Snake Creek

Buffalo Creek

**In the Brazos River Basin**

✓ Jones Creek (incl. Flewellan Ditch)

✓ Oyster Creek (incl. Red Gully, Stafford Run, Ditch "H", Flatbank Creek)

Fulshear Creek

Rabbs Bayou & Middle Bayou

Big Creek (incl. Dry Creek, Fairchilds Creek, Coon Creek, Seabourne Creek, Cottonwood Creek)

**Other Basins**

Willows Fork of Buffalo Bayou

Clodine Ditch

Keegan's Bayou

Clear Creek

On these watersheds, the following work will be completed.

2. Alternate Design Improvements

The Engineer will analyze the following alternative flood control concepts for ultimate development of watersheds, utilizing information gathered in Section B above, as follows:

a) No-Action Alternative

This alternative will consider the extent of the 100-year flood plain for existing and ultimate development conditions without any flood control measures and the impact.

b) Channelization Alternatives

Channelization will consider channel straightening, deepening, paving, and widening as flood control measures. In the design of channel improvements, measures to mitigate the impact of channel enlargement will be included where possible.

c) Detention Alternative

For each watershed where drainage improvements are considered, the Engineer will determine the feasibility for stormwater retention and detention basins. Several possible detention basin arrangements may be feasible; therefore, land availability in each watershed must be examined to limit the detention analysis to those sites which may be analyzed for such basins. It is not anticipated that diversion will be a viable alternate due to legal implications. However, there



may be some cases where evaluation of this alternative may be justified.

d) Combination Alternative

A combination of the above three alternatives may be implemented on a channel if determined most feasible. This combination plan should combine those portions of the basic alternatives most suitable for the watershed. Such measures might include channel modification which provides for pool areas interconnected by areas of steep slopes providing for aeration, silt traps, low weirs to control run-off and create pools, and the channelization of one side of the stream to furnish the required channel capacity while leaving one side undisturbed in its natural riparian state.

3. Analysis

Engineer will provide an assessment of the future flood control improvements in Fort Bend County based on an engineering evaluation of the design feasibility and the costs of possible alternative improvements. Portions of this engineering evaluation of alternatives may be conducted simultaneously with the hydraulic and environmental baseline studies and will utilize information developed therein. The analysis shall then assess the impact of feasible hydraulic solutions on the environment and the social and economic status of the community with related legal and flood factors defined.

4. Cost

Engineer shall perform an economic analysis of alternatives. Right-of-way costs for detention basins or channels shall be included. Construction costs and flood damage costs shall also be estimated. Maintenance cost variables, such as those attributable to detention basins, shall also be addressed. A "rule of thumb" factor, as developed by the Rice Center for Harris County, may be utilized by the Consultant for his projections of flood damage in flood-prone areas.

5. Preliminary Alternative Design Report

Engineer shall prepare a Preliminary Alternative Design Report which presents the costs, reduced flood damages, and environmental consequences of the various alternative designs, so that the District might select a plan for further documentation.

D. Master Drainage Plan

For those watersheds studied under the Basic Services described above, the Engineer will prepare a Master Drainage Plan. The recommended plan will be presented in general plan view at a scale of 1" to 2,000' and in profile to such a scale as is legible and workable. The plan should include all data developed previous and as presented in Section II.B.2 and Section II.C.5.

The profile view shall show the 25- and 100-year water surface elevations of the selected alternatives. The plan shall include a section

detailing priority improvements for the watershed to alleviate current flooding problems.

**E. Deliverable Items**

The Engineer shall provide the following material and presentations.

1. Drainage Criteria Manual

The manual shall be presented in Preliminary format to the District in 6 months. The final manual shall be submitted within 9 months of the District's approval of the preliminary manual.

2. Present Conditions Report

The Engineer shall submit to the District a report which describes the evaluation of present conditions as described in Section II.B and delineates the additional information required to prepare additional Watershed Studies and complete the Master Drainage Plan for the entire County. This shall be submitted to the District within 6 months after contract award.

3. Preliminary Alternative Design Report

The Engineer shall submit six (6) copies of the Preliminary Alternative Design Report within 9 months after contract award.

4. Master Drainage Plan

The Master Drainage Plan for the watersheds studied under the Basic Services of this agreement will be completed in 12 months after contract award. This time can be extended if the Special Services of this agreement is exercised and if conditions unforeseen by the Engineer occur.

5. Presentations

During the course of this engineering analysis, the Consultant will, at the request of the District, provide representation before governmental agencies in Fort Bend County such as the Fort Bend County Commissioners Court, and in surrounding counties as required. Representation before the Texas Department of Water Resources (TDWR), Texas Water Commission (TWC), Federal Emergency Management Agency (FEMA), or other groups or entities shall be a Special Service. This representation will include Espey, Huston & Associates, Inc. project manager and engineers as required. The Engineer shall make five public presentations of the Master Drainage Plan upon its completion. The location of these public presentations will be as designated by the District.

III. SPECIAL SERVICES

The Engineer shall not embark on any additional work other than that which is specified in Section II - Basic Services of this agreement without written approval of the District. If additional work items are requested by the District in writing, the Engineer shall be due additional compensation as described in Section V of the Agreement. Possible additional services are as follows:

A. Additional Watershed Studies

The Engineer shall prepare additional Watershed Studies other than those specified in II.C, or coordinate the watershed studies of other consultants or District personnel.

**B. Soils Investigations**

The Engineer shall prepare soils investigations including test borings, related analysis and recommendations.

**C. Field Surveying**

The Engineer shall prepare land surveys, establishment of boundaries and monuments, and related office computations.

**D. Expert Witness and Special Meetings**

The Engineer shall provide assistance to the District as an expert witness, or to attend special meetings before various approval and regulatory agencies not described in the Basic Services.

**E. Environmental Assessment**

The Consultant shall prepare environmental studies on areas within the District on proposed project alternatives.

**F. Grant Applications**

The Consultant shall prepare applications and supporting documents for state or federal grants on advances for flood control projects.

**G. Financial and Management Planning**

The Consultant shall prepare financial analyses associated with the funding of alternatives developed in the Basic Services portion of this document. The Consultant shall prepare management and operational plans for the District.

ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN FORT BEND COUNTY  
FLOOD CONTROL DISTRICT AND ESPEY, HUSTON & ASSOCIATES, INC

THE STATE OF TEXAS ;

COUNTY OF FORT BEND ;

On this, the 20 day of January, 1986, the Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend County Flood Control District, upon motion of Commissioner Lutts, seconded by Commissioner Gerham duly put and carried.

IT IS ORDERED that County Judge Jodie Stavinoha be, and is hereby, authorized to execute for and on behalf of the Fort Bend County Flood Control District an Agreement between the Fort Bend County Flood Control District and Espey, Huston & Associates, Inc., relating to a drainage analysis and study of the Fort Bend County, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

Drainage  
(4)

FORT BEND COUNTY

00389

TEMPORARY CONSTRUCTION EASEMENT

0030

THE STATE OF TEXAS I  
COUNTY OF FORT BEND I

KNOW ALL MEN PRESENT: That the undersigned, Dr. Noel A. Bryan,  
Mason Bryan, and B. F. Bryan

(hereinafter called Grantors) have hereby

grants and conveys unto the said FORT BEND COUNTY, of Fort Bend County, Texas, a temporary easement for the purpose of constructing a drainage canal, upon, over, through and across the land of Grantors along the route hereinafter designated, and said land being situated in FORT BEND COUNTY, TEXAS, to-wit:

Exhibit A

DR. NOEL A. BRYAN TRACT

Fort Bend County Drainage District shall have a temporary easement 200 feet in aggregate width being 100 feet at right angles to and on both sides of the following described line,

Beginning at the intersection of the centerline of Dry Creek (referred to by the District as ditch II B 2) and the Southwesterly property line of Grantor's tract (described in Volume 913, Page 289 of the Fort Bend County Deed Records) located in the S. B. Pentecost Survey, Abstract 362 and Abstract 378, Fort Bend County, Texas,

Thence upstream along the centerline of Dry Creek to intersect the Northeasterly property line of Grantor's tract, being the termination point of this easement.

During 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.

Exhibit B

MASON BRYAN TRACT

Ford Bend County Drainage District shall have a temporary easement 200 feet in aggregate width being 100 feet at right angles to and on both sides of the following described line,

Beginning at the intersection of the centerline of Dry Creek (referred to by the District as ditch II B 2) and the Southeasterly property line of Grantor's tract (described in Volume 913, Page 286 of the Fort Bend County Deed Records) located in the S. B. Pentecost Surveys, Abstract 362 and Abstract 378, Fort Bend County, Texas,

Thence upstream along the centerline of Dry Creek to intersect the Northeasterly property line of Grantor's tract, being the termination point of this easement.

During 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.

## Exhibit C

## B. F. (BEEFUS) BRYAN TRACT

Fort Bend County Drainage District shall have a temporary easement 200 feet in aggregate width being 100 feet at right angles to and on both sides of the following described line,

- Beginning at the intersection of the centerline of Dry Creek (referred to by the District as ditch II B 2) and the Southwesterly property line of Grantor's tract (described in Volume 913, Page 292 of the Fort Bend County Deed Records) located in the S. B. Pentecost Survey, Abstract 362, Fort Bend County, Texas,

Thence upstream along the centerline of Dry Creek to intersect the Northwesterly property line of Grantor's tract, being the termination point of this easement.

During 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 granting and conveying of a temporary easement for the purpose of constructing a drainage canal, upon, over, through and across the land of Grantors, as described in Exhibits A, B and C, shall become binding, valid and in effect upon the Grantors and the Fort Bend County Drainage District when the named parties agree on the following terms:

## I

Fort Bend County Drainage District agrees that the length of time of the temporary easement for construction purposes granted herein shall be one (1) year, beginning sixty days from the date of the signing of this easement. Said easement rights in regard to the above described parcels shall terminate at the end of said period of time unless said period be extended in writing by Grantors, and shall terminate without further action on behalf of Grantors, their successor or assigns.

## II

Fort Bend County Drainage 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 FORT BEND COUNTY shall be limited to use only during periodic maintenance (excluding major excavation) of Dry Creek as it crosses Grantors' property.

## III

Fort Bend County Drainage District agrees during the life of this easement to repair all damage to roads, bridges, passageways and fences resulting from the County's use in going to and from said easement right-of-way, and to restore the same to the previously existing conditions as near as possible or better.

## IV

Fort Bend County Drainage District will construct a barbed wire fence (5 wire), using metal post, along the Easterly bank of Dry Creek. The fence shall be constructed according to the following specifications:

1. The fence shall begin at the intersection of the Northeasterly property line and 100 feet East of the centerline of Dry Creek on Dr. Noel A. Bryan's Tract. The fence shall extend along the Easterly bank of Dry Creek to the Southwesterly property line and 100 feet from centerline of Dry Creek on B. F. Bryan's Tract.
2. The fence shall be constructed of five (5) strands of galvanized American made twelve and one-half gauged wire.
3. The metal fence post shall be rest-treated, 5.5 feet high above the ground level, spaced 12 feet apart.



4. The fence shall be constructed with 5 in. diameter creosoted stabilizing post spaced 100 feet apart and anchored 4 feet deep in the ground.
5. The galvanized American made 12.5 gauged wire shall be attached to the metal post by galvanized metal chips made for that purpose.
6. The above named wire shall be attached to the creosoted stabilizing post by two or more galvanized staples 1-1/2 in. in length.
7. The corner posts shall be 6 to 8 inches in diameter, 3 in number, anchored 4 feet in the ground and braced to each other.
8. Should the fence deviate from a straight line more than 10° in any direction, there will be a semi-corner post constructed in order to maintain proper tension on the 5 strands of barbed wire.
9. There shall be placed a galvanized metal stay equal distance between each post whether metal or wood.
10. The 5 strands of wire shall be strung on the most Easterly side of the posts.

## V

Fort Bend County Drainage District will spread the excavated spoil dirt and seed it with Bermuda and Rye grass as construction is completed (subject to the weather conditions).

1. The Drainage District will spread the excavated spoil dirt beginning at the edges of the top of the ditch and then push it away from the edges of the top of the ditch in a flat grade, a distance not to exceed 200 feet. The grade of the excavated spoil dirt will be flat then planted with Bermuda and Rye grass. The spoil dirt must be established with a permanent grass cover in order to prevent soil erosion. This grass cover must be established even if it requires several plantings of the grasses.

## VI

The Drainage District will extend the Grantor's existing bridge to span the creek after improvements to the creek are complete.

1. The existing bridge located on Grantor Dr. Noel A. Bryan's property must be extended to the total width of Dry Creek after the Dry Creek has been widened. The bridge extension will be constructed to accommodate ordinary vehicles.

## VII

The fence or water-gate located on property line of Dr. Noel A. Bryan and adjoining land owner and the fence or water-gate located on B. F. Bryan property line and adjoining land owner must be a permanent structure in order to prevent livestock from crossing from one land owner's property to another land owner's property.

## VIII

MASON BRYAN, one of the Grantors, shall represent and will be the inspector for all of the other Grantors signing this agreement.

## IX

Grantors reserve 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 Grantors have the right in the manner provided by law and at their own expense to construct and provide ditches, drains and laterals connecting their land or portions thereof with the drainage canal.

Grantors reserve the oil, gas, sulphur and other minerals 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 when construction is completed, FORT BEND COUNTY, its successors or assigns, shall be limited to periodic maintenance (excluding major excavation) along Dry Creek as it crosses Grantor's tract.

TO HAVE AND TO HOLD said right-of-way and temporary easement herein granted, unto the said FORT BEND COUNTY, its successors or assigns.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19\_\_\_\_\_.

Dr. Noel A. Bryan  
Dr. Noel A. Bryan

Jodie E. Starnes  
County Judge

Mason Bryan  
Mason Bryan

B. F. Bryan  
B. F. Bryan

\*\*\*\*\*

THE STATE OF TEXAS I

COUNTY OF San Patricio I

BEFORE ME

Margie Cates, in and for San Patricio County, Texas, on this day personally appeared B. F. Bryan 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 27<sup>th</sup> day of November, A.D. 1985.

(seal)

June 1989  
My Commission Expires:

\*\*\*\*\*

THE STATE OF TEXAS I

COUNTY OF Parker I

BEFORE ME

Maureen Bryant, in and for Parker County, Texas, on this day personally appeared Dr. Noel A. Bryan 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 4 day of December, A.D. 1985.

(seal)

6-10-88  
My Commission Expires:

\*\*\*\*\*

THE STATE OF TEXAS I

COUNTY OF Fort Bend I

BEFORE ME

Jamie Reynolds, in and for Fort Bend  
County, Texas, on this day personally appeared  
Mason Bryan 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 9th day of December  
1985, A.D. 1985.

(seal)

9/27/89  
My Commission Expires:

\*\*\*\*\*

THE STATE OF TEXAS I

COUNTY OF \_\_\_\_\_ I

BEFORE ME

\_\_\_\_\_, in and for \_\_\_\_\_  
County, Texas, on this day personally appeared \_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, A.D. 19\_\_\_\_\_.

(seal)

My Commission Expires:

\*\*\*\*\*

## COUNTY OF FORT BEND

Drainage District

0030

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

December, 1985

Shredders worked on a total of twenty (20) streams in December.

Work continued on the shredding of Big Creek in the area between F.M. 1994 and F.M. 762. Three (3) sloopmowers and two (2) rubber tire tractors continued on this project.

Some of the other major streams that were shredded includes Fulshear Creek, Townwest Ditches, Meadows Ditches, Gapps Slough and Seabourne Creek.

The District's bridge crew worked on a variety of projects. The heavy rains of November washed out a large number of watergates throughout the West and South ends of the county. The Rapier NCK-305 dragline was assigned to drive new piles for these structures. Many of the gate portions of the watergates were retrieved and re-used while others had to be completely rebuilt. Watergates were repaired or replaced on Mound Creek, Cedar Creek, Snake Creek, and Coon Creek. The bridge crew also assisted in work at Rabb's Bayou on the Fort Bend Country Club property. Two (2) sections of four inch waterline were re-routed to facilitate the widened and deepened channel of Rabb's Bayou. Also two (2) drop pipes were installed at inlet locations in an effort to minimize erosion and stop siltation in the new channel. The District's Ruston Bucyrus dragline worked here.

Work also continued on Lower Oyster Creek. The District's Northwest 41 dragline and Fiat Allis FD-16 bulldozer installed several drop inlet pipes into the stream. This project is located within the boundaries of the Sienna Plantation.

The excavation of Cow Creek continued with the Northwest 9570 dragline. Brazoria County is providing dozer support consisting of clearing trees ahead and spreading dirt behind the dragline. Approximately 22,000 cubic yards of dirt were removed during December. The dragline's location on December 31 was to within approximately 1½ miles of Rycade School Road on the Brazoria County side of the creek.

Excavation also continued in December on Middle Bayou. Dredging here has been completed up to station 270+00. The excavation portion of this project should be finished during January 1986. Weather permitting, the spreading of dirt should begin again in January also. Approximately 11,500 cubic yards were removed during December.

Wet conditions during the first part of December allowed a carpentry crew to be assembled so that a new office area at the maintenance facility could be built. A new 600 square feet office building was added to the existing parts warehouse which will allow an increase in the District's parts inventory capabilities. This should further reduce downtime for needed repairs to equipment.

The following charts show where each piece of equipment worked during December.

## Heavy Equipment

Briscoe Ditch II-GG-1	
Fiat Allis FD-30 Bulldozer	12/19, 12/30-12/31
Briscoe Ditch	12/30-12/31
Cedar Creek I-A-1	
Rapiier NCK-305 Dragline	12/10-12/18
Coon Creek II-B-3	
Rapiier NCK-305 Dragline	12/23-12/27
County Line Ditch	
Caterpillar D-6 Bulldozer	12/4-12/5
Cow Creek II-A	
Northwest 9570 Dragline	12/2-12/31
Dry Creek II-B-2	
Fiat Allis FD-30 Bulldozer	12/2-12/10
International TD-25 Bulldozer	12/2-12/10
Dutch John II-B-1	
Caterpillar D-6 Bulldozer	12/9-12/10
Fiat Allis FD-20 Bulldozer	12/9-12/10
Fulshear Creek II-F	
Caterpillar D-6 Bulldozer	12/19-12/20
Lower Oyster Creek II-K	
Northwest 41 Dragline	12/5-12/31
Fiat Allis FD-16 Bulldozer	12/2-12/31
Middle Bayou II-D-1	
Linkbelt LS-98 Dragline	12/2
Linkbelt LS-128 Dragline	12/2-12/31

*Mound Creek I-A**Rapier NCK-305 Dragline**12/2-12/9**Rabbs Bayou II-D**Linkbelt LS-98 Dragline**12/3-12/23**Fiat Allis FD-20 Bulldozer**12/2-12/23**Snake Creek I-C**Rapier NCK-305 Dragline**12/19-12/20, 12/30-12/31*

## Shredders

## Big Creek II-B

105	12/2-12/31
107	12/31
127	12/2-12/31
153	12/2-12/6
154	12/23-12/31

## Buffalo Creek I-B-3

125	12/2-12/4
130	12/2-12/4
144	12/3

## Deer Creek II-B-5

102	12/2-12/17
107	12/2-12/17
129	12/2-12/9
231	12/2-12/9

## Ditch B-1-a

111	12/2-12/6
121	12/2-12/20
230	12/16

## Ditch "H"

119	12/2-12/4
124	12/2-12/4
157	12/2-12/4

## Dry Branch I-E

108	12/3-12/16
110	12/3-12/16
120	12/3-12/20
123	12/3-12/17
125	12/5



*Dry Branch I-E (continued)*

130	12/5
144	12/4-12/17

*Dry Creek II-B-2*

106	12/2-12/17
142	12/2-12/10
242	12/16-12/17

*Fulshear Creek II-F*

112	12/2-12/10
113	12/2-12/6
117	12/2-12/10
118	12/2-12/10
143	12/2-12/6
146	12/2-12/10

*Gapps Slough II-B-10-a*

119	12/6-12/31
124	12/6-12/31
126	12/3-12/6, 12/18-12/31
157	12/9-12/31
242	12/3-12/9

*Meadows Ditches*

112	12/31
117	12/31

*Oyster Creek II-K*

242	12/10
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*Red Gully II-K-9*

112	12/16-12/20
117	12/16-12/20
118	12/16-12/20

*San Bernard Lateral I-L*

108	12/17-12/20
110	12/17-12/20
123	12/17-12/20

*Sbrusch Ditch I-K*

125	12/6-12/17
130	12/6-12/17

*Seabourne Creek II-B-4*

129	12/10-12/31
231	12/10-12/20

*Snake Creek Lateral I-C-10*

125	12/4
130	12/4

*Townwest Ditches*

112	12/23-12/30
117	12/26-12/30
146	12/30-12/31

*Turkey Creek I-D*

108	12/30-12/31
110	12/26-12/31
123	12/26-12/30
130	12/26-12/30

*Turkey Creek Lateral I-D-6*

125	12/19
130	12/19-12/20
144	12/19

*Willow Fork of Buffalo Bayou V-A*

113	12/17
115	12/16

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON FEBRUARY 26, 1986.

STARTING WITH vol.30 pg.201  
FILM CODE NO. \_\_\_\_\_

ENDING WITH vol.30 pg.400  
FILM CODE NO. \_\_\_\_\_

DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

BY Alice Rivette  
DEPUTY



FILM TITLE PAGE FOR  
COMMISSIONERS COURT MINUTES  
FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN  
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 26  
DAY OF FEBRUARY, 19 86.  
STARTING WITH VOLUME NUMBER 30 PAGE NUMBER 401.

DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

BY Alice Brinette  
DEPUTY

*Willow Fork of Buffalo Bayou V-A (continued)*

143	12/18
146	12/18-12/20
158	12/17-12/31
243	12/19-12/31

00402

AGENDA  
FORT BEND COUNTY COMMISSIONERS COURT  
COURTHOUSE ANNEX, RICHMOND, TEXAS  
REGULAR SESSION  
MONDAY, JANUARY 27, 1986  
9:00 O'CLOCK A.M.

0030

1. Approve minutes of meeting of January 20, 1986.
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. Constable W. C. Todd, Precinct 2, re: request approval of three ~~additional~~ reserve deputy positions.
6. Mr. Charles Slone, re: approval of appraised fair market value and sale of 4.818 acres of highway right-of-way property.
7. Sterling Moore, Chief Juvenile Probation Officer, re: request approval of Criminal Justice Div. grant application in the amount of \$95,369.
8. Consider disposition of remaining funds in 1985 rural fire call budget.
9. Consider advertising for bids for rental or lease of 90 acres of land, more or less, in the Henry Scott League, for agricultural purposes.
10. Discuss and approve Fort Bend County Levee Improvement District #12 elections.
11. Consider approval of Substantial Completion Document on library project
12. Consider resolution in support of recognizing the 3rd Monday in January as a County holiday.
13. Consider awarding bids on automobiles and data processing equipment.
14. Consider contract for insurance consultant.
15. Discuss and consider which County office shall maintain all original records pertaining to County property, right-of-way, easement, etc.
16. Consider approval of revised flood control maps.
17. Discuss and take action on recommended changes to Policies & Procedures Manual.
18. Record County salaries in minutes.
19. Consider application from Southwestern Bell Telephone to lay cable across and along Blew Rd. in Precinct 3.
20. Mr. Chris DiStefano, Architect, re: present preliminary drawings and discuss scheduling of new Courthouse Annex.
21. Meet in Closed Session to discuss litigation & personnel matters as authorized by Article 6252-17, Section 2 (e) & (g), V.T.C.S.
22. Take action on any items discussed in Closed Session.
23. 1:30 p.m. - Open bids for the following: (1) Officers uniforms for Fort Bend County Sheriff's Dept. (Bid #86-4); (2) Two complete micro-filming units capable of producing microfiche (Bid #86-5); (3) The lease of oil, gas and other minerals in 10.5147 acres of land situated in Coon Acres Subdivision (sealed offers - #86-6)
24. Adjournment.

FILED FOR RECORD  
TIME 2:55 P.M.

JAN 23 1986

  
Jodie E. Stavinoha, County Judge

I certify that this notice was posted on the bulletin board, County Courthouse & glass panels, Annex, Richmond, Texas on 1-23-86 at 2:05 P.M. by H. Yanda

## REGULAR SESSION

0030

BE IT REMEMBERED That on this 27TH day of JANUARY, 1986 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 JANUARY 20, 1986:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve minutes of meeting of January 20, 1986 with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and carried with Commissioner Denham voting to abstain, it is ordered to approve out-of-town travel request for the following county personnel: (Recorded in minutes in full)

DISTRICT ATTORNEY  
EMERGENCY MANAGEMENT  
COUNTY EXTENSION AGENCY  
JUDGE, 328TH DISTRICT COURT

5. CONSTABLE W.C. TODD, PRECINCT 2, RE: REQUEST APPROVAL OF TWO RESERVE DEPUTIES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting to abstain, it is ordered to approve Wyatt Binford and Donald Mudd as the two reserve deputies for Constable Precinct 2.

W.C. Todd III request approval of two reserve deputies.

6. MR. CHARLES SLONE, RE: APPROVAL OF APPRAISED FAIR MARKET VALUE AND SALE 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 set fair market value at \$9,000 per acre and set sales price of 4.818 acre of right of way at 50% of the appraisal value (\$4,500.00) per acre totaling \$21,681.00. (Recorded in minutes in full)

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT  
Ralph Gonzalez and  
Bryan K. Best to attend seminar and funds are available  
I hereby request authority to make an official trip outside Fort Bend County

accompanied by the following persons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure Feb. 23, 1986

Date of Return Feb. 27, 1986

Purpose of Trip: to attend seminar on Forensic Evidence

Places to be Visited: Williamsburg, VA

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

1-24-86 WAB  
Date Name  
District Attorney  
Title

\*\*\*\*\*

Approved: Commissioners' Court  
J. Stavenoha 1-27-86  
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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure February 3, 1986  
Date of Return February 7, 1986

Purpose of Trip: Assist Training Division of state Emergency Management as an adjunct Instructor.

Places to be Visited: University of Houston/Clear Lake

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

Stephen J. Speed  
Name  
County Coordinator  
Title

1-21-86  
Date

\* Expenses covered by State. \* \* \* \* \*

Approved: Commissioners' Court  
J. Starnes  
County Judge

1-27-86  
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:

- Shirley Brown ✓
- DeAnna Burton
- \_\_\_\_\_
- \_\_\_\_\_

Period: Date of Departure 1/27/86 - 7:00 a.m.

Date of Return 1/30/86 - 5:00 p.m.

Purpose of Trip: Attend Occupant Protection Program Workshop

Places to be Visited: Austin, Texas

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

[Signature]  
Name

January 20, 1986  
Date

County Extension Agent  
Title

\*\*\*\*\*

Approved: Commissioners' Court

[Signature]  
County Judge

1-27-86  
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:

Martin D. Carden  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure ~~#~~ February 26

Date of Return February 28

Purpose of Trip: Family Law seminar

Places to be Visited: Houston

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

1-22-86 J. O. Stanbury  
Date Name

Judge, 328<sup>th</sup> Dist. Ct.  
Title

Approved: Commissioners' Court  
J. Stanbury  
County Judge

1-27-86  
Date

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

Larry Wagenbach to attend seminar and funds are available

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure Feb. 19, 1986

Date of Return Feb. 20, 1986

Purpose of Trip: to attend seminar in Austin, TX on  
Open Records Act

Places to be Visited: Austin, Texas

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

WPN Name  
Jan. 21, 1986 Date District Attorney Title

\*\*\*\*\*

Approved: Commissioners' Court  
J. Stavinoha County Judge 1-27-86 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:

Alfonso Roel (Roy) Gorena

Period: Date of Departure 2/21/86 - 12-noon

Date of Return 2/24/86 - 12-noon

Purpose of Trip: Supervise 33 4-H swine projects at Houston Livestock Show swine check-in and sifting.

Places to be Visited: Brenham, Texas - overnight 3 nights

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

personal auto

[Signature]

Name

January 23, 1986

Date

County Extension Agent--Agriculture

Title

\*\*\*\*\*

Approved: Commissioners' Court

[Signature]

County Judge

1-27-86

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 Burton ✓

Shirley Brown

Period: Date of Departure 1/27/86 - 7:00 a.m.

Date of Return 1/30/86 - 5:00 p.m.

Purpose of Trip: Attend Occupant Protection Program Workshop

Places to be Visited: Austin, Texas

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

[Signature] Name

January 20, 1986 Date

County Extension Agent Title

\*\*\*\*\*

Approved: Commissioners' Court [Signature] County Judge

1-27-86 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:

Alfonso Roel (Roy) Gorena

Period: Date of Departure 2/20/86 - 5 a.m.

Date of Return 3/ 2/86 - 7 p.m.

Purpose of Trip: Supervise 48 4-H'ers at Houston Livestock Show

Judging Contests, calf scrambles, steer, swine, poultry & breeding beef shows.

Places to be Visited: Astrohall, Houston, TX -- daily travel to and from.

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

personal auto

[Signature]

Name

January 23, 1986

Date

County Extension Agent--Agriculture

Title

\*\*\*\*\*

Approved: Commissioners' Court

[Signature]

County Judge

1-27-86

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:

Alfonso Roel (Roy) Gorena

Period: Date of Departure 2/7/86 - 1 p.m.

Date of Return 2/13/86 - 5 p.m.

Purpose of Trip: Supervise 4-H livestock projects at San Antonio Livestock Exposition

Places to be Visited: San Antonio, Texas

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

[Signature]

Name

January 23, 1986 Date

County Extension Agent--Agriculture Title

\*\*\*\*\*

Approved: Commissioners' Court

[Signature]

County Judge

1-27-86 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:

Alfonso Roel (Roy) Gorena

Period: Date of Departure 1/28/86 - 6 a.m.

Date of Return 1/31/86 - 10 p.m.

Purpose of Trip: Supervise 4-H livestock projects at Southwestern Exposition & Fat Stock Show

Places to be Visited: Ft. Worth, Texas

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

4-H Leader's vehicle

[Signature]

Name

January 23, 1986

Date

County Extension Agent--Agriculture

Title

\*\*\*\*\*

Approved: Commissioners' Court

[Signature]

County Judge

1-27-86

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure February 9, 1986  
Date of Return February 14, 1986

Purpose of Trip: Attend planning meeting with Division of Emergency Management, to design a training course.

Places to be Visited: Texas Dept. of Public Safety/ Division of Emergency Manage.

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

1-21-86 Spelling Speed  
Date Name  
County Coordinator  
Title

\* Expenses to be reimbursed by State. \* \* \* \* \*

Approved: Commissioners', Court  
J. Stavenoha  
County Judge

1-27-86  
Date

# STATE OF TEXAS COUNTY OF FORT BEND

W. C. TODD, II  
CONSTABLE



PRECINCT #2 0030  
P.O. BOX 482  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
8221 Main St.  
Needville, TX 77461  
(713) 341-5582 or  
(409) 793-3700

David F. Gerstenberger (RESERVE)  
Rt. 3 Box 985  
Needville, TX 77461  
(409) 793-4601

Charles Marvin Tesch (FULL-TIME)  
1409 Brazos Street  
Rosenberg, TX 77471  
(713) 232-5852

Gerald Allen Matheaus (RESERVE)  
2226 Ripple Creek Drive  
Rosenberg, TX 77471  
(713) 342-1711

Ervin Lee Vallet (RESERVE)  
1320 Mulcahy Street  
Rosenberg, TX 77471  
(713) 342-3330

George Thomas Money, Jr. (RESERVE)  
P. O. Box 114  
Kendleton, TX 77451  
(409) 532-0308

Russell Walton (FULL-TIME)  
Rt. 1 Box 879-A  
Fresno, TX 77545  
(713) 431-0795

Wesley Fritz Oberhoff (RESERVE)  
Rt. 3 Box 151  
Needville, TX 77461  
(409) 793-3396

Joe Fredrick Pollock (RESERVE)  
P. O. Box 786 1912 Chelse  
Rosenberg, TX 77471  
(713) 341-6168

Rosendo Jose Rosales (RESERVE)  
Rt. 1 Box 15  
Guy, TX 77444  
(409) 793-6627

William Henry Salter (RESERVE)  
3015 Sleepy Hollow  
Sugarland, TX 77479  
(713) 980-5268

0030



WILLIAM A. MEITZEN  
CRIMINAL DISTRICT ATTORNEY  
FORT BEND COUNTY, TEXAS

COUNTY COURTHOUSE  
RICHMOND, TEXAS 77469  
713-342-3411

January 24, 1986

The Honorable County Judge  
and Commissioners' Court  
Fort Bend County, Texas

Re: The Sale or Lease of County Real Estate

Gentlemen:

Reference is made to Item No. 8, "Mr. Charles Slone, re: approval of appraised fair market value and sale of 4.818 acres of highway right-of-way property", on the Monday, January 13, 1986, Commissioners' Court Agenda.

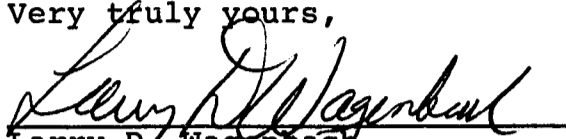
The sale and lease of real estate by a County is governed by Article 1577, Vernon's Texas Civil Statutes. The statute is clear that the property must be sold at a fair market value. It is difficult to ascertain what a fair market value is on a County owned interest of an easement only. By city ordinance, the city of Houston has established that fair market value is one half of the appraised market value of the easement in question. The apparent problem in the above stated abandonment is the evaluation of the easement.

It is the recommendation of this office that the Commissioners' Court establish a criteria for determining a fair market value for abandoned easements. As stated in the Hicks vs. City of Houston, 524 SW 2d, 539 (Tex. Civ. App. - Houston, 1975):

. . . then the City, upon abandonment of the street, will deliver a quitclaim deed to such abutting owners upon payment of one-half (½) of the appraised market value of the land covered by the street, such market value to be fixed by the City, the determination of the city council as to such market value being final.

In the Hicks case, and in Article 1577, procedures for abandonment are discussed. It is further the recommendation of this office that a formal procedure be adopted by Commissioners' Court for all future abandonments of County owned easements, whether acquired through dedication, prescription, or purchase.

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  
Mr. Stanley Kucherka, County Engineer

00418

6

0030



WILLIAM A. MEITZEN  
CRIMINAL DISTRICT ATTORNEY  
FORT BEND COUNTY, TEXAS

COUNTY COURTHOUSE  
RICHMOND, TEXAS 77469  
713-342-3411

January 24, 1986

The Honorable County Judge  
and Commissioners' Court  
Fort Bend County, Texas

Re: Commissioners' Court Agenda, January 27, 1986;  
Item No. 6. Mr. Charles Slone, re: approval of  
appraised fair market value and sale of 4.818 acres  
of highway right-of-way property.

Gentlemen:

Reference is made to the above stated agenda item.

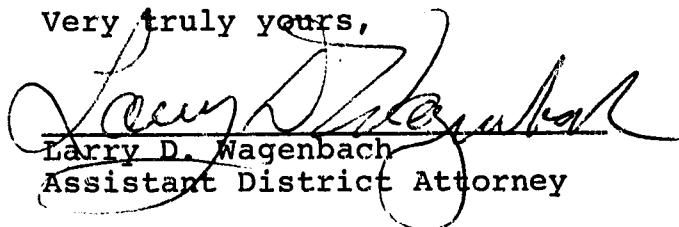
Article 1577, Vernon's Texas Civil Statutes, provides in  
part as follows:

Sec. 1 (c) . . . then the said Commissioners Court shall in addition to publication of notice of sale as provided above, appoint an appraiser who shall determine and report to the Commissioner of Sale the fair market and fair lease value of the property to be sold or leased, and the Commissioner shall not sell or lease said property for an amount less than that so determined, which said amount shall be reported to the Commissioners Court prior to sale and shall, if deemed reasonable, be approved by them prior to sale, the Commissioners Court being specifically authorized to reject any offers of purchase or sale or lease, whether at public auction or not, if deemed unreasonable, all costs of said sale, including the fee for appraisal, to be added to the price of sale and paid by the purchaser at such sale.

According to the above stated statutory provision, an appraisal must be made and the property cannot be sold for less than the appraised value. It is my understanding that Commissioner Alton Pressley has privately investigated market value on said property and determined that the Central Appraisal District has a value higher than Mr. Joe Benes' evaluation. It is the recommendation of this office that Mr. Joe Benes' appraisal not be disregarded by Commissioners' Court, but if so desired, the Central Appraisal District's information can be used as a source to update said appraisal.

A standard method of evaluation of right-of-ways and easements for purposes of disposing under Article 1577 needs to be addressed by Commissioners' Court. I have heretofore referenced the policy of the city of Houston, wherein fair market value is defined as 50% of the appraised value. While I know of no standard or basis for setting such a percentage, ultimate responsibility of setting such a policy will be with the Honorable Commissioners' Court of Fort Bend County.

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  
Mr. Charles Slone, Attorney at Law

**Joseph B. Benes & Associates**  
Real Estate Appraisers & Consultants

0030

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

Fort Bend County Commissioners Court  
Fort Bend County  
Richmond, Texas 77469

Dear Gentlemen:

At your request, and in accordance with your order of November 25, 1985, I have studied a parcel of land in the Katy-Fulshear area of Fort Bend County legally described as:

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 off all the South end of the property therein conveyed, to which instrument refer in aid hereof.

The study was made to determine the value of the easement rights of the above-described tract. The study included the establishment of fee value on the parent tract so that fee value and easement rights value could be determined on the easement.

The parent tract is a large tract of land in an active market. The subject is partly 20 feet wide and partly 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.

606 S. Eleventh  
2404 S. Grand Blvd. #215



Richmond, Texas 77469  
Pearland, Texas 77581



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.

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

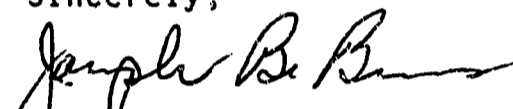
(at 10%) 4.818 Acres X \$7,000 x .10 = \$3,372.00

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

00422

0030

AN APPRAISAL OF  
259.26 ACRES

LOCATED ON THE  
EAST SIDE OF FLEWELLEN-KATY ROAD  
IN FORT BEND COUNTY, TEXAS

PREPARED FOR  
FORT BEND COUNTY COMMISSIONERS COURT  
COUNTY COURTHOUSE  
RICHMOND, TEXAS 77469

APPRAISED BY  
JOSEPH B. BENES  
REAL ESTATE APPRAISER AND CONSULTANT  
606 SOUTH ELEVENTH  
RICHMOND, TEXAS 77469

EFFECTIVE DATE OF APPRAISAL:  
DECEMBER 11, 1985

**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

Fort Bend County Commissioners Court  
County Courthouse  
Richmond, Texas 77469

Gentlemen:

At your request, I have inspected and appraised a 259.26 acre tract located on the east side of Flewellen Road. The property is the parent tract of a 4.818 acre road easement and is legally described as follows:

Three Tracts containing 259.26 Acres of Land  
known as the Cardiff Brothers Tract  
out of the Alex Phillips Survey, Abstract 300,  
and the T. Robinson Survey, Abstract 311,  
Fort Bend County, Texas.

606 S. Eleventh  
2404 S. Grand Blvd. #215



Richmond, Texas 77469  
Pearland, Texas 77581

The purpose of this appraisal is to estimate the market value of the subject parent tract as of the date of the appraisal, December 11, 1985. The definition of market value is as follows:

That price which the property will bring in an open market, under all conditions requisite to a fair sale, which would result from negotiations between a buyer and a seller, each acting prudently, with knowledge, and without undue stimulus.

The function of the appraisal is to determine a fair market value of the above-mentioned easement which is described as:

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.

## NEIGHBORHOOD DATA

The neighborhood of the subject property is an area lying east of the Brazos River in Central Fort Bend County. For the purposes of this appraisal, the boundaries will be considered as Highway 90A-Brazos River on the south, FM 723 on the east, FM 1489 on the west, and Interstate 10 on the north. Within these boundaries, (properties are generally affected by the same external stimulus, and only the actual physical differences in the properties themselves tend to make prices vary. This location is in the area known as the "Westheimer Corridor" and is affected by the activity along Westheimer.

The land use in the area has been mainly that of agricultural grazing, with some row crop and rice production, but within the last two years there has been a tremendous increase in activity. This activity is tied to the interest developed by the improvement of the "Grand Parkway" which is proposed to traverse the area north and south parallel with FM 723-FM 1464 and open up the area for more development. This activity includes the purchase of land to be developed into residential, commercial and industrial. The activity has been speculative until recently and now land purchases are more user oriented. Large developers have purchased land along Westheimer, especially on the north side of Westheimer and these developers plan on developing the property in the future.

The neighborhood is presently traversed by several farm to market highways and many county roads in varying conditions. FM 359 is the main highway that extends from the Interstate 10 to Highway 90A and which also is an important artery for the subject neighborhood. FM 1093, which is also known as Westheimer Road, extends through the neighborhood and is one of the main arteries into the Houston metropolis. Highway 90A is also an east-west major thru street that extends from Houston to Richmond and farther south, and lies on the southern of the neighborhood. Interstate Highway 10 is a major carrier in Texas, and links Florida with California. It carries most of the neighborhood traffic, and will be the major thoroughfare in the future.

Properties in the neighborhood are served by Lamar Independent School District, Fort Bend Independent School District in Sugar Land and Katy Independent School District in Katy.

Located within this neighborhood are numerous rural type homesite developments of the exclusive variety, and included in this would be the major Pecan Grove Plantation Development which has its own country club, tennis courts, pool, and golf course. This subdivision has concrete curbed and guttered streets and offers a wide range in styles, sizes and prices of residential properties. There are plans and development underway for several tracts to be developed similar to the Pecan Grove development. Weston Oaks, located on FM 1093 between Simonton and Fulshear, is another golf type development which is underway. This subdivision is in the western portion of the neighborhood.

Various churches are located throughout the area, and most of the necessity shopping is done in Richmond-Rosenberg or Katy. Regional shopping is available in Houston some ten miles east of the subject neighborhood.

Police protection is provided by the Fort Bend County Sheriff's Department and fire protection by various volunteer fire departments. Most of the water and sewer is by private source with private utility districts being formed similar to the one that serves the Pecan Grove Subdivision.

Electricity is available throughout the neighborhood and it is furnished by Houston Lighting and Power Company. Telephone service is provided by Southwestern Bell Telephone Company and Fort Bend Telephone Company, and if there is any gas available, it is furnished individually by butane tank as there is no natural gas distribution in the neighborhood itself other than in the confines of Pecan Grove Plantation Subdivision.

As development plans continue to be announced, the area will continue to experience increased demand. Investors are buying key sites in the belief that population growth will create heavy demand for commercial establishments and the commercial users will pay high prices for these sites in the near future.

## SITE DATA

The subject tract of land is a rectangularly shaped tract of land lying on the east side of Flewellen-Katy Road.

The property is vacant with light brush cover and some trees. There are no improvements of consequence on the property other than fencing which surrounds the property. No barns or living quarters were observed on the property.

Because the subject is away from the Brazos River it is not affected by the 100 year flood plain of the river. According to the most recent maps published by the Federal Insurance Administration, this property does not lie in the Special Flood Hazard area of the Brazos River. The site has a Houston Lighting and Power Company Fee Strip adjacent to the east property line.



The tract lies in the "Westheimer Corridor". As mentioned earlier, this is a very active real estate market and prices have increased tremendously over the last two years. Although there is public water and sewer available in subdivisions such as Pecan Grove and Hickory Creek, there is none available outside, and any water and sewer facilities must be handled by the individual on an individual basis. There is no natural gas available to this site at present and it is not contemplated that there will be in the near future. Electricity and telephone service is, of course, available, as is rural mail delivery, police and fire protection. This site lies in the Katy School District and bus service is available to all children in the district.

The area will continue to experience a high volume of buying and increased values will result. The trend is upward over the foreseeable future, and the subject will increase in value as prices generally go up.

## HIGHEST AND BEST USE

Highest and best use is defined as:

That use which at the time of the appraisal is most likely to produce the greatest net return to the land over a given period of time.

The subject parent tract is a typical tract for the neighborhood. The location in a very active area creates value in the subject and the values are increasing.

On the date of the appraisal, it is therefore my opinion that the highest and best use of the subject parent tract is the same as that of other surrounding properties in the area at present. That use is speculative investment property, with a future residential development use.

## THE APPRAISAL PROCESS

The process of appraising a property such as the subject generally involves three approaches to value. These three approaches are:

1. The Market Data Approach- This approach is the most commonly used method of appraisal in residential property and raw land. It involves analyzing the subject property, as well as several other properties which have sold recently in the neighborhood of the subject. The differences in the subject and the comparable sales are noted and then adjustments are made, either upward or downward, and the net adjustment is then added or subtracted from the sales price of the comparable property to indicate a value in the subject. In this appraisal, the market data approach was used to value the subject property.

2. The Cost Approach- The cost approach is a method whereby the cost to reproduce the exact structure on the property is figured. Then the loss in utility due to different types of depreciation, mainly physical deterioration, but also functional and locational obsolescence, is figured. The resulting figure is the depreciated reproduction cost new of the improvements. This figure is then added to the value of the site, which is obtained by the market data approach mentioned above, and the resulting figure is the indicated value of the subject by way of the cost approach to value. This approach was not used in this appraisal due to the subject having no improvements.

3. The Income Approach- When an income producing property sells in the market place, it is for its ability to produce income. The value is based on this ability, and the ratio of sales prices of comparable properties to their incomes at the time of sale can be obtained and applied to the subject's income production. This approach was not applicable in this appraisal.

## MARKET DATA APPROACH

In order to ascertain the value of the subject site, it was necessary to research the neighborhood of the subject in order to find sales of other tracts of land which have sold recently. In order to find a proper indication of value in the subject, each of these tracts were then studied and compared to the subject so that adjustments could be made in order to indicate value in the subject property. In addition to studying the neighborhood, visiting the deed records of Fort Bend County, and studying known sales, various Realtors and brokers were contacted and questioned regarding land values in the neighborhood of the subject.

Following are the sales which this appraiser feels are most indicative of value in the subject property.

00434

Sale #1: Volume 1599, Page 325  
Date: 1-22-85  
Grantor: Tom Cardiff et al  
Grantee: Mega Development Co.  
Size: 495.352 Acres  
Location: Fort Bend County, northwest access from Katy-  
Fulshear Road.  
Price: \$6,000 per acre  
Comments: A takedown on an option dated 1983. This  
purchase results from an agreement made  
earlier. Needs update for time.

Sale #2: Volume 1034, Page 864  
Date: March 3, 1982  
Grantor: Ruth Cook Boddeker et al  
Grantee: J.R. Davoody  
Size: 576.2 Acres  
Location: FM 1463 and Crossover Road, north of FM 1063,  
south of Katy, Texas.  
Price: \$5650 per acre  
Comments: 20% down and 10 year payment at 10% interest.  
Needs update for time. Superior because of  
highway frontage.

Sale #3: Volume 1055, Page 154-159  
Date: June 4, 1982  
Grantor: Titus H. Harris, Jr. et al  
Grantee: James M. Hill, Jr. et al  
Size: 333 acres  
Location: Bowser Road and FM 1093  
Price: \$6,000 per acre  
Comments: Represents first takedown on a purchase of 2452 acres over a nine year period of time. The parent tract is irregular and faces the east side of Bowser Road. The tract is 1 to 4 feet in the flood plain.



Sale #4: Volume 1162, Page 494  
Date: February 24, 1983  
Grantor: Jane James et al  
Grantee: L. J. Krenek  
Size: 201.9 acres  
Location: Northeast intersection of FM 1093 & 1489 in  
Simonton.  
Price: \$5,000 per acre cash  
Comments: 1 to 2 feet in flood plain of Bessie's Creek.  
Further west from the subject; inferior due  
to distance. Needs update for time.

00438

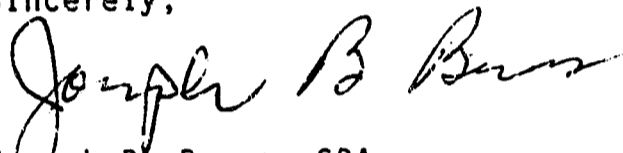
Sale #5: Volume 1023, Page 363  
Date: January, 1982  
Grantor: J.H. Freeman  
Grantee: Harvey Houck  
Size: 225 acres  
Location: East side of FM 1463, north side of FM 1093.  
Does not include corner.  
Price: \$11,500 per acre  
Comments: 25% down and note to grantor 10%.

After considering the above sales and comparing them to the subject, and after studying asking prices in the neighborhood, and talking to several Realtors and brokers, it is my opinion that the subject parent tract has a value of \$7,000.00 per acre on the date of the appraisal, for a total value of \$1,814,820.00, say \$1,800,000.00.

ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS

Your attention is directed to the addenda of this report showing maps, plats and photographs. If I can be of further assistance in this matter, please contact me.

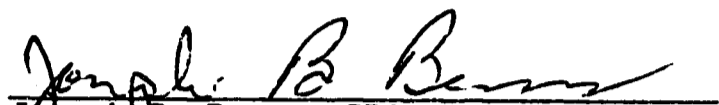
Sincerely,



Joseph B. Benes, SRA  
Real Estate Appraiser and Consultant

00440

I hereby certify that to the best of my knowledge all findings, statements, and opinions presented here are true and correct. I further certify that I have no interest, present or contemplated, in the subject property and that the fee charged for this appraisal is not contingent on the value given.

  
\_\_\_\_\_  
Joseph B. Benes, SRA  
Real Estate Appraiser and Consultant

00442

ADDENDA

## CONTINGENT AND LIMITING CONDITIONS

THIS APPRAISAL IS SUBJECT TO THE  
FOLLOWING LIMITING CONDITIONS:

The legal description furnished to me is assumed to be correct. I assume no responsibility for matters legal in character nor do I render any opinion as to the title, which is assumed to be good. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear under responsible ownership and competent management.

Any sketches in this report are included to assist the reader in visualizing the property. I have made no survey of the property and assume no responsibility in connection with such matters.

I believe to be reliable for any information in this report furnished to me by others, but I assume no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by anyone but the applicant without the previous written consent of the appraiser or the applicant, and then only with property qualification.

I am not required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless arrangements have been made thereof.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuation for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

This appraisal has been made in accordance with the rules and professional ethics of the Society of Real Estate Appraisers.

00444

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the author, particularly as to valuation conclusions, or the identity of the appraiser.



APPRAISAL QUALIFICATIONS  
OF  
JOSEPH B. BENES  
SENIOR RESIDENTIAL APPRAISER

00445

PRESENT EMPLOYMENT:

Self-Employed Fee Appraiser with office located at 606 South Eleventh Street, Richmond, Texas 77469.

PAST EMPLOYMENT:

1973 - 1975 Vice President of Loan Operations, Center Savings Association, 7311 South Main, Houston, Texas 77025.  
1970 - 1973 Staff Appraiser, Center Savings Association  
1968 - 1970 Manager, HBL Construction Company, 4510 Avenue H, Rosenberg, Texas 77471.

EDUCATION:

Bachelor of Science Degree, Texas A&M University, 1966.

Courses included:

Economics.....	12 semester hours
Land Economics.....	3 semester hours
Farm & Ranch Appraisal.....	3 semester hours
Business Law.....	3 semester hours

Post Graduate Study:

Babcocks Appraisal Course on Worth.....	American Society of Appraisers
Real Estate Law.....	University of Houston
Course 101 Introduction to Appraising...	Society of Real Estate Appraisers
Course 201 Income Property Appraising...	Society of Real Estate Appraisers
Report Writing Seminar.....	Society of Real Estate Appraisers
Mortgage Equity Capitalization Clinic...	Society of Real Estate Appraisers
Feasibility Analysis Clinic.....	Society of Real Estate Appraisers

Instructor:

Home Construction I.....	American Savings & Loan Institute
Real Estate Appraisal.....	Wharton County Junior College

**PROFESSIONAL MEMBERSHIPS AND LICENSES:**

Senior Residential Appraiser - Society of Real Estate Appraisers

Realtor Member - Fort Bend Board of Realtors, Texas Association  
of Realtors, National Association of Realtors.

Texas Real Estate Broker.....License #134848

Federal National Mortgage Association (FNMA) - Approved Appraiser

**EXPERIENCE:**

All types of appraising, including single family dwellings, land, commercial property, and apartments. Qualifies as expert witness in courts of Harris and Fort Bend County; served as special commissioner in condemnation proceedings.

**CLIENTS:****I. Lenders**

Veterans Administration Loan Guaranty  
Fort Bend Federal Savings and Loan, Rosenberg, TX  
Gulf Coast Savings Association, Richmond, TX  
Colorado County Federal Savings and Loan, Wharton, TX  
University Savings Association, Houston, TX  
Home Savings Association, Houston, TX  
Home Savings of America, Houston, TX  
Western Pacific Financial Corporation, Los Angeles, CA  
Allied Beltway Bank, Houston, TX  
Mercantile Bank, Houston, TX  
Rosenberg Bank and Trust, Rosenberg, TX  
Community Bank Fort Bend County, Richmond, TX  
Sugar Land State Bank, Sugar Land, TX  
Republic Bank Richmond, Richmond, TX  
First National Bank of Stafford, Stafford, TX

**II. Governmental**

City of Richmond  
City of Stafford  
City of Missouri City  
City of Sugar Land  
Fort Bend County  
Fort Bend M.U.D. #2

**III. Corporate**

Seaway Pipeline  
Seminole Pipeline Company  
Santa Fe Railroad  
Texas Instruments  
Exxon Company  
Cameron Iron Works  
Kellogg Employees Credit Union

**IV. Corporate Transfer**

Republic Bank Dallas  
Homequity  
Equitable Relocation  
Merrill Lynch  
Transamerica  
Bank of Oklahoma  
Southwestern Bell Telephone Company  
Marriott Corporation  
Diamond Shamrock

00448

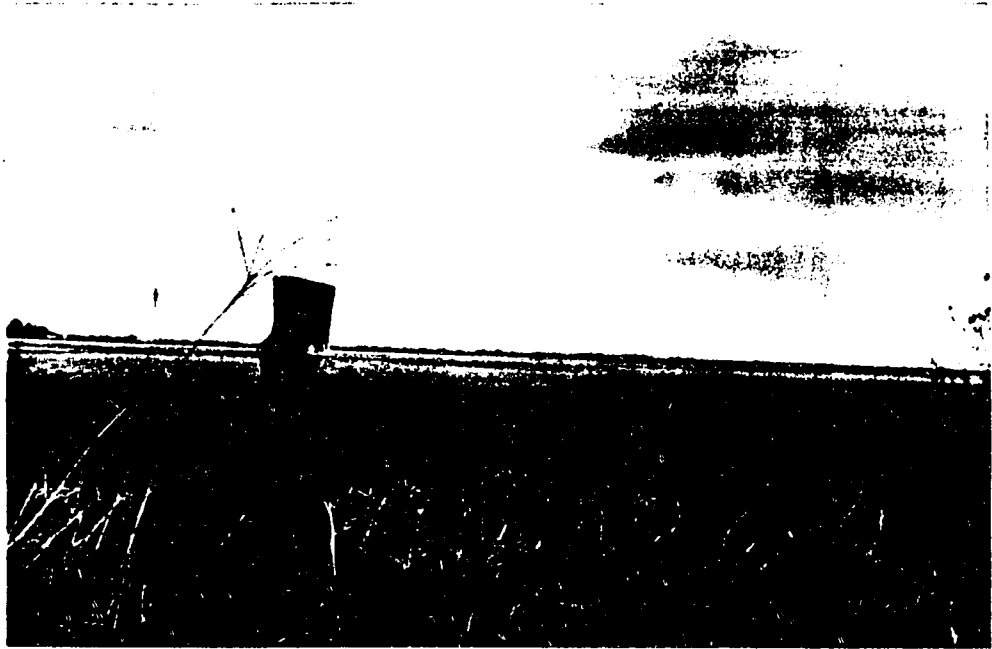


Viewing east along the southerly portion of the 25 foot road right-of-way from Flewellen-Katy Road. Subject property on left.



Viewing east along the northerly portion of the 25 foot roadway. Subject on right.

00449



Viewing easterly across parent tract. Note the HL & P power lines which are adjacent to the east property line and adjacent to the easterly leg of the 25 foot roadway.



West along crossover from the northwest corner of the subject.

00450



North on Flewellen-Katy Road from northwest corner of subject.



West along Flewellen-Katy Road from the southwest corner of the subject.



South on Flewellen-Katy Road. Subject on left.

0030

Land purchased by Cardiff, et al and funds to be placed in General Fund and all future sales of right-of-way to be placed in General Fund.

Charles Slone discussed the sale of 4.818 acres.

7. STERLING MOORE, CHIEF JUVENILE PROBATION OFFICER, RE: REQUEST APPROVAL OF CRIMINAL JUSTICE DIV. GRANT APPLICATION IN THE AMOUNT OF \$95,369:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Criminal Justice Div. Grant application in the amount of \$95,369 for Juvenile Probation.  
(Recorded in minutes in full)

Sterling Moore request approval of grant application.

8. CONSIDER DISPOSITION OF REMAINING FUNDS IN 1985 RURAL FIRE CALL BUDGET:

Postponed

9. CONSIDER ADVERTISING FOR BIDS FOR RENTAL OR LEASE OF 90 ACRES OF LAND, MORE OR LESS, IN THE HENRY SCOTT LEAGUE, FOR AGRICULTURAL PURPOSES:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and carried with Commissioner Pressley voting to abstain, it is ordered to advertise for bids for rental or lease of 90 acres of land adjacent to the landfill.

10. DISCUSS AND APPROVE FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT #12 ELECTIONS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Order Calling Maintenance Tax and Bond Election Fort Bend County LID #12, to be held Feb. 22, 1986.

Peter Namath representing Reynolds, Allen & Cook request calling an election in Fort Bend County LID #12.

11. CONSIDER APPROVAL OF SUBSTANTIAL COMPLETION DOCUMENT ON LIBRARY PROJECT:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to postpone until punch list is completed by contractor.

12. CONSIDER RESOLUTION IN SUPPORT OF RECOGNIZING THE 3RD MONDAY IN JANUARY AS A COUNTY HOLIDAY:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone the consideration of this holiday until the 1987 calendar is discussed and approved.

Maxson Barnett request the county to recognize Martin Luther King, Jr. day.

13. CONSIDER AWARDDING BIDS ON AUTOMOBILES AND DATA PROCESSING EQUIPMENT:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept low bid on all autos for Spec #1,2,3 & 4 for Sheriff's department as recommended by the Purchasing Agent. Funds available in Sheriff's 1986 budget.

Postpone remaining purchase of autos until further study.



7

OMB Approval No. 0348-0006

<b>FEDERAL ASSISTANCE</b>		2. APPLICANT'S APPLICATION IDENTIFIER	a. NUMBER	3. STATE APPLICATION IDENTIFIER	a. NUMBER
1. TYPE OF SUBMISSION (Mark appropriate box)	<input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION		b. DATE Year month day 1986 1 15	NOTE TO BE ASSIGNED BY STATE	b. DATE ASSIGNED Year month day 19
4. LEGAL APPLICANT/RECIPIENT		5. EMPLOYER IDENTIFICATION NUMBER (EIN) 74-6001969-2		6. PRO-GRAM (From CFDA)	
a. Applicant Name Fort Bend County		b. Organization Unit Juvenile Probation Department		a. NUMBER 87 * C 03	
c. Street/P.O. Box 307 South Fort Street		d. City Richmond		MULTIPLE <input type="checkbox"/>	
e. State Texas		g. County Fort Bend		b. TITLE Purchase of Juvenile Services	
f. State Texas		g. ZIP Code 77469			
h. Contact Person (Name & Telephone No.) Sterling Moore, Acting Chief (713) 341-4423					
7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.)		8. TYPE OF APPLICANT/RECIPIENT		9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)	
(1) Family Counseling and Long Term Placement (2) Diversion from Criminal Justice System		A-State B-Interstate C-Substate D-County E-City F-School District G-Special Purpose District H-Community Action Agency I-Higher Educational Institution J-Indian Tribe K-Other (Specify)		FORT BEND COUNTY	
10. ESTIMATED NUMBER OF PERSONS BENEFITING		11. TYPE OF ASSISTANCE		12. PROPOSED FUNDING	
		A-Basic Grant B-Supplemental Grant C-Loan D-Insurance E-Other		a. FEDERAL \$ 00 b. APPLICANT 00 c. STATE 95,369 00 d. LOCAL 00 e. OTHER 00 f. Total \$95,369 00	
13. CONGRESSIONAL DISTRICTS OF:		14. TYPE OF APPLICATION		15. PROJECT START DATE	
a. APPLICANT b. PROJECT		A-New B-Renewal C-Revision D-Continuation E-Augmentation		1987 01 01	
16. PROJECT DURATION		17. TYPE OF CHANGE (For 14c or 14e)		18. DATE DUE TO FEDERAL AGENCY	
12 Months		A-Increase Dollars B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation		19	
19. FEDERAL AGENCY TO RECEIVE REQUEST		20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER		21. REMARKS ADDED	
Governor's Office				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
22. THE APPLICANT CERTIFIES THAT:		23. CERTIFYING REPRESENTATIVE		24. APPLICATION RECEIVED 19	
To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.		a. TYPED NAME AND TITLE Jodie Stavinoha County Judge		25. FEDERAL APPLICATION IDENTIFICATION NUMBER	
b. YES. THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE 1-3-85		b. SIGNATURE <i>Jodie E. Stavinoha</i>		26. FEDERAL GRANT IDENTIFICATION	
b. NO. PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW					
27. ACTION TAKEN		28. FUNDING		29. ACTION DATE	
a. AWARDED b. REJECTED c. RETURNED FOR AMENDMENT d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE e. DEFERRED f. WITHDRAWN		a. FEDERAL \$ 00 b. APPLICANT 00 c. STATE 00 d. LOCAL 00 e. OTHER 00 f. TOTAL \$ 00		19	
				30. STARTING DATE	
				19	
				31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)	
				32. ENDING DATE	
				19	
				33. REMARKS ADDED	
				Yes <input type="checkbox"/> No <input type="checkbox"/>	

E. Achievements - Refer to Indicators (CJD-16)

0030



WILLIAM A. MEITZEN  
CRIMINAL DISTRICT ATTORNEY  
FORT BEND COUNTY, TEXAS

COUNTY COURTHOUSE  
RICHMOND, TEXAS 77469  
713-342-3411

January 24, 1986

The Honorable County Judge  
and Commissioners' Court  
Fort Bend County, Texas

Re: Commissioners' Court Agenda for Monday, January 27, 1986

Gentlemen:

Owing to the fact that I will be out of town on this date, I am briefly going to discuss Agenda items that may pertain to my office.

Item No. 9. On several occasions, a gentleman, Mr. Herbert Krosche, has called my office concerning the leasing of the property the County recently purchased next to the landfill. He is currently farming same, or part of same.

Item No. 14. This item pertains to a contract for the insurance consultant. While I have met on several occasions with Mr. Jim Hancock, and further, previous minutes made his appointment subject to a contract approved by the District Attorney's Office, I have not been furnished any forms or specifications and/or objectives to incorporate in the contract for such a consultant. It is the recommendation of this office that a set of specifications be furnished, setting out his responsibilities, duties, and the obligations to the County, and the County's obligations to him, to be incorporated in the contract.

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

PETITION REQUESTING ISSUANCE OF BONDS

0030

STATE OF TEXAS  
COUNTY OF FORT BEND

{  
{

TO THE COMMISSIONERS COURT  
OF FORT BEND COUNTY TEXAS:

The undersigned, hereinafter "Petitioners", owners of certain land within Fort Bend County, Texas, acting pursuant to Chapter 57, Title 4, Texas Water Code, as amended, and Article XVI, Section 59 of the Texas Constitution, respectfully petitions the Commissioners Court of Fort Bend County, Texas requesting the issuance of bonds (the "Bonds") by Fort Bend County Levee Improvement District No. 12 (the "District") as more further described herein and will respectfully show the following:

I.

Petitioners own a majority of the acreage within the District as indicated by the tax rolls for Fort Bend County, Texas, as supplemented.

II.

The issuance of the Bonds by the District is requested in a principal amount of \$18,380,000.

III.

The maximum rate of interest to be borne by the Bonds shall be 15% per annum, as calculated pursuant to Article 717k-2, Vernon's Texas Civil Statutes, as amended.

IV.

An election is requested to be held in the District to determine whether or not the Bonds should be issued by the District for the purposes indicated and for the amount stated and to determine whether or not taxes should be levied in the District to pay for the Bonds.

V.

The amount of the Bonds is as follows:

I Costs of Construction of Improvements		
A.	Construction Costs	\$ 8,797,000
B.	Contingencies	880,000
C.	Engineering Costs	<u>1,452,000</u>
	Subtotal I	\$ 11,129,000
II Nonconstruction Costs of Improvements		
A.	Maintenance and Operating Expense	184,000
B.	Capitalized Interest	4,411,000
C.	Fiscal Agent Fees	460,000
D.	Attorney Fees	460,000
E.	Bond Discount	551,000

F. Developer Interest	1,002,000
G. Organizational, Administrative, Issuing and Selling Bonds	183,000
Subtotal II	<u>\$ 7,251,000</u>
TOTAL BOND ISSUE REQUIREMENT	\$ 18,380,000

The amount of Bonds requested to be issued is not more than the sum of (a) the estimated cost of construction of improvements to be made according to the adopted Plan of Reclamation approved by the Texas Water Commission (the "Commissioner"); (b) an amount to pay interest on the Bonds during the period stated in the engineers report, which shall not be more than two years from the time the Bonds are issued as approved by the Commission; (c) the cost of maintenance of the improvements for two years as approved by the Commission; (d) an additional 10% to meet emergencies, modifications, and charges lawfully made; and (e) all damages awarded against the District.

## VII.

The taxes proposed to be levied in the District shall be assessed on ad valorem basis.

## VIII.

This Petition may be executed in multiple or counterparts by the Petitioners, each of which shall be considered an original for all purposes as of the date set forth below and of which shall constitute but one and the same instrument.

WHEREFOR, Petitioners request the issuance of bonds in the amount of \$18,380,000 by the District and request that an election be held in the District to determine whether or not such bonds should be issued by the District for the purposes indicated in this Petition and for the amount stated in this Petition and whether or not taxes should be levied in the District to pay for the bonds; that Commissioners Court enter an election order in its minutes in accordance with Section 57.203 of the Texas Water Code, as amended; that Commissioners Court cause notice of election be given pursuant to Section 57.204, Texas Water Code, as amended; and that Commissioners Court grant this Petition in all respects.

RESPECTFULLY SUBMITTED this 22<sup>nd</sup> day of January, 1986.

Alan Ball  
Petitioner

[Signature]  
Petitioner

L. D. Mitchell  
Petitioner

[Signature]  
Petitioner

STATE OF TEXAS  
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared John Ballin, an owner of a majority of acres within the District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as to act and deed of such owner for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22<sup>nd</sup> day of January, 1986.

Deborah K. Buddin  
Notary Public in and for the  
State of Texas

My Commission Expires: 3/14/89

(SEAL)

STATE OF TEXAS  
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared Harlan Smith, an owner of a majority of acres within the District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as to act and deed of such owner for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22<sup>nd</sup> day of January, 1986.

Deborah K. Buddin  
Notary Public in and for the  
State of Texas

My Commission Expires: 3/14/89

(SEAL)

STATE OF TEXAS  
COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared R. D. Mitchell, an owner of a majority of acres within the District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as to act and deed of such owner for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22<sup>nd</sup> day of January, 1986.

Deborah K. Buddin  
Notary Public in and for the  
State of Texas

My Commission Expires: 3/14/89

(SEAL)

00458

STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared J. Grant Loane, an owner of a majority of acres within the District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as to act and deed of such owner for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of January, 1986.

Deborah L. Biddle  
Notary Public in and for the  
State of Texas

My Commission Expires: 3/14/89

(SEAL)

CERTIFICATE FOR  
RESOLUTION APPROVING AND AUTHORIZING PETITION REQUESTING  
MAINTENANCE TAX ELECTION

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §  
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 §

We, the undersigned officers of the Board of Directors (the "Board") of Fort Bend County Levee Improvement District No. 12 (the "District") hereby certify as follows:

1. The Board convened in special session, open to the public, on Friday, January 24, 1986, at 19350 F.M. 1093, Richmond, Fort Bend County, Texas, and the roll was called of the members of the Board, to wit:

Charles F. Milstead  
Jerry D. Johnson  
Michael L. Scarce

All members of the Board were present, except the following: all present thus constituting a quorum. Whereupon among other business, the following was transacted at such Meeting:

RESOLUTION APPROVING AND AUTHORIZING PETITION REQUESTING  
MAINTENANCE TAX ELECTION

was duly introduced for the consideration of the Board and read in full. It was then duly moved and seconded that such Order be adopted; and, after due discussion, such motion, carrying with it the adoption of such Order prevailed and carried by the following votes:

AYES: 3 NOES: 0

2. A true, full, and correct copy of the aforesaid Order adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in the Board's minutes of such Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the Board's minutes of such Meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the Board as indicated therein; 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 such Meeting, and that such Order would be introduced and considered for adoption at such Meeting and each of such officers and members consented, in advance, to the holding of such Meeting for such purpose; and such Meeting was open to the public, and public notice of the time, place, and purpose of such Meeting was given, all as required by Article 6252-17, Vernon's Texas Civil Statutes, as amended, and Section 54.109, Texas Water Code, as amended.

SIGNED AND SEALED THIS January 24, 1986.

Jerry D. Johnson  
Secretary, Board of Directors

Charles F. Milstead  
President, Board of Directors

(DISTRICT SEAL)









## ORDER CALLING MAINTENANCE TAX ELECTION

THE STATE OF TEXAS §  
 COUNTY OF FORT BEND §  
 FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 §

WHEREAS, the Commissioners Court of Fort Bend County, Texas (the "Court") has adopted an Order ordering organization, creation, and establishment of FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 (the "District");

WHEREAS, the Board of Directors (the "Board") of the District has determined that it would be in the best interest of the District for the Court to be authorized to levy and collect a tax for maintenance purposes, including funds for maintenance, upkeep, and repair, to make additions to the levees and other improvements in the District and such other purposes as are permitted by Chapter 57 of the Texas Water Code;

WHEREAS, a maintenance tax may not be levied by the District until it is approved by a majority of the electors voting at an election ordered by the Court and held for that purpose;

WHEREAS, the Court has been presented with a petition conforming in all respects to Section 57.276 of the Texas Water Code; and

WHEREAS, the Court is required by Section 57.276 of the Texas Water Code to order a maintenance tax election;

IT IS, THEREFORE, ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

Section 1. An election shall be held within and for the Fort Bend County Levee Improvement District No. 12 on February 22, 1986, which date is not less than 20 days nor greater than 30 days from the date of this Order, at which election there shall be submitted to the duly qualified resident electors of the District the following proposition:

PROPOSITION

SHALL THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS BE AUTHORIZED TO ASSESS, LEVY, AND COLLECT AN ANNUAL AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 AT A MAXIMUM RATE NOT TO EXCEED ONE DOLLAR (\$1.00) ON EACH ONE HUNDRED DOLLAR (\$100.00) VALUATION THEREOF, TO SECURE FUNDS FOR MAINTENANCE, UPKEEP, AND REPAIR, TO MAKE ADDITIONS TO THE LEVEES AND OTHER IMPROVEMENTS IN THE DISTRICT AND SUCH OTHER PURPOSES AS ARE PERMITTED BY CHAPTER 57 OF THE TEXAS WATER CODE, IN ACCORDANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INCLUDING PARTICULARLY (BUT NOT BY WAY OF LIMITATION) SECTION 57.277 OF THE TEXAS WATER CODE?

Section 2. Paper ballots conforming to the requirements of the Texas Election code, as amended, insofar as applicable, in substantially the following form shall be used in such election, with a true and correct Spanish language translation appearing on the face thereof or attached thereto:

## MAINTENANCE TAX ELECTION

## OFFICIAL BALLOT

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

## PROPOSITION

- [ ] FOR SHALL THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS BE AUTHORIZED TO ASSESS, LEVY, AND COLLECT AN ANNUAL AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 AT A MAXIMUM RATE NOT TO EXCEED ONE DOLLAR (\$1.00) ON EACH ONE HUNDRED DOLLAR (\$100.00) VALUATION THEREOF, TO SECURE FUNDS FOR MAINTENANCE PURPOSES?
- [ ] AGAINST

Section 3. The entire District shall constitute one election precinct for the purpose of such election. The polling place shall be Route 2, Box 139, Richmond, Fort Bend County, Texas. The following named persons are hereby appointed officers of such election:

<u>NAME</u>	<u>TITLE</u>
Ben Kruse	Judge
Robert Ferguson	Clerk
Lesley Ferguson	Clerk.
Mrs. Ben Kruse	Clerk for Absentee Voting

The rate of pay for all such election officials shall be \$5.00 per hour; provided that no election official shall be paid for more than one hour of work before the polls open or more than \$50.00 for work at such election or any other election held jointly therewith. In addition, the Presiding Judge or Alternate Presiding Judge shall be entitled to \$25.00 for delivering the returns of all such elections, provided that ballots, ballot boxes, and election supplies not used are returned therewith.

Section 4. Absentee voting by personal appearance shall be conducted at Route 2, Box 139, Richmond, Fort Bend County, Texas, being the office of the Clerk for Absentee Voting and a public place within the District. Absentee ballots for voting by mail may be obtained from and mailed to such Clerk at Route 2, Box 139, Richmond, Fort Bend County, Texas. Voting shall keep the office for absentee voting by personal appearance open from 9:00 a.m. to 5:00 p.m. on each day which is not a Saturday, Sunday, or official State holiday, beginning on the tenth day and continuing through the fourth day preceding the date of such election. Beginning on the tenth day preceding election day, the Clerk for Absentee Voting shall mail an absentee ballot to be voted by mail to each voter whose request therefor has been duly received by 5:00 p.m. on the fourth day preceding election day. Absentee ballots shall be received by mail through 10:00 a.m. on the second day preceding election day.

Section 5. Only duly qualified resident electors of the District shall be permitted to vote at such election.

Section 6. Such election shall be held and conducted and returns made to the Court in accordance with the applicable provisions of the Texas Election Code, as amended, and Chapter 57, Texas Water Code, as amended, and in accordance with the terms of this Order.

Section 7. The Clerk of the Court is hereby authorized and directed to give notice of the days and place for holding such election and of the proposition to be voted on by issuing and delivering to the sheriff such notice with instructions that the sheriff or his deputy shall post a copy of the notice at the courthouse door and at four different places in the District. Said notice is to be posted for at least the 10-day period immediately preceding the election.

Section 8. The County Judge and County Clerk are authorized on behalf of the Court to evidence adoption of this Order and to do any and all things legal and necessary in connection with the holding and consummation of such election and to give effect to the intent of this Order, including, but not by way of limitation, the entering of this Order in the minutes of the Court.

Section 9. If any provision, section, sentence, clause, or phrase of this Order is held for any reason to be invalid, such invalid portion shall not affect the validity of the remaining portions of this Order.

\* \* \*

ORDER CALLING BOND ELECTION

THE STATE OF TEXAS §  
 COUNTY OF FORT BEND §  
 FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 §

WHEREAS, the Commissioners Court of Fort Bend County, Texas (the "Court") has adopted an Order ordering organization, creation, and establishment of Fort Bend County Levee Improvement District No. 12 (the "District");

WHEREAS, the District is authorized by Section 57.201 and Section 57.092, Texas Water Code, to issue bonds to purchase, acquire, build, construct, complete, carry out, maintain, protect and in case of necessity, add to and rebuild all works and improvements within the District necessary and proper to fully accomplish a reclamation plan lawfully adopted by the District for the purposes set forth in Section 57.091, Texas Water Code, for which the District was created;

WHEREAS, such bonds payable from ad valorem taxes may not be issued until authorized by a majority vote of the resident electors of the District voting in an election ordered by the Court and held for such purpose;

WHEREAS, the Board of Directors (the "Board") of the District has approved an engineer's report containing a complete plan for draining land, constructing levees on land, and reclaiming land of the District from overflow or damage by waters from streams inside or adjacent to the District which may affect land in the District, and containing a description of the physical characteristics of the land within the District and the location of any public roads, railroads, rights-of-way and roadways, and other improvements on the land of the District;

WHEREAS, such engineer's report contains an estimate of the cost of acquiring and constructing the proposed plant, improvements, facilities, plants, equipment, and appliances as hereinbelow set forth;

WHEREAS, such engineer's report has been approved by the Texas Water Commission (the "Commission") and adopted by the Board, and shall be known as "The Plan of Reclamation;"

WHEREAS, the Court has been presented with a petition conforming in all respects to Section 57.202 of the Texas Water Code; and

WHEREAS, Section 57.203 of the Texas Water Code requires the Court to order an election in the District to authorize the issuance of bonds and to enter the election order in its minutes;

THEREFORE, THE COMMISSIONERS COURT OF FORT BEND COUNTY AFFIRMATIVELY FINDS THAT:

1. The aforementioned cost estimates are as follows:

(cut and paste table from Engineering Report)

2. All prerequisites to adoption of this Order and to the holding of the election called hereby in accordance with law, other than the publication of notice of such election, have been met.

IT IS, THEREFORE, ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

Section 1. An election shall be held within and for the District on February 22, 1986 which day is not less than 20 days nor more than 30 days after the date of this Order, at which election there shall be submitted to the duly qualified resident electors of the District the following proposition:

PROPOSITION

SHALL THE BOARD OF DIRECTORS OF FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 BE AUTHORIZED TO ISSUE AND SELL THE BONDS OF THE DISTRICT IN THE AMOUNT OF \$18,380,000 FOR THE PURPOSE OF THE PURCHASING, ACQUIRING, BUILDING, CONSTRUCTING, COMPLETING, CARRYING OUT, MAINTAINING, PROTECTING, AND IN CASE OF NECESSITY, ADDING TO AND REBUILDING ALL WORKS AND IMPROVEMENTS WITHIN THE DISTRICT NECESSARY OR PROPER TO FULLY ACCOMPLISH A PLAN OF RECLAMATION LAWFULLY ADOPTED BY THE DISTRICT AND APPROVED BY THE TEXAS WATER COMMISSION, WHICH BONDS MAY BE ISSUED IN VARIOUS SERIES OR ISSUES, SHALL MATURE SERIALLY OR OTHERWISE NOT MORE THAN THIRTY (30) YEARS FROM THEIR DATE, AND SHALL BEAR INTEREST AT SUCH RATE OR RATES AS SHALL BE DETERMINED WITHIN THE DISCRETION OF THE BOARD OF DIRECTORS BUT NOT TO EXCEED THE MAXIMUM AUTHORIZED BY LAW AT THE TIME SUCH BONDS ARE ISSUED (IN WHOLE OR ANY PART THEREOF); AND SHALL THE BOARD OF DIRECTORS BE AUTHORIZED TO LEVY AND PLEDGE, AND CAUSE TO BE ASSESSED AND COLLECTED, ANNUAL AD VALOREM TAXES ON ALL TAXABLE PROPERTY IN THE DISTRICT SUFFICIENT, WITHOUT LIMIT AS TO RATE OR AMOUNT, TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; SAID BONDS TO BE ISSUED AND SAID TAXES TO BE LEVIED, PLEDGED, ASSESSED, AND COLLECTED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INCLUDING THE TEXAS ELECTION CODE, TOGETHER WITH ALL AMENDMENTS AND ADDITIONS THERETC?

Section 2. Paper ballots conforming to the requirements of the Texas Election Code, as amended, insofar as applicable, in substantially the following form shall be used in such election, with a true and correct Spanish language translation appearing on the face thereof or attached thereto:

---

BOND ELECTION

---

OFFICIAL BALLOT

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

PROPOSITION

[ ] FOR

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

[ ] AGAINST

Section 3. The entire District shall constitute one election precinct for the purpose of such election. The polling place shall be Route 2, Box 139, Richmond, Fort Bend County, Texas, within the District. The following named persons are hereby appointed officers of such election:

<u>Name</u>	<u>Office</u>
Ben Kruse	Judge
Robert Ferguson	Clerk
Lesley Ferguson	Clerk
Mrs. Ben Kruse	Clerk for Absentee Voting

The rate of pay for all such election officials shall be \$5.00 per hour; provided that no election official shall be paid for more than one hour of work before the polls open or more than \$50.00 for work at such election or any other election held jointly therewith. In addition, the Judge or a Clerk shall be entitled to \$25.00 for delivering the returns of all such elections provided that ballots, ballot boxes, and election supplies not used are returned therewith.

Section 4. Absentee voting by personal appearance shall be conducted at Route 2, Box 139, Richmond, Fort Bend County, Texas, being the office of the Clerk for Absentee Voting and a public place within the boundaries of the District. Absentee ballots for voting by mail may be obtained from and mailed to such Clerk at Route 2, Box 139, Richmond, Fort Bend County, Texas. The Clerk for Absentee Voting shall keep the office for absentee balloting by personal appearance open for such purpose from 9:00 a.m. to 5:00 p.m. on each day which is not a Saturday, Sunday, or official State holiday, beginning on the tenth day and continuing through the fourth day preceding the date of said election. Beginning on the tenth day preceding election day, the Clerk for Absentee Voting shall mail an absentee ballot to be voted by mail to each voter whose request therefor has been duly received by 5:00 p.m. on the fourth day preceding election day. Absentee ballots shall be received by mail through 10:00 a.m. on the second day preceding election day.

Section 5. Only duly qualified electors of the District shall be permitted to vote at such election.

Section 6. Such election shall be held and conducted and returns made to the Court in accordance with the applicable provisions of Chapter 57, Texas Water Code, as amended, the Texas Election Code, and the terms of this Order.

Section 7. The Clerk of the Commissioners Court is hereby authorized and directed to give notice of the days and place for holding such election and of the proposition to be voted on by issuing and delivering to the sheriff such notice with instructions that the sheriff or his deputy shall post a



copy of the notice at the courthouse door and at four different places in the district. Said notice is to be posted for at least the 10-day period immediately preceding the election.

Section 8. The County Judge and County Clerk are authorized on behalf of the Court to evidence adoption of this Order and to do any and all other things legal and necessary in connection with the holding and consummation of such election and to give effect to the intent of this Order, including, without limitation, the entry of this Order into the minutes of the Court.

Section 9. If any provision, section, sentence, clause, or phrase of this Order is held for any reason to be invalid, such invalid portion shall not affect the validity of the remaining portions of this Order.

\* \* \*



CERTIFICATE FOR  
ORDER CALLING BOND ELECTION

0030

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §  
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 §

We the undersigned member of the Commissioners Court of Fort Bend County (the "Court") hereby certify as follows:

1. The Court convened in regular session, open to the public on JANUARY 27, 1986 in the Commissioners Court of the Fort Bend County Courthouse, Richmond, Texas, and the roll was called of the Courts, to wit:

- |                 |                     |
|-----------------|---------------------|
| Jodie Stavinoha | County Judge        |
| Johnny Pustka   | County Commissioner |
| Ben Denham      | County Commissioner |
| Alton Pressley  | County Commissioner |
| Bob Lutts       | County Commissioner |

All members of the Court were present, except the following: \_\_\_\_\_ thus constituting a quorum. Whereupon among other business, the following was transacted at such Meeting:

ORDER CALLING BOND ELECTION

was duly introduced for the consideration of the Court and read in full. It was then duly moved and seconded that such Order be adopted; and, after due discussion, such motion, carrying with it the adoption of such Order, prevailed and carried by the following votes:

AYES: 4 NOES: \_\_\_\_\_

2. A true, full, and correct copy of the aforesaid Order adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in the Court's minutes of such Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the Court's minutes of such Meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the Court as indicated therein; each of the officers and members of the Court was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of such Meeting, and that such Order would be introduced and considered for adoption at such Meeting and each of such officers and members consented, in advance, to the holding of such Meeting for such purpose; and such Meeting was open to the public, and public notice of the time, place, and purpose of such Meeting was given, all as required by Article 6252-17, Vernon's Texas Civil Statutes, as amended.

SIGNED AND SEALED THIS  
Janne Wilson  
County Clerk

January 27, 1986.  
Jodie E. Stavinoha  
County Judge

(SEAL)

Maxson Barnett

#12

00472

5619 Condon Ln.

Houston, Texas 77053

January 21, 1986

County Judge Stavinoha  
Fort Bend County  
P.O. Box 368  
Richmond, Texas 77469

Dear Judge Stavinoha,

Please let this letter serve as a formal request to place Maxson Barnett on the Commissioners Court agenda, Monday January 27, 1986 to bring a resolution before Commissioners Court to recognize the third Monday in January as Dr. Martin Luther King Jr. day, a county holiday.

Respectfully Yours,

*Maxson Barnett*

Maxson Barnett

## "RESOLUTION"

WHEREAS, on November 2, 1983, the President of the United States signed the bill that established the third Monday of January as Martin Luther King Jr. day.

WHEREAS, the third Monday of January has been declared a National holiday by the United States Congress and the American people in the recognition of the birthday of Dr. Martin Luther King Jr.

WHEREAS, the National thirty one (31) member holiday commission choose the theme of love and reconciliation.

WHEREAS, Dr. Martin Luther King Jr., never lost sight of struggle of freedom, justice and opportunity for all.

WHEREAS, Dr. Martin Luther King Jr.'s dream was to insure political and economic equality for all.

WHEREAS, Dr. Martin Luther King Jr. worked to rid the International, National and Local Communities of barriers which divide them and advocated the spirit of peace.

THEREFORE BE IT RESOLVED: that Fort Bend County affirms its recognition for freedom, justice and opportunity for all its citizens.

BE IT FURTHER RESOLVED: that the Fort Bend County Commissioners Court, Fort Bend County Democrats and Fort Bend County Republicans declare the third Monday of January, Martin Luther King Day, a county holiday.

*Mason L. Smith*

0030

Spec #1  
A.C. COLLINS FORD \$10,934.00 ea.  
one auto for Sheriff's Dept.

Spec #2  
A.C. COLLINS FORD \$10,788.00 ea.  
six autos for Sheriff

Spec #3  
A.C. COLLINS FORD \$10,922.00 ea.  
eight autos for sheriff's dept. one for Constable #1

Spec #4  
LAWRENCE MARSHALL CHEV/OLDS \$ 9,667.00 ea.  
nine for Sheriff's dept.

Award bid on on data processing equipment :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pressley voting yes, Commissioner Lutts voting yes, Commissioner Denham voting no, Commissioner Pustka voting no and Judge Stavinoha voting yes, it is ordered to award low bid for data processing equipment to IBM as follows:

IBM 4381 MO2	\$ 420,000.00 plus 498.00 freight
IBM 3278 Console	\$ 2,048.00 plus 31.00 freight
Software	\$ 2,600.00 per mo.

Funds available available in Data Processing 1986 budget.

14. CONSIDER CONTRACT FOR INSURANCE CONSULTANT :

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pressley voting yes, Commissioner Denham voting yes, Commissioner Pustka voting no, Commissioner Lutts voting no and Judge Stavinoha voting to abstain, the result is thereby tied and the motion lost to approve contract with James Hancock of The Risk Co. as the county insurance consultant at \$100 per hr. not to exceed \$24,000 per year.

15. DISCUSS AND CONSIDER WHICH COUNTY OFFICE SHALL MAINTAIN ALL ORIGINAL RECORDS PERTAINING TO COUNTY PROPERTY, RIGHT-OF-WAY, EASEMENT, ETC. :

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that all original deed records of all drainage easements right-of-way's be maintained by the Drainage District office.

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered that all original deed records of all county property be maintained by the County Judge.

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered that all titles to vehicles from General Fund be maintained by the County Judge.

16. CONSIDER APPROVAL OF REVISED FLOOD CONTROL MAPS :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize sending a letter from the County to the Federal Emergency Management Agency concerning the changes in the revised flood control map.

**Galleria**  
AREA FORD

January 24, 1986

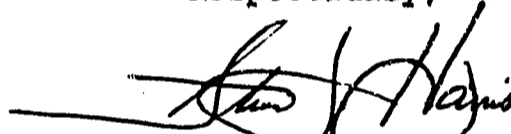
Fort Bend County  
Commissioners Court

Gentleman,

Galleria Area Ford wishes to withdraw its bid on the Police cars. We found out after the bid was submitted that we passed on an incentive that is not available from Ford Motor Company on Police Cars. Also, because we are a new dealer, our parts code is invalid because of the changeover, therefore we are not able to get orders to Ford.

Gentlemen, we regret having to withdraw our proposal, but at this time it is not favorable to our dealership to accept this order if successful. Should Commissioners Court be in our favor, there would be no recourse under UCC law.

Respectfully,



Steven D. Harris  
Fleet Manager

SPECIFICATION NUMBER: 1

QTY. AUTOMOBILES: 1

COMPANY	MET SPECIFICATIONS	PRICE IF SPECIFICATIONS MET	DELIVERY/PRICE GUARANTEE	REASONS SPECIFICATIONS NOT MET
LAWRENCE MARSHALL CHEV. OLDS	YES	\$11,154.95	120/30 DAYS	NONE
EAST BERNARD FORD	NO			SPECIFICATIONS CALLED FOR AM/FM STEREO RADIO, BID SUBMITTED WAS FOR AM/FM RADIO (STEREO NOT SPECIFIED).
GALLERIA AREA FORD	YES	\$10,859.00	180/60 DAYS	NONE
MORT HALL FORD	YES	\$12,100.00	45-75/30 DAYS	NONE
MAC HAIRK FORD	NO			SPECIFICATIONS CALLED FOR 525 CRANKING HOUR BATTERY, BID SUBMITTED WAS FOR 71 AMP 475 CCA BATTERY.
HELEMAN FORD	YES	\$11,184.00	60-90/60 DAYS	NONE
DEB MILLER FORD	YES	\$11,660.28	45-90/15 DAYS	NONE
JOE HUBENAK CHEV.	NO			SPECIFICATIONS CALLED FOR A MINIMUM 60 AMP ALTERNATOR, BID SUBMITTED WAS FOR A 56 AMP ALTERNATOR.
GILLMAN DODGE	NO BID			

A. C. COLLINS FORD, INC. YES \$10,934.00 60/30 DAYS NONE

0030

00476



TO: The Honorable Commissioners'  
Court of Fort Bend County

0030

Judge Stavinoha,	County Judge
Johnnie Pustka,	Commissioner Pct. 1
Ben Denham,	Commissioner Pct. 2
Alton B. Pressley,	Commissioner Pct. 3
Bob Lutts,	Commissioner Pct. 4

The following Vendors were sent copies of the bid specifications:

Control Data (CDC)

Digital Equipment (DEC)

IBM

NCR

Sperry (Univac)

Also legal notices were published in the newspaper.

Attached is a copy of the minimum requirements that the bid asked for.

Money to pay for the CPU is available in the D.P. Budget.

  
Charles W. Miller

## II. General Information.

### 2.1 Equipment Proposed to Obtain.

Equipment must be of new manufacture with full maintenance support for hardware and system's software by the manufacturer.

#### 2.1.1 Central Processing Unit (CPU).

Fort Bend County desires a Central Processing Unit (CPU) with appropriate operator console, power supply, and cabling. Equipment bid must be in current production and must satisfy the following minimum requirements:

- a) The CPU must have at least four (4) million bytes of processor memory with the ability to add memory to a total of thirty-two (32) million bytes.
- b) The CPU must have at least (6) data channels with the ability to add six (6) additional data channels thru a field upgrade;
- c) The CPU must have at least four (4) data channels capable of supporting IBM 3380 or equivalent DASD at three (3) million bytes per second transfer rate;
- d) The CPU and attached input/output channels must be capable of achieving a system aggregate input/output throughput of at least twenty-two (22) million bytes per second across the combined data channels;
- e) The CPU and attached channels must have internal performance at least 70% greater than the power of an IBM 4341-M2 in a commercial environment;
- f) We currently have over 2,000 user written programs that run on an IBM 4341. The CPU being bid must run these programs with no alterations to the programs.
- g) Must not require more than 125 square feet of floor space.
- h) Must not generate more than 14,000 BTU per hour of heat.
- i) Must not require more than five (5) KVA of power.
- j) Must have the ability to run IBM's MVS/XA operating system.

## 2.2 Specify All Costs.

The bidder shall specify in his bid cost and will furnish to Fort Bend County all plugs, connectors, and cables required to make any piece of equipment operable to its manufacturer's specifications.

## 2.3 Model Number and Manufacturer of Equipment.

Bidders are required to state in their response the model number and manufacturer of all equipment included in the response. Bidder must submit, in duplicate, catalogue information or descriptive literature to completely identify the items they consider equal to the specification. Failure to comply with this condition will eliminate the response from further consideration.

## 2.4 Basic Operating Software.

Show in your proposal all system software and associated costs required to provide Fort Bend County the following operating environment:

- 1) A System Control Program to provide program schedules and I/O drivers for Disk, tape, Printer, and Terminal devices.
- 2) A Teleprocessing Monitor with an Interactive Debug Facility.
- 3) A Macro Assembler.
- 4) A Cobol Compiler.
- 5) A Sort/Merge Program.
- 6) A Batch Job Input/Output Spooler.
- 7) A Full Screen Editor with simultaneous multiple program edit capability.
- 8) An Interfile Transfer Utility Program that provides for Disk and Tape record scan, and record load.
- 9) An Interactive Facility to aid programmers in building Data Sets and Data Bases by the use of program prompts.
- 10) A Disk File Management System.
- 11) A Disk Data Space Management System.
- 12) A Data Base Management System.
- 13) A Program or Set of Programs to allow our HP-3000 to communicate with the CPU in this RFQ.

## 2.5 Software Supplier.

For third party vendors and others who do not supply software, who would supply the necessary software in 2.3?

What type of software service could we expect in this case?

DATA PROCESSING  
REQUEST FOR BID ACCEPTANCE  
CENTRAL PROCESSING UNIT CPU

<u>Recommended:</u>	IBM 4381 M02	\$420,000.00 plus 498.00 freight
	IBM 3278 Console	\$ 2,048.00 plus 31.00 freight
<u>TOTAL HARDWARE</u>		<u>\$422,577.00</u>

Monthly Maintenance:

There is no maintenance due on the CPU until January, 1987 at which time it will be 772.00 per month.

The console maintenance is 18.50 per month starting in April, 1986.

Software:

Software is licensed per CPU. We will need the following:

VSE/AF	Base Operating System
VSE/AF	Assembler
VSE/AF	Power
VSE/AF	VSAM
VSE/AF	CICS
VSE/AF	DITTO
VSE/AF	FAST COPY
VSE/AF	BTAM
VSE/AF	VTAM
VSE/AF	DL/I
VSE/AF	SORT-MERGE

Total license fee is \$2,600/month. This amount is in the 1986 budget.

Recommend Acceptance:

As IBM was the sole bidder and we are receiving a \$100,000.00 discount from the list price for this CPU, I recommend we accept the bid. This CPU will carry us for at least the next five (5) years and probably the next eight (8) years.

There is money in the data processing budget to pay for this CPU. However, the price is more than that was budgeted for this particular item. Before the end of the year we will be about \$30,000 short if we install the other equipment listed in the budget. But, with our current workload and with the amount of time necessary to install and make operational a mainframe CPU, I urge that this bid be awarded.

*Chuck Miller*

Chuck Miller  
Data Processing Manager

Issued By: Insurance Committee Fort Bend County	Proposal I.D. No. 85-69	Date Issued: 10-24-85	Page No. 1	No. of Pages 1
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**INVITATION FOR PROPOSALS**  
(EXPIRES: 31 December 1985)

Sealed Proposals will be received at the office of the County Judge, Fort Bend County Courthouse Annex, P.O. Box 368, Richmond, Texas until 1:30 P.M. November 18, 1985 for providing the goods and/or services as follow:

A STUDY ON CASUALTY/PROPERTY INSURANCE RELATING TO SELF INSURANCE FOR FORT BEND COUNTY

SERVICES OFFERED

MAXIMUM COST

- Total cost for providing goods and/or services. \$ 24,000.00 payable at 20 manhours/mo. or \$ 2,000.00/mo. for 12 mos. commencing @ appt.
- Principal place of business of submitter: 22711 Bucktrout; Katy, TX 77449
- Services and extent of services to be provided. (List on separate page.)  
(see attached)
- Services, reasonably associated with the requested goods or services, which are specifically excluded.

Services excluded actuarial, legal and claim handling expenses along with in-house accounting although specific recommendations may be made at a later date. These recommendations would be direct referrals and not involve fee-splitting. Travel is excluded, but can be included on a per diem basis.

CONSIDERATIONS BY FORT BEND COUNTY

In determining which proposal is to be accepted the Commissioners Court of Fort Bend County shall take any or all of the following into consideration:

- The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- Whether the bidder can perform the contract or provide the service promptly, or within the time required, without delay or interference;
- The character, responsibility, integrity, reputation, and experience of the bidder;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the bidder with laws relating to the contract or service;
- The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- The quality, availability and adaptability of the supplies, or contractual services, to the particular use required;
- The ability of the bidder to provide future maintenance, repair parts, and service for the use of the subject of the contract;
- Price; this is the lowest in relative importance of the considerations.

(Note: Items 1 thru 8 of the above considerations may also be found in Article 664-3 Vernons Civil Statutes of the State of Texas).

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

Proposals shall be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiations.

NAME OF FIRM OR CONSULTANT SUBMITTING PROPOSAL:	SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER:	DATE OF SIGNATURE:
--	--	-----------------------

James P. Hancock, III  
THE RISK COMPANY  
22711 Bucktrout  
Katy, Texas 77449

(713) 391-6378

November 14, 1985

Mr. Richard Selleh  
Coordinator of Services  
Fort Bend County Courthouse  
P. O. Box 326  
Richmond, Texas 77469

Dear Richard:

Enclosed please find the information requested. Should you need any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Jim Hancock/dh". The signature is written in dark ink and is positioned above the typed name.

Jim Hancock

JPH/dh

00484

Attachment

3. Services and extent of services

To market, design, implement and make suggestions for an on-going Insurance Program for calendar year 1986/1987 whether primary or excess on the Casualty-Property coverage including Employee Benefits; To work with and for the County arriving at the best possible coverage at the least possible price.



Office of  
*Jodie E. Stavinoha*  
County Judge



P. O. Box 368  
Richmond, Texas 77469  
(713) 342-3411

Richmond, Texas  
*County of Fort Bend*

January 27, 1986

Dr. Brian Mrazik  
Assistant Administrator  
Office of Risk Assessment  
Federal Insurance Administration  
Federal Emergency Management Agency  
Washington, D.C. 20472

Dear Dr. Mrazik,

This letter contains the response of Fort Bend County to the Revised Preliminary Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) which we received with your letter of December 30, 1985 that requested our comments within 30 days. Based on the comments made at a public meeting in Fort Bend County that was held on January 22, 1986 and the review made by the engineering staff and consultants for the County, the County is in general agreement with the Base Flood Elevations (BFE) in the Revised Preliminary FIS and FIRM for the unincorporated areas of Fort Bend County.

Our specific recommendations before the maps become final are as follows:

1. The County feels that all incorporated areas within the county should not be included on these maps which are only for the unincorporated areas of Fort Bend County; instead, such areas should be provided with their own FIS and FIRM (e.g. City of Fulshear, City of Simonton).
2. The County feels that all communities and political districts (e.g. MUDs, LIDs) that are already participating in the flood insurance program should not be included in these maps; instead, these areas should likewise be provided with their own FIS and FIRM.
3. The County believes that all Letters of Map Amendment/Revision that were previously submitted and approved prior to the date of this letter should be reflected on the FIRM and FLOODWAY Maps when finalized, as appropriate.

Dr. Brian Mrazik  
January 27, 1986  
Page 2

Some comments were made at the public meeting concerning specific areas where actual ground elevations were higher than the BFE for that area, and yet the whole area was shown to be in the 100-year floodplain. It is our understanding that these site-specific problems can be most easily handled by submitting the appropriate request with supporting documentation for the Letter of Map Amendment and that the Federal Emergency Management Agency (FEMA) will promptly respond to such requests and issue Letters of Map Amendment where appropriate.

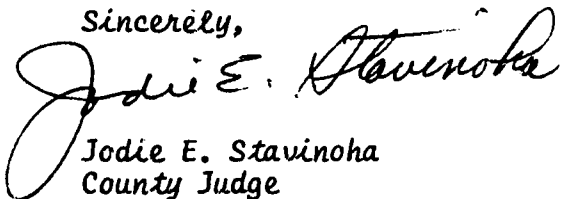
Other comments made at the public meeting concerned a few instances where some recent updated information and analysis or future improvements might justify a map revision. Similarly, it is our understanding that with supporting documentation, FEMA will promptly respond to any such request that is made.

In addition, the following is a list of information that has been received by the County concerning the Revised Preliminary FIS and FIRM and is hereby transmitted for your consideration:

1. Information concerning First Colony LID 1 supporting their position as it pertains to the County's Specific Recommendations Nos. 2 and 3.
2. Letter from Ayrshire Corporation supporting the Revised Preliminary Maps.
3. Letter and technical information submitted by Turner, Collie and Braden requesting revision to the 100-year floodplain of Willow Fork of Buffalo Bayou.
4. Request from VanSickle, Mickelson and Klein, Inc. requesting a change in the methodology used in the FIS to analyze the Clodine Ditch floodplain.
5. Topographic information submitted by Mr. Balke Mahler to correct 100-year floodplain errors on panels 480228-0210 and 480228-0100.
6. Technical information provided by Bernard Johnson, Inc. to correct 100-year floodplain errors on the General Homes tract on Little Prong Creek.

In summary, the County agrees with the Revised Preliminary FIS and FIRMS that you provided to us for our review and submits the previously stated comments for your consideration in finalizing these maps.

Sincerely,



Jodie E. Stavinoha  
County Judge  
Fort Bend County

JES/jm

A letter from Judge Stavinoha was presented for record, pertaining to changes in the revised flood control maps. (Recorded in minutes in full)

Stanley Kucherka, County Engineer discussed the revised maps.

17. DISCUSS AND TAKE ACTION ON RECOMMENDED CHANGES TO POLICIES & PROCEDURES MANUAL:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to postpone until February 3, 1986.

18. RECORD COUNTY SALARIES IN MINUTES :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to record county salaries in minutes as presented. (Recorded in minutes in full)

19. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE ACROSS AND ALONG BLEW RD. IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve application from Southwestern Bell Telephone to lay cable across and along Belew Rd. (Canal Rd.) in Precinct 3. (Recorded in minutes in full)

20. MR. CHRIS DISTEFANO, ARCHITECT, RE: PRESENT PRELIMINARY DRAWINGS AND DISCUSS SCHEDULING OF NEW COURTHOUSE ANNEX :

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried with Commissioner Lutts absent for vote, it is ordered to approve preliminary drawing and schedule as presented by Chris DiStefano and proceed with design development on new courthouse annex. (Recorded in minutes in full)

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

Met in Closed Session.

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

No action taken.

RECESS:

Commissioners' Court recessed at 12:40 p.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

23. 1:30 P.M.- OPEN BIDS FOR THE FOLLOWING: (1) OFFICERS UNIFORMS FOR FORT BEND COUNTY SHERIFF'S DEPT. (BID #86-4); (2) TWO COMPLETE MICROFILMING UNITS CAPABLE OF PRODUCING MICROFICHE (BID #86-5); (3) THE LEASE OF OIL, GAS AND OTHER MINERALS IN 10.5147 ACRES OF LAND SITUATED IN COON ACRES SUBDIVISION (SEALED OFFERS -#86-6):

PAYEMP 00488

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

0001 COUNTY JUDGE 0030

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
LANDRY, NORMA JEAN	978.34	SALARIED
MARTIN, BARBARA J	748.73	SALARIED
STAYINOH, JODIE EDWARD	1,807.69	SALARIED

TOTAL-EMPS = 0003

0002 COUNTY CLERK

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALLEN, PATRICIA A	527.00	SALARIED
ARIVETTE, ALICE FAYE	527.00	SALARIED
BARRERA, MARIA C	527.00	SALARIED
BENOIT, GLENDA	527.00	SALARIED
BOETTCHER, CAROL JEAN	427.50	SALARIED
BURNS, LORINE E	638.00	SALARIED
CARSON, MARY E	638.00	SALARIED
CORTEZ, LINDA ANN	527.00	SALARIED
DAVIS, SHIRLEY ANN	748.50	SALARIED
DE LUNA, CYNTHIA ANN	527.00	SALARIED
DUSEK, KAREN	451.50	SALARIED
EASLEY, JAN SMELKER	638.00	SALARIED
EGLESTON, MARILYN LEE	527.00	SALARIED
FULGHAM, BETTY	527.00	SALARIED
GONZALES, ORALIA JAMIE	597.00	SALARIED
GURECKY, DEBBIE JEAN	527.00	SALARIED
HENRY, CATHY L	527.00	SALARIED
HERNANDEZ, CYNTHIA INEZ	427.50	SALARIED
JALOMO, VAIOLA B	404.08	SALARIED
KOSLER, ELIDA	605.56	SALARIED
KUBECZKA, PATRICIA	527.00	SALARIED
LOESCH, ELSIE FAY	527.00	SALARIED
LOFTON, LISA	527.00	SALARIED
LOYA, EVA	415.38	SALARIED
MAINES, JANE	719.00	SALARIED
MARSHALL, MARY N	485.00	SALARIED
MASSEY, ERNEST W	1,081.19	SALARIED
MESSINA, DANA SHARON	527.00	SALARIED
MILLER, RITA LYNETTE	638.00	SALARIED
NAWARA, GLADYS MAE	527.00	SALARIED
RANDOLPH, PAULINE F	638.00	SALARIED
ROSENBAUM, GLADYS	527.00	SALARIED
STEGEMILLER, DARLEN	415.38	SALARIED
VASQUEZ, YOLANDA ANN	597.00	SALARIED
WILSON, DIANNE	1,538.46	SALARIED
WOLF, DORIS G	880.00	SALARIED

TOTAL-EMPS = 0036

0003 TAX ASSESSOR/COLLECTOR

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALLEN, PATSY A	692.31	SALARIED
BONN, JAN L.	784.62	SALARIED
BOROWIAK, KAREN G	484.62	SALARIED
BOURG, LYDIA C	738.46	SALARIED
BREWER, DORA E	522.93	SALARIED
CAVAZOS, MARY H.	480.00	SALARIED
DESHAZO, JULIE M	600.00	SALARIED
GAINES, MARSHA P	1,538.47	SALARIED
GARCIA, DOROTHY G	480.00	SALARIED
GARNER, LAURA L.	530.77	SALARIED
GILBERT, BARBARA	507.69	SALARIED
GRANT, BRENDA S	438.46	SALARIED
HARMS, JUDITH A	692.31	SALARIED
HARRIS, VERONICA	438.46	SALARIED
HAYNIE, KAREN A	530.77	SALARIED
LEAL, BEATRICE	450.00	SALARIED
LOVELAND, KELLY SUE	438.46	SALARIED
MACHA, SHARON ANN	438.46	SALARIED
MARTINEZ, ALICIA G.	415.38	SALARIED
MELTON, DATRYSE SHAHNAZ	480.00	SALARIED
ORSAK, MARJORIE	553.85	SALARIED
ORTIZ, SANDRA A	461.54	SALARIED
REBECEK, BARBARA DALE	438.46	SALARIED
RICHTER, LILLIE L	623.08	SALARIED
RIVERA, TRINY	600.00	SALARIED
ROGERS, MARY ELAINE	553.85	SALARIED
ROSENBAUM, TRACY S	553.85	SALARIED
SALINAS, DIANA	581.54	SALARIED
SAPP, PATRICIA ANN	438.46	SALARIED
SOPCHAK, TAMMEY LEE	438.46	SALARIED
TREVINO, ELIZABETH	415.38	SALARIED
WEEKS, YVONNE A	507.69	SALARIED
WILKE, POLLY O'DELL	438.46	SALARIED
WILLIAMS, MARY FRANCES	438.46	SALARIED
WITTNEBEN, PAMELA K	876.92	SALARIED

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TOTAL-EMPS = 0035

PAYEMP

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

0004 DISTRICT CLERK

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BACA, DOROTHY J	835.52	SALARIED
BRIDGES, BILLYE	586.50	SALARIED
BROWN, LUCILE D	772.45	SALARIED
CALLENDER, MARY ANNE	527.00	SALARIED
CAPETILLO, MARY NANCY	461.54	SALARIED
COFFEY, SHIRLEY A	600.00	SALARIED
EICHER, LYDIA T	922.69	SALARIED
MARSH, WILMA JEAN	461.54	SALARIED
MORALES, REBECCA L	461.54	SALARIED
MOUNCE, BILLIE A	484.62	SALARIED
NIEGSCH, LINDA	461.54	SALARIED
OLIVAREZ, YOLANDA	753.97	SALARIED
SHELLBERG, BARBARA JEAN	784.23	SALARIED
SNYDER, MARY ANN	499.15	SALARIED
WILE, JANICE SUE	527.00	SALARIED
WLECZYK, IRENE M	1,461.54	SALARIED
ZOMALT, MAXINE	527.00	SALARIED

TOTAL-EMPS = 0017

Honorable Judge Charles A. Dickerson  
 District Judge, 240th Judicial District  
 Richmond, Texas 77469

Honorable Judge A. Reagan Clark  
 District Judge, 268th Judicial District  
 Richmond, Texas 77469

Honorable Judge Thomas O. Stansbury  
 District Judge, 323th Judicial District  
 Richmond, Texas 77469

Dear Sirs:

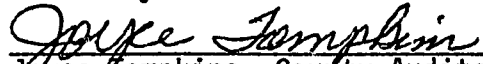
In compliance with House Bill No. 35 amending Article 1650 of the revised Civil Statutes of Texas of 1935, with respect to the authority of the County Auditor to appoint assistants.

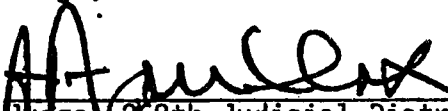
I desire to certify for appointment as Assistant to the Auditor of Fort Bend County, Texas, said appointment to take effect on and after January 1, 1986.


<u>EMPLOYEE</u>	<u>TITLE</u>	<u>PAY GRADE</u>	<u>ANNUAL SALARY</u>
Robert Grayless	1st Asst. Auditor	*18	\$ 35,000
*Emison Lewis	Asst/Aud-Internal Auditing Mgr.- Certified Public Accountant	*17	33,000
*Mary Hancock	Administrative Asst. Aud.	11	21,805
*Joy Jankowski	Payroll Administrator	*12	21,115
*Dolores Rodriguez	Internal Auditor	12	21,115
Mildred Oberhoff	Accounting Clk III	8	22,725
Sid Parchman	Accounting Clk II	6	20,500
Matt Harper	Accounting Clk II	6	18,500
Kim Davis	Accounting Clk II	6	13,550
*Bill Lively	Accounting Clk II	6	17,510
Betty Hanzelka	Tempory Help-Tax Auditing		15,910

\* Denotes desired changes in pay grade and salary increases.

  
 \_\_\_\_\_  
 Judge, 240th Judicial District

  
 \_\_\_\_\_  
 Joyce Tompkins, County Auditor  
 Fort Bend County, Texas

  
 \_\_\_\_\_  
 Judge, 268th Judicial District


  
 \_\_\_\_\_  
 Judge, 323th Judicial District

TO THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

We hereby certify that we have approved the appointments of Kim Davis, Robert Grayless, Mary Hancock, Matt Harper, Joy Jankowski, Emison Lewis, Bill Lively, Mildred Oberhoff, Sid Parchman, and Dolores Rodriguez at the salaries and classifications set forth above as Assistant Auditors of Fort Bend County, Texas, effective on and after January 1, 1986.

  
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 Judge, 240th Judicial District

  
 \_\_\_\_\_  
 Judge, 268th Judicial District

  
 \_\_\_\_\_  
 Judge, 323th Judicial District

FILED

1986 JAN 10 PM 2:30



PAYEMP

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

PAGE 0005

0005 COUNTY AUDITOR

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
DAVIS, KIM	713.46	SALARIED
GRAYLESS, ROBERT N	1,346.15	SALARIED
HANCOCK, MARY M	838.65	SALARIED
HARPER, MATTHEW E	711.54	SALARIED
JANKOWSKI, JOSEPHINE	812.12	SALARIED
LEWIS, R.E.	1,269.23	SALARIED
LIVELY, WILLIAM WHITTY	673.46	SALARIED
OBERHOFF, MILDRED	874.04	SALARIED
PARCHMAN, SIDONIA N	788.46	SALARIED
RODRIGUEZ, DOLORES MONCADA	812.12	SALARIED
TOMPKINS, JOYCE	1,538.47	SALARIED

TOTAL-EMPS = 0011

0006 COUNTY TREASURER

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
HYDE, MARIAN GALE	656.45	SALARIED
HYNSON, KATHY K	1,461.54	SALARIED
PHILIPS, ROBERTA R	982.61	SALARIED
SCOTT, VIRGINIA	500.00	SALARIED
WHITLOW, MARY HELEN	540.75	SALARIED

TOTAL-EMPS = 0005

0007 ADM. COORD./PERSONNEL DIRECTOR

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
KUCERA, SANDRA ANN	663.56	SALARIED
SELLEH, RICHARD HAMPIL	1,164.69	SALARIED
SURY, MARGARET ANN	597.00	SALARIED

TOTAL-EMPS = 0003

0008 BUILDING MAINTENANCE

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BERAN, GEORGE J	970.35	SALARIED
FRINGER, RANDY	720.14	SALARIED
MCCLUNG, DAVID J	840.00	SALARIED
MOORE, JACK WESLEY	828.40	SALARIED
ORTIZ, ALICE V.	6.00	HOURLY
ROBINSON, ALONIA E.	6.00	HOURLY
SALINAS, FRANK D	420.00	SALARIED
SMITH, RUTH MARIE	7.00	HOURLY

TOTAL-EMPS = 0008

0009 JUVENILE DETENTION CENTER

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
CLACK, JAMES ARTHUR	778.31	SALARIED
FOX, DE ANN	778.31	SALARIED
GALVAN, IRIS	778.31	SALARIED
GIBSON, OGDEN LARUE	807.13	SALARIED
HAMILTON, AUBREY	778.31	SALARIED
HERNANDEZ, ROSE MARY	.00	SALARIED
JOHNSON, KATHY E	741.25	SALARIED
MILLER, ROBIN E	.00	SALARIED
MONK, STEVEN DOUGLAS	1,068.38	SALARIED
TAYLOR, ALFRED JR	741.25	SALARIED

TOTAL-EMPS = 0010

PAYEMP 00498

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

PAGE 0010

0010 240TH. DISTRICT COURT

FRI, JAN 17, 1986, 1:30 PM

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EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
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BRADLEY, GLORIA WEST	1,046.96	SALARIED
MAY, PAMELA	1,443.03	SALARIED

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TOTAL-EMPS = 0002

0011 268TH DISTRICT COURT

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
MEAux, EDWARD JOSEPH	1,452.26	SALARIED
MONK, DEBORAH N	891.35	SALARIED

TOTAL-EMPS = 0002

0012 DISTRICT ATTORNEY

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
AVILA, LINDA JANE	568.00	SALARIED
BEST, BRYAN KIRBY	1,320.95	SALARIED
BEZECNY, DIANA J	760.62	SALARIED
BREEN, TERENCE J	1,141.74	SALARIED
CARDENAS, IRMA JOYCE	623.29	SALARIED
CARDENAS, SANDRA	623.29	SALARIED
DANCER, JOYCE	659.44	SALARIED
DELATORRE, ELIZABETH R.	568.33	SALARIED
DOBSON, BARBARA JEAN	719.00	SALARIED
FOLLIS, WILLIAM	1,785.71	SALARIED
FUNKHOUSER, DOROTHY M	659.44	SALARIED
GALVAN, ROSE MARY	1,141.74	SALARIED
GONZALEZ, RALPH L	1,528.93	SALARIED
GREGORY, HOLMAN CARTWRIGHT	1,098.20	SALARIED
HARTFIEL, GENE ANN	1,395.87	SALARIED
HEALEY JR, JOHN F	1,395.87	SALARIED
LANDRY, ROXANNE	679.00	SALARIED
LIDIAK, HENRIETTA	679.00	SALARIED
MEITZEN, WILLIAM A	379.24	SALARIED
MUTCHLER, ALLEN JOHN	1,129.00	SALARIED
NORD, MARILYN J	659.44	SALARIED
OBERHOLTZER, DAVID M	1,141.74	SALARIED
PUBCHARA, SILVIA V	1,108.50	SALARIED
SMITH, SUSAN LEA	1,141.74	SALARIED
WAGENBACH, LARRY D.	1,663.85	SALARIED

TOTAL-EMPS = 0025



0013 328TH. FAMILY DISTRICT COURT

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
CAMP, RITA C	1,374.31	SALARIED
CARDEN, MARTIN D	1,980.77	SALARIED
RAMIREZ, ESTHER	915.11	SALARIED

TOTAL-EMPS = 0003

0014 CHILD SUPPORT

FRI, JAN 17, 1986, 1:30 PM

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EMPLOYEE-NAME

BIWEEKLY-RATE TYPE

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LAVOIS, ELIZABETH J  
PUMPHREY, MARTHA S.

896.23 SALARIED  
527.00 SALARIED

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TOTAL-EMPS = 0002

0015 COUNTY COURT AT LAW

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BOWEN, RAYDELL JOYCE	891.35	SALARIED
CULVER III, THOMAS R	1,992.31	SALARIED
HALL, LORAIN GARRISON	1,452.26	SALARIED

TOTAL-EMPS = 0003

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
CLARK, A REAGAN	276.92	SALARIED
DICKERSON, CHARLES A	276.92	SALARIED
STANSBURY, THOMAS O	276.92	SALARIED

TOTAL-EMPS = 0003

0018 JUVENILE PROBATION

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BLOSSOM, CHARLES J	807.13	SALARIED
DANIELS, IRA MAE	691.41	SALARIED
HALL, MARSEILLAISE R	996.56	SALARIED
MACKO, STEVE J	969.73	SALARIED
MOORE, STERLING	165.78	SALARIED
PHILLIPS, MARY HELEN	996.56	SALARIED
RAMIREZ, ANTONIO	825.00	SALARIED
THORNTON, CAROL D	691.41	SALARIED

TOTAL-EMPS = 0008

0019 JUSTICE OF THE PEACE PCT. # 1

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
KNIGHT, SANDRA	633.07	SALARIED
ROSAS, VIRGINIA V	527.00	SALARIED
WARD, MARY	1,230.78	SALARIED
WILLIAMS, PATRICIA R	540.75	SALARIED

TOTAL-EMPS = 0004

PAYEMP

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

00507 PAGE 0019

0020 J. P. PCT. # 2, PLACE 2

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
FELDER, RUTH BEE	737.38	SALARIED
FREDRICKSON, GARY	1,230.76	SALARIED
GLESS, SARA L	527.00	SALARIED

TOTAL-EMPS = 0003

0021 JUSTICE OF THE PEACE PCT. # 3

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
KALINOWSKI, BETTY G.	638.79	SALARIED
REJSEK, ANNETTE	527.00	SALARIED
STAHL, ROBERT	1,230.77	SALARIED
WILLIAMS, PAMELA KAY	527.00	SALARIED

TOTAL-EMPS = 0004



PAYEMP

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

0022 JUSTICE OF THE PEACE PCT. # 4

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ADOLPHUS, JAMES C	1,230.77	SALARIED
GARCIA, HORTENCIA A	599.46	SALARIED
LINDSEY, FAKHREZAMAN	527.36	SALARIED
MITCHELL, LISA SHENEE	527.36	SALARIED

TOTAL-EMPS = 0004

PAYEMP 00510

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

PAGE 0022

0023 CONSTABLE PCT. # 1

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
GREEN, DAVID WILLIAM	943.41	SALARIED
HEJL, HENRY HARLEY	1,038.47	SALARIED
JOHNSON, EDWIN E.	.00	SALARIED
LOZANO, MARIO RENE'	857.77	SALARIED
MCGEE, AYA M	568.00	SALARIED

TOTAL-EMPS = 0005

0024 CONSTABLE PCT. # 2

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
KREJCI, MELODY L	570.47	SALARIED
TESCH, CHARLES M	1,050.60	SALARIED
TODD, II, WALTER C	1,038.46	SALARIED
WALTON, RUSSELL	857.76	SALARIED

TOTAL-EMPS = 0004

0025 CONSTABLE PCT. # 3

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALLEN, JIMMY D	884.33	SALARIED
BREEDING, RAY L	867.49	SALARIED
ELZEY, BENNETT T	842.22	SALARIED
HENRY, NELLE S	602.73	SALARIED
MUNOZ, LUPE R.	842.22	SALARIED
PARKER, ROBERT GAINES	1,038.47	SALARIED

TOTAL-EMPS = 0006

PAYEMP

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

0026 CONSTABLE PCT. # 4

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
HAZELRIG, TIMOTHY L	884.32	SALARIED
KOPRIVA, CYNTHIA L	568.00	SALARIED
PICKERING, JOHN WARREN JR	797.00	SALARIED
PRING, RICHARD P	1,038.46	SALARIED

TOTAL-EMPS = 0004

0027 SHERIFF DEPARTMENT

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
AGAN, HUGH M	933.91	SALARIED
ALLEN, PEGGY H	953.88	SALARIED
ALLEN, ROBERT E	933.91	SALARIED
ANDERSON, BUDDY	933.91	SALARIED
BANKS, SAMUEL W	933.91	SALARIED
BARRON, HAROLD O	933.91	SALARIED
BAYARD, LINDA A.	882.50	SALARIED
BEAVERS, TERRY M	933.91	SALARIED
BERRY, KIMBELL RAY	933.91	SALARIED
BLEDSON III, GORDON L	933.91	SALARIED
BRADY, KENNETH CRAIG	1,049.90	SALARIED
BRIETZKE, INEZ M	882.50	SALARIED
BRONIKOWSKI, MARIETTA	933.91	SALARIED
BROWN, OSCAR J	933.91	SALARIED
CANALES, RICKY J.	933.91	SALARIED
CASTEEL, TOMMY ROY	1,049.90	SALARIED
CHAMBLEE, GUY C	933.91	SALARIED
CHAMBLEE, RENE' A	933.91	SALARIED
CHARLES, MARY L	933.91	SALARIED
CLARY, WILLIAM DAVID	989.98	SALARIED
CLEMENTS, JERRY T	1,049.90	SALARIED
CORPORON, ALLEN N.	933.91	SALARIED
CORTEZ, JIMMY	882.50	SALARIED
COX, KAY W	749.48	SALARIED
CRANK, DOROTHY	696.00	SALARIED
CUNNINGHAM, FULTON L	1,049.90	SALARIED
DE PREZ, DANIEL J	933.91	SALARIED
DELGADO, JUAN A.	933.91	SALARIED
DENHART, BETTY J	933.91	SALARIED
DINGES, DOTTIE EUNICE	550.00	SALARIED
DOWELL, ROBERT C	933.91	SALARIED
DRAKE, JANIS B.	550.00	SALARIED
ELECKEL, JAMES ANTHONY	933.91	SALARIED
EVANS, BOBBY LEE	1,049.90	SALARIED
FEINSTEIN, LARRY MARC	989.98	SALARIED
FERGUSON, MARGIE J	989.98	SALARIED
FONT, JOHN F	933.91	SALARIED
FORTENBERRY, WILLIAM EDWARD	989.98	SALARIED
FREEZE, BENNIE E	1,049.90	SALARIED
GALLAWAY, LOWELL RAY	933.91	SALARIED
GARCIA, JEANNETTE	749.48	SALARIED
GARRETT, MONTE ZANE	933.91	SALARIED
GARRETT, TANYA LYNN	749.48	SALARIED
GARTLAND, DEBORAH A	953.88	SALARIED
GARZA, LARRY	882.50	SALARIED
GASKAMP, THOMAS ALLEN	1,049.90	SALARIED
GASSER, CHARLES PATRICK	933.91	SALARIED
GEORGE, GUS	1,730.77	SALARIED
GIESE, KIMBERLY K	696.00	SALARIED
GIESE, RONALD GEORGE	1,049.90	SALARIED
GILL, SCOTT M	933.91	SALARIED

0027 SHERIFF DEPARTMENT

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
GLENDENING, RODNEY	933.91	SALARIED
GOLD, JOWAYNE RUDY	786.45	SALARIED
GRAY, DORA LEE	953.88	SALARIED
GREMILLION, LESLIE EILEEN	933.91	SALARIED
GRISHAM, JERRY Q	811.13	SALARIED
HARDWICK, MICHAEL GEORGE	933.91	SALARIED
HARGRAVE III, EVERETT	933.91	SALARIED
HARRIS, REBECCA ANN	696.00	SALARIED
HEIMANN, EUGENE JAMES	933.91	SALARIED
HEITMAN, BESSIE HELEN	933.91	SALARIED
HERMAN, GREGORY M	989.98	SALARIED
HILLEGEIST JR, PERRY R	1,338.29	SALARIED
HINOJOSA JR, RAY R	933.91	SALARIED
HOLCOMB, DELLA JOYCE	882.50	SALARIED
HONEYCUTT, TOMMY W	989.98	SALARIED
ISENBERG, DENISE	749.48	SALARIED
ISENBERG, MICHAEL WAYNE	933.91	SALARIED
JACKSON JR. , GEORGE EDWARD	882.50	SALARIED
JANKOWIAK, JOAN	721.33	SALARIED
JOHNSON, BONNIE LYNN	933.91	SALARIED
JONES, TREVOR C	989.98	SALARIED
KELLEY, DALE C	933.91	SALARIED
KEYES, DARWIN ORAN	933.91	SALARIED
KINSEY, ROLAND ARCHIE	933.91	SALARIED
KNIGHT, HARREL HARRIS	933.91	SALARIED
LAND, ROBERT EVANS	933.91	SALARIED
LEACH, DAVID	882.50	SALARIED
LEE, KENNETH RAY	1,049.90	SALARIED
LEIGHTENHEIMER, JANE	696.00	SALARIED
LESSER, LEAH R	882.50	SALARIED
LEVY, MITCHELL A	933.91	SALARIED
LOPEZ, LAURENCE ROBERT	933.91	SALARIED
LORENZ, MICHAEL J	1,049.90	SALARIED
LOZANO, OLIVIA H	696.00	SALARIED
LUKAS, JERRY PAUL	811.13	SALARIED
MAGANA, SAMMEY E	882.50	SALARIED
MAGANA, SANDRA ANN	650.00	SALARIED
MARCUS, DANNY L	933.91	SALARIED
MARTIN, DONALD H	1,049.90	SALARIED
MATHENY, NORA JEAN	882.50	SALARIED
MCDOWELL, O J	1,049.90	SALARIED
MCINYALE, LUCILE BROWN	697.57	SALARIED
MELODY, JUSTIN CLIFFORD	933.91	SALARIED
MELTON, DEANNA CAROL	600.00	SALARIED
MELTON, STEVEN DEAN	933.91	SALARIED
MENDOZA, DOLORES	953.88	SALARIED
MITCHELL, DAVID D	933.91	SALARIED
MURILLO, NANCY MENDOZA	650.00	SALARIED
NEAL, FLOYD D. III	749.48	SALARIED
NEMEC, LARRY GLEN	962.48	SALARIED
NETZ, MICHAEL C.	933.91	SALARIED

0027 SHERIFF DEPARTMENT

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
NORRIS, GOLDA RAYLENE	882.50	SALARIED
NOWAK, M. ELAINE	745.10	SALARIED.
OBALLE, DANIEL R	933.91	SALARIED
OBERHOFF, TAMARA JO	650.00	SALARIED
OGNOSKIE, LAURINE	696.00	SALARIED
OLDAG, KATHLEEN	749.48	SALARIED
PATTON, MICHAEL AMMON	1,049.90	SALARIED
PAYELKA, ROGER STEPHENS	1,049.90	SALARIED
PERSER, GLENN WILLIAM	882.50	SALARIED
PHIPPS JR, LESTER	962.48	SALARIED
PITTMAN, LARRY D	933.91	SALARIED
PLACETTE, KATHERYN E	701.00	SALARIED
POKLUDA, JAMES EDWARD	989.98	SALARIED
RAMIREZ, CHARLES R	933.91	SALARIED
RAY, THOMAS MILTON	1,128.96	SALARIED
REINHART, RICHARD J	933.91	SALARIED
RENFRO, FORREST S	933.91	SALARIED
ROBERTSON SR, TERRY A	933.91	SALARIED
ROBERTSON, HERBERT DEAN	933.91	SALARIED
RODEN, DAVID L	933.91	SALARIED
ROHDE, DONALD WAYNE	600.00	SALARIED
ROSAS, ANTONIO O	1,128.96	SALARIED
ROWLAND, LLOYD E	933.91	SALARIED
ROWLEY, TODD D	933.91	SALARIED
RUSSEK, RICHARD R.	933.91	SALARIED
RUSSELL, RAYMOND BURNETT	882.50	SALARIED
RYCHLIK, KENNETH JOSEPH	933.91	SALARIED
SAPP, ELWIN BARTON	1,049.90	SALARIED
SCHAFFNER, ROCHELLE	749.48	SALARIED
SEELY, CHARLES LARKIN	933.91	SALARIED
SEXTON, JANICE KAY	749.48	SALARIED
SHELTON, THOMAS E	989.98	SALARIED
SIMMONS, CAROLYN J	696.00	SALARIED
SKINNER, STEPHEN L	933.91	SALARIED
SOTO, JOSEPH A	1,049.90	SALARIED
SOUSLEY, RICKY LEE	989.98	SALARIED
SPARKMAN, THOMAS J	1,128.96	SALARIED
SPARKMAN, THOMAS J. JR	933.91	SALARIED
SPEED, MELVIN LLOYD	933.91	SALARIED
SPILLERS, LARRY LYNN	1,128.96	SALARIED
SPRADLEY, CARL L	933.91	SALARIED
STASNEY, RONALD LEE	933.91	SALARIED
STEDMAN, MICHAEL E	989.98	SALARIED
STEWART, BETTY J	696.00	SALARIED
TEAGUE, JOAN E	989.98	SALARIED
TOBIAS, JULIO MARTIN	1,049.90	SALARIED
TORRES, CARMEN Y	696.00	SALARIED
TULLOS JR., CARL B.	933.91	SALARIED
ULBRICH, CHARLES	933.91	SALARIED
VERDECANNA, LINDA G	749.48	SALARIED
WALKER, PATRICIA D	749.48	SALARIED



0027 SHERIFF DEPARTMENT

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
WARD, JOHN S	933.91	SALARIED
WEBBER, IRIS JANETTE	696.00	SALARIED
WELCH, LARRY WAYNE	1,049.90	SALARIED
WELKER-KLENTZMAN, LEA ANNE	962.48	SALARIED
WHICHARD JR, TAYLOR MARSHALL	1,128.96	SALARIED
WHITBEY, GARY K	933.91	SALARIED
WINTON, JIMMY F	933.91	SALARIED
ZAROSKY, ARTHUR	933.91	SALARIED

TOTAL-EMPS = 0161

0028 VEHICLE MAINTENANCE

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
COUFAL, DAVID J	824.00	SALARIED
CROSBY, PHILIP W	1,000.00	SALARIED
DANNHAUS, BRENT A	638.40	SALARIED
GLENN, FORREST A	659.20	SALARIED
MC ARTHUR, SID	824.00	SALARIED
MEDLEY, REBECCA L	527.20	SALARIED

TOTAL-EMPS = 0006

0029 INDIGENT CARE

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
GRAY, SHERRY D	451.61	SALARIED
HERRERA, OLIVIA CORTEZ	527.00	SALARIED
SIMS, WALTER E	449.44	SALARIED
SOLOMON, HOPIE JEWEL	815.76	SALARIED

TOTAL-EMPS = 0004

0030 LIBRARY

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALAS, MARY HELEN	527.00	SALARIED
ALVAREZ, FRANCISCA	534.81	SALARIED
ANDERSON, DEBORAH	527.00	SALARIED
BARANSKI, BONNIE MAE	527.00	SALARIED
BENNETT, MARY LEE	719.00	SALARIED
BLACKBURN, KATHY LYNN	435.77	SALARIED
BUTLER, CAROL C	719.00	SALARIED
CALUB, LAURA N.	719.00	SALARIED
CLARKE, NANCY	719.00	SALARIED
CLINE, CARMEN M.	527.00	SALARIED
CONRAD, CAROLYN A	1,244.77	SALARIED
CRAWFORD, VERA M	527.00	SALARIED
FLORES, PAULA L	527.00	SALARIED
FRYBERT, BARBARA ANNE	527.00	SALARIED
HARPER, ROSE	905.05	SALARIED
HUMPHREY, DOROTHY M	554.61	SALARIED
JARMUSZ, RUTH MARIE	727.93	SALARIED
KLOBEDANS, CYNTHIA	527.00	SALARIED
LOEWE, DOROTHY	534.81	SALARIED
MAHLMANN, MARY FRANCES	527.00	SALARIED
MATHIS, AUDREY S	527.00	SALARIED
MILCH, SHIELA	653.66	SALARIED
MODRALL, GAYLE	745.00	SALARIED
NEAL, JOE LOUIS, SR	506.07	SALARIED
POWELL, JANE ANN	905.05	SALARIED
POWERS, SYLVIA E	747.91	SALARIED
RICHARDS, VIRGINIA	527.00	SALARIED
ROMERO, ELIZABETH A	566.60	SALARIED
RYBAK, DENISE M	527.00	SALARIED
SEILER, BETTYE JANE	527.00	SALARIED
WHATLEY, OLLIE GEAN	748.33	SALARIED
WILLIAMS, DAWN E	784.00	SALARIED
WITT, JEANNE A	719.00	SALARIED
WRIGG, BESSIE MICHEL	435.77	SALARIED

TOTAL-EMPS = 0034

0031 COUNTY HEALTH DEPT.

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
CULPEPPER, WALTER	25.00	SALARIED
GUEST, DIANE G	528.00	SALARIED
JONES, KIM PATRICIA	922.40	SALARIED
REEVE, MARCY	872.25	SALARIED
WHITTEN, HELEN LOIS	798.65	SALARIED

TOTAL-EMPS = 0005

0032 EXTENSION SERVICE

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BOOTH, JEANNE FLOYD	669.35	SALARIED
BROWN, SHIRLEY M	318.29	SALARIED
BURTON, DE ANNA	258.29	SALARIED
COOPER, PAUL JOHNNIE	412.61	SALARIED
GORENA, ALFONSO ROEL	258.29	SALARIED
LEGENBRE, BARBARA JEAN	764.33	SALARIED
MICKEY, BOUCHE	318.29	SALARIED
TERRY, PAMELA ANN	318.29	SALARIED
WEATHERS, RUBY LEONORA	670.26	SALARIED

TOTAL-EMPS = 0009

PAYEMP

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

0033 FAIRGROUNDS

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
HARTUNG, HAROLD E	652.86	SALARIED
LOTT, CHARLIE	5.75	HOURLY
YBARRA, ALFREDO HURTADO	6.28	HOURLY

TOTAL-EMPS = 0003

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ABDUL-JABBAR, JAWAD	939.85	SALARIED
ADAM, CARL BRYAN	654.15	SALARIED
BAUMAN, JAMES ELLIS	939.13	SALARIED
BELL, MICHAEL JOSEPH	939.85	SALARIED
BROWN II, DONALD	925.72	SALARIED
COULTER, JEAN MARIE	938.95	SALARIED
CRAFT, MELBA L.	784.80	SALARIED
DAVIS, SHARON	784.05	SALARIED
DE CLAIRMONT, RICHARD G	597.00	SALARIED
DILLE, RONALD M	939.40	SALARIED
DUSAK, ASHLEY B.	766.25	SALARIED
EWING, TOBIN E	939.85	SALARIED
FOLSOM, KENT R	890.91	SALARIED
FORBES, JULIA	991.51	SALARIED
GREEN, SUZANNE	597.00	SALARIED
GRESHAM, VERNON A	939.85	SALARIED
GUERRA, MARGARET LYNN	782.26	SALARIED
HAMILTON, JOSEPH JOHN	974.27	SALARIED
HENN, KIM S	939.85	SALARIED
KACAL, DONALD F	854.24	SALARIED
KACAL, HENRY JOE	1,153.31	SALARIED
KACAL, LARRY W	988.67	SALARIED
KGFMAN, RENEE' IDA	938.59	SALARIED
KOSLER, DANIEL G	1,255.66	SALARIED
KOUTZ, ROGER W	864.96	SALARIED
KRESS, KEVIN JOSEPH	985.11	SALARIED
KRUSE, ALVIN CLAY	935.45	SALARIED
LAND, MILES	939.85	SALARIED
LANHAM, CURTISS L	890.91	SALARIED
LINDEMANN, D'ETTA M	561.23	SALARIED
LINDEMANN, JUANITA L	597.00	SALARIED
MAGQUIRK, RAY W	623.48	SALARIED
MAY, VICKI L	890.91	SALARIED
MCDILL, MICHAEL	895.09	SALARIED
MENOHER, KAREN	938.06	SALARIED
MESSBARGER, VINCENT M	937.16	SALARIED
POULTON, PAUL ERIC	890.91	SALARIED
RAMSEY, HUGH DAVID	917.55	SALARIED
RITZIE, ERIC S	890.91	SALARIED
ROBERTSON, RICKY R	973.23	SALARIED
ROGERS, LAURA ANN	495.19	SALARIED
ROSENBAUM, KENNETH CHARLES	938.06	SALARIED
ROYAL III, JOHN L	939.31	SALARIED
TREVINO, MIGUEL	939.49	SALARIED
WALZ, MELINDA A	935.45	SALARIED
WATSON, JEFREY L	939.49	SALARIED
WELLER, LESLIE MARIE	935.45	SALARIED
WHITE, DAVID JAMEY	.00	SALARIED
WILLIAMSON JR, NORMAN E	936.81	SALARIED

TOTAL-EMPS = 0049



PAYEMP

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

001525 PAGE 0037

0035 VETERANS SERVICE

FRI, JAN 17, 1986, 1:30 PM

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EMPLOYEE-NAME

BIWEEKLY-RATE TYPE

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CONRAD, PATRICK ROSS

831.93 SALARIED

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TOTAL-EMPS = 0001

0036 DATA PROCESSING

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BLACK, CONNIE LYNN	1,045.00	SALARIED
HEINECKE, CONNIE R	728.00	SALARIED
HOLUB, CAROL	1,047.00	SALARIED
HUERTA, ZULEMA	1,287.76	SALARIED
KNOWLES, TOMMY L	1,026.00	SALARIED
LONG, BILLY RAY	1,461.53	SALARIED
MILLER, CHARLES W	1,680.00	SALARIED
MONROE, KENETHA B	1,010.00	SALARIED
MYERS, LEWIS HENRY	961.50	SALARIED
PLANT, EDWARD J	1,042.50	SALARIED
PRINDIBLE, JACK D	925.50	SALARIED
RUIZ, LEE	712.00	SALARIED
SEILER, CHARLES E	1,470.00	SALARIED
SHEMANSKI, MARY BELISCH	927.00	SALARIED
WALKER, LOU YEARN	1,025.00	SALARIED
WELCH, RANDY CARL	600.00	SALARIED

TOTAL-EMPS = 0016

PAYEMP

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

0037 ANIMAL CONTROL

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ABSCHNEIDER, VERNON	568.00	SALARIED
DUBAY, ANN	620.48	SALARIED
HAVEMANN, TRACY	597.00	SALARIED
REEVES, CYNTHIA SUE	825.00	SALARIED
SCHNEIDER, MARIE KITSON	575.08	SALARIED
SEITER, DAVID S	597.00	SALARIED
WHEELER, TANYA	597.00	SALARIED

TOTAL-EMPS = 0007

0038 INTERNAL OPERATIONS

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
GUERRERO, ELIZABETH	485.00	SALARIED
MC ANALLY, DIANA D	485.00	SALARIED
NEWBERRY, BETTYE LELANE	749.48	SALARIED
PRIHODA, DANA MICHELLE	485.00	SALARIED

TOTAL-EMPS = 0004

PAYEMP

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

0029 PAGE 0041

0039 BAIL BOND BOARD OFFICE

FRI, JAN 17, 1986, 1:30 PM

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EMPLOYEE-NAME

BIWEEKLY-RATE TYPE

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CHESSHIRE, MARY LYNN

867.42 SALARIED

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TOTAL-EMPS = 0001

0040 FIRE MARSHALL/SAFETY DIRECTOR

FRI, JAN 17, 1986, 1:30 PM

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EMPLOYEE-NAME

BIWEEKLY-RATE TYPE

TILTON, GARY ALLEN

950.77 SALARIED

WEBER, DAWN ELISE

568.00 SALARIED

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TOTAL-EMPS = 0002

0043 ENGINEERING DEPT.

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BAKER, KARL E	1,294.49	SALARIED
CROCKER, CHARLES GLEN	1,188.47	SALARIED
DRACHENBERG, RONALD DEAN	1,386.53	SALARIED
KINNEBREW, BLAINE	1,294.49	SALARIED
PONCIK, ROSIE	6.87	HOURLY

TOTAL-EMPS = 0005

0047 ROAD &amp; BRIDGE PCT. # 1

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ANDERSON, ADOLPH J	1,153.85	SALARIED
ANDERSON, EDWIN	11.99	HOURLY
BARNES, NORMAN CLARK	7.66	HOURLY
BETTIN, HERBERT	8.13	HOURLY
BOONE, JOE	8.13	HOURLY
CASTILLO, SIMON M	6.06	HOURLY
GRAGERT, GEORGE	11.81	HOURLY
HARRIS, WILLIAM L. JR.	6.06	HOURLY
KENDZIORA, FLORYIAN WILLIAM	11.99	HOURLY
KENDZIORA, JOHN J	8.13	HOURLY
LEHMANN, RICHARD E	11.99	HOURLY
MOORE, DONALD	872.31	SALARIED
PAYLISKA, JERRY	6.06	HOURLY
PEREZ, ABDON, JR.	9.41	HOURLY
POLLOCK, JOHN E	1,269.23	SALARIED
PUSTKA, JOHNNIE P	1,730.77	SALARIED
ROBERTS, MICHAEL A	8.49	HOURLY
SALAZAR, ENRIQUE	7.10	HOURLY
SEBESTA, JOHNNY	9.09	HOURLY
SYKOWSKI, MARK J	8.13	HOURLY
SYKOWSKI, STANLEY	11.99	HOURLY
URBANER, LINDA G	865.20	SALARIED
VACEK, LEONARD B	11.31	HOURLY
WALGER JR, LOUIS E	7.94	HOURLY
WALLECK, NATHAN E	9.67	HOURLY
WASHINGTON, ALEX	9.03	HOURLY
WLECZYK JR, PETE	10.59	HOURLY
WLECZYK, BARBARA ANN	527.00	SALARIED
WOODS, EFFREN ARARAZ	7.11	HOURLY
ZWAHR, CALVIN FRED, JR	11.36	HOURLY
ZWAHR, DALE ALLEN	11.62	HOURLY
ZWAHR, GLEN C	7.46	HOURLY

TOTAL-EMPS = 0032



0048 ROAD &amp; BRIDGE PCT. # 2

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALDERMAN SR, PALMER	11.85	HOURLY
ANDERSON, SYLVESTER A	11.85	HOURLY
ARMSTEAD, WILLIE E	7.73	HOURLY
BOONE, CALVIN A	7.73	HOURLY
BOYCE, LINDA R	568.35	SALARIED
CALLENDER, KENNETH	9.79	HOURLY
CLOUDT, RAY ALAN	9.53	HOURLY
CURLEE, JAMES L	8.24	HOURLY
DE LEON, PETE	8.50	HOURLY
DENHAM, BEN	1,730.77	SALARIED
EVANS, M.C.	8.75	HOURLY
GARRETT, WILLIE	10.56	HOURLY
GERTSON, EMERSON DONALD	12.50	HOURLY
HEDT, MELVIN	11.85	HOURLY
HEDT, W. LEE	11.85	HOURLY
HIGGINS, CLARENCE V	7.73	HOURLY
HOLIK, STEVEN	11.07	HOURLY
JEBBIA, ANTHONY JAMES	1,346.15	SALARIED
JUAREZ, JESSIE	9.27	HOURLY
KETTLER, LONNIE	11.85	HOURLY
KRENEK, JOHNNIE	11.85	HOURLY
KROBOT, RAYMOND	11.85	HOURLY
MAGER, HARVEY ALVIN	10.82	HOURLY
MALY, DANIEL ROY	12.50	HOURLY
MC CANN, JAMES L	843.81	SALARIED
NOTO, ANTHONY JULIUS	855.69	SALARIED
UBERHOFF, ERVIN	13.03	HOURLY
ORTEGA, LUPE	10.56	HOURLY
PHILLIPS JR, ELMO	7.73	HOURLY
PRYOR, CECIL E JR	7.98	HOURLY
SANFORD, CLIFF	9.27	HOURLY
SAPP-FRIERY, PATSY	732.89	SALARIED
TEYKL, DON ALLEN	12.50	HOURLY
TEYKL, PHILLIP	11.85	HOURLY
TURNER III, WILLIE	8.00	HOURLY
VELA, JESUS JR	7.98	HOURLY
WASICEK, BENNIE	9.27	HOURLY
ZUNKER JR, RICHARD A	9.79	HOURLY

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TOTAL-EMPS = 0038

0049 ROAD &amp; BRIDGE PCT. # 3

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
BASS, FREDDIE LEE	891.34	SALARIED
BEZECNY, RAYMOND G. JR	713.08	SALARIED
BROWN, DAVID SCOTT	713.08	SALARIED
BUESING, CHESTER ROY	713.08	SALARIED
CHERNOSKY, ANTON	1,229.35	SALARIED
CHERNOSKY, FRANK	900.86	SALARIED
CHERNOSKY, LEON	1,076.25	SALARIED
DANOYE, ARNE DANIEL	846.15	SALARIED
FREDERICK, DOIS	1,072.00	SALARIED
GARZA, PANCHO	993.07	SALARIED
GONZALES, ANGEL	692.31	SALARIED
GOWAN, MELVA E	638.00	SALARIED
GROTE, JODY	713.08	SALARIED
HARRINGTON, DARBY	713.08	SALARIED
HEMPHILL, WILLIAM	713.08	SALARIED
JORDAN, THOMAS E	713.08	SALARIED
MACEK, JOHNNY	798.64	SALARIED
MAZURKIEWICZ, STEVE H	950.77	SALARIED
PERKINS, ANDREW	736.84	SALARIED
PRESSLEY, ALTON B	1,730.77	SALARIED
ROBERTSON, ALEXIS	713.08	SALARIED
ROBINSON, MICHAEL R	713.08	SALARIED
SEELY, WALLACE D, SR.	1,310.75	SALARIED
SHEARD, JOANNE MARIE	761.01	SALARIED
SHEARD, OPAL L	713.08	SALARIED
STADE, RICHARD E	721.00	SALARIED
TITMAN, JAMES DARYL	713.08	SALARIED

TOTAL-EMPS = 0027

0050 ROAD &amp; BRIDGE PCT. # 4

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ANDERSON, ALAN	10.82	HOURLY
ANDERSON, JOE LOUIS	1,262.94	SALARIED
ASHTON, MERYYN	9.27	HOURLY
BLUE, JAMES W	6.70	HOURLY
CURRY, HENRY LEWIS	10.05	HOURLY
DIRBA, RAYMOND JOHN	10.30	HOURLY
FREDRICKSON, DUDLEY G	6.50	HOURLY
GARCIA, ALBERTO	6.75	HOURLY
GILMORE, JACKIE	7.46	HOURLY
GRANT, MARC	901.25	SALARIED
GRIFFIN, DONALD	6.70	HOURLY
HOOKEK, THOMAS	8.76	HOURLY
JUREK, LADGIE	11.44	HOURLY
JUREK, LOUIS RICHARD	10.61	HOURLY
KOEHNE, DAVID	7.46	HOURLY
KOTZUR, SHIRLEY	745.24	SALARIED
LUTTS, BOB	1,730.00	SALARIED
MALAC, ALOIS	8.50	HOURLY
MALOTA, ARNOLD F.	8.25	HOURLY
MORGAN, ACIE M	7.00	HOURLY
MOSS, EDDIE	7.83	HOURLY
ORDONO, NILA	6.70	HOURLY
PARKER, FREDDIE	7.25	HOURLY
PAYLOCK, MIKE	7.46	HOURLY
PESAK, DAVID	7.98	HOURLY
REZNICEK, HENRY, SR.	1,333.79	SALARIED
SHELTON, CLARENCE	9.80	HOURLY
SPECKMAIER, CALVIN	10.10	HOURLY
STRATMAN, BOBBY	10.10	HOURLY
STRATMAN, JOHNNY L	7.00	HOURLY
VYKUKAL, DENNIS	7.10	HOURLY
WARREN, WILLIAM P	794.91	SALARIED
WEYAND, ALLISON J	8.49	HOURLY
ZAPALAC, ALVIN	1,285.04	SALARIED
ZOOK, GREGG	7.46	HOURLY

TOTAL-EMPS = 0035

PAYEMP

0051 DRAINAGE DISTRICT

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALLEN, HENRY SR.	9.02	HOURLY
ARMSTEAD, CHARLIE R	9.92	HOURLY
BAXTER, LARRY J	8.03	HOURLY
BENTON, BEVERLY A	8.50	HOURLY
BENTON, STANLEY REID	8.66	HOURLY
BUTLER, JACK D	11.65	HOURLY
BYRD, BRYAN RAY	9.38	HOURLY
CANIPE, JAMES CLINE	9.02	HOURLY
CANIPE, TOMMY W	5.92	HOURLY
CERNOCH, BYRON CHARLES	5.53	HOURLY
DUDLEY, FREDDY E	5.53	HOURLY
DUNN, MARLIN L	6.28	HOURLY
DUSEK, EUGENE FRANK	6.10	HOURLY
EASTERLING, JOHN	10.76	HOURLY
GAMINO, RODRIGO L	6.47	HOURLY
GAMINO, VALENTINE	6.47	HOURLY
GERKEN, DANIEL E	1,386.54	SALARIED
GLASSCOCK, IVAN W	9.26	HOURLY
GRAY, ERNEST	7.10	HOURLY
GRUDZIECKI, JOHN C	5.67	HOURLY
GUNTLE, DAVID C	9.08	HOURLY
HARTMANN, JANICE	763.89	SALARIED
HEDT, GILBERT W	11.72	HOURLY
HUNDL, MICHAEL J	8.49	HOURLY
HUSTEDE, BENNIE R	12.07	HOURLY
JACKSON, WILLIAM H	5.53	HOURLY
JACOBSON, FRED	5.53	HOURLY
JALOWY, DAVID W	1,270.00	SALARIED
JANCZAK, THOMAS J	11.63	HOURLY
JANKOWIAK, MIKE	8.50	HOURLY
JONES, GEORGE WILLIAMS JR.	10.30	HOURLY
KELLEY, CLYDE ROSS	5.84	HOURLY
KERLEY, KERRY L	6.85	HOURLY
KRAMER, WILBURN H. JR	6.18	HOURLY
KUCHERKA JR, STANLEY L	2,113.92	SALARIED
LAMENSKY, CLARENCE W.	9.35	HOURLY
LOTT, ALVIN	8.50	HOURLY
MACHOSKY, STANLEY J	7.24	HOURLY
MATTHIES, THOMAS	6.49	HOURLY
MEYEN, DAVID WAYNE	9.53	HOURLY
MEYER, JO ANN	748.73	SALARIED
MOSIER, GEOFFREY L	8.24	HOURLY
MUEGGE, MARK W	12.07	HOURLY
PAYLICEK JR, ALBERT A	6.28	HOURLY
PETERS, AUGUST P	6.80	HOURLY
PIEPER, LESLIE E	10.53	HOURLY
PUSTKA, DANIEL J	12.07	HOURLY
RAMEY, MICHAEL	7.10	HOURLY
REID, CHARLES M	11.79	HOURLY
REID, CHARLES W	7.57	HOURLY
RIVERA, GILBERTO	6.49	HOURLY

PAYEMP

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

0051 DRAINAGE DISTRICT

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
RODRIGUEZ, ALBERT	7.10	HOURLY
ROHDE, KENNETH	6.17	HOURLY
SCHMIDT, W LEE	1,231.73	SALARIED
SCHNEIDER, MELVIN C	12.07	HOURLY
SEBESTA JR, TELLAS	10.20	HOURLY
SEBESTA, BILLY JOE	12.07	HOURLY
SEBESTA, MARK ALLEN	6.49	HOURLY
SEBESTA, TELLAS	12.07	HOURLY
SLIYA, CHARLIE JOE, JR.	12.07	HOURLY
STADE, CLIFFORD L	5.53	HOURLY
STEAMER, ARTHUR J	5.92	HOURLY
SURY, THOMAS M	5.53	HOURLY
TWARDOWSKI, JAMES E	6.39	HOURLY
TWARDOWSKI, MARK T	5.53	HOURLY
VOGLER, MARK A	1,244.77	SALARIED
WARE, BOBBY JOE	5.53	HOURLY
WARE, DEE FOREST	6.00	HOURLY
WIEGHAT, RODNEY W	10.09	HOURLY
WITEK, RAYMOND, JR.	6.49	HOURLY
ZAPALAC, FRANK E	5.92	HOURLY
ZUROVEC, PAUL FRITZ, JR.	5.53	HOURLY

TOTAL-EMPS = 0072

00538

PAYEMP

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

PAGE 0050

0052 J. P. PCT. # 2, PLACE 1

FRI, JAN 17, 1986, 1:30 PM

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EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
---------------	---------------	------

MOLINA, R. GEORGE	1,230.77	SALARIED
MONEY, DOROTHY JEAN	527.00	SALARIED
NIETO, MARY S	623.76	SALARIED

=====

TOTAL-EMPS = 0003

0053 PURCHASING AGENT

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
HAMMETT, JOHN J	950.77	SALARIED
JALOMO, GILBERT D. JR	618.00	SALARIED
KAMINSKI, DEBRA JEANNE	527.00	SALARIED

TOTAL-EMPS = 0003

00540

PAYEMP

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

PAGE 0052

0163 ADMIN. OF JUSTICE EP #16

FRI, JAN 17, 1986, 1:30 PM

=====

EMPLOYEE-NAME

BIWEEKLY-RATE TYPE

=====

BARNES, MARY G

166.00 SALARIED

=====

TOTAL-EMPS = 0001



PAYEMP

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

00541 PAGE 0053

0196 JUVENILE PROBATION(FY 86 TJPC)

FRI, JAN 17, 1986, 1:30 PM

=====

EMPLOYEE-NAME

BIWEEKLY-RATE TYPE

=====

DAVIS, KATHRYN ALICE

947.60 SALARIED

=====

TOTAL-EMPS = 0001

00542

PAYEMP

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

PAGE 0054

0197 ADULT PROBATION (FY 86 ISP)

FRI, JAN 17, 1986, 1:30 PM

=====

EMPLOYEE-NAME

BIWEEKLY-RATE TYPE

=====

LACINA, EDMUND GARY

1,072.81 SALARIED

=====

TOTAL-EMPS = 0001

PAYEMP

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

0199 ADULT PROBATION (FY 86 TAPC)

FRI, JAN 17, 1986, 1:30 PM

EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ADAMEK, WILMA	1,040.04	SALARIED
ARISMENDEZ, SOILA C	634.62	SALARIED
BASSETT, RAE ETTA	1,038.46	SALARIED
CASEY, THOMAS K	1,069.23	SALARIED
COLEMAN, LINDA	1,040.04	SALARIED
DAVIDOFF, MARCIA C	442.00	SALARIED
DOBSON, AL JR.	1,386.54	SALARIED
ELKINS, LAWRENCE NEWTON	1,040.04	SALARIED
GEORGE, EUNICE H	1,022.50	SALARIED
GOLD, ANNIE L	673.46	SALARIED
GRAEBER, PATTY ADELE	457.69	SALARIED
GUILLEN, ESTELLA G	1,072.81	SALARIED
KETTLER, THERESA	271.85	SALARIED
MORENO, ROBERT	1,040.04	SALARIED
STELLY, PAMELA RAY	685.35	SALARIED
VELA, JAVIER	1,072.81	SALARIED
WALZEL, PAT L	673.46	SALARIED

TOTAL-EMPS = 0017

00544

PAYEMP

FORT BEND COUNTY  
EMPLOYEE SALARY REPORT

PAGE 0056

0199 ADULT PROBATION (FY 86 TAPC)

FRI, JAN 17, 1986, 1:30 PM

-----  
EMPLOYEE-NAME

BIWEEKLY-RATE TYPE  
-----

TOTAL-EMPS = 0747

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

1-23-84  
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 AND/OR POLE LINE ACTIVITY IN  
FORT BEND COUNTY ROAD OR DITCH RIGHT-OF-WAY

00546

To be Submitted in Quintuplicate----5

COUNTY OF FORT BEND  
COMMISSIONER'S COURT

Precinct No. 3  
Key Map Ref. \_\_\_\_\_  
Notification No. 60725

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
Canal Road	1866' west of Belew Road	30'	XXXX		XXXX

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	
Canal Road	1896' west of Belew Road	East	935.

GENERAL DESCRIPTION

Proposed buried wire will begin in the north right of way of Canal Road at a point 1869' west of Belew Road and will extend west for a distance of 30', then will cross to the south right of way through a 30' bore cased in 4" P.V.C. duct, then will extend east for a distance of 935'.

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: *James L. Rany*  
(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: Jan. 13, 1986  
Log No.: RR\*2

**CHRISTOPHER DI STEFANO  
AND ASSOCIATES  
ARCHITECTS, INC.**

**PROPOSED  
NEW COURT HOUSE  
ANNEX FOR  
FORT BEND COUNTY**

**PREPARED : JAN. 24, 1986**

CHRISTOPHER DI STEFANO & ASSOCIATES ARCHITECTS, INC.FORT BEND COUNTY COURTHOUSE ANNEX IIOUTLINE SPECIFICATIONS

## A. CODE REQUIREMENTS - Based on the Standard Building Code (1985 Edition)

Section 405 Classification: Business, Group B - Section 405.1

Section 412 Allowable Heights and Areas (Table 400)

Business: Type II unlimited height and area

Section 603 Classification of Building by Type of Construction:

Type II - Type II construction is that type of construction in which the structural members, including exterior walls, columns, floors and roof, are of non-combustible materials and are protected so as to have fire resistance not less than that specified for the structural elements as specified in Table 600 and listed below.

Floors	-	2 hours
Columns	-	3 hours
Beams	-	2 hours
Roof	-	1 hour

Section 700-2900 All other Sections not specifically mentioned and applicable to this project will be adhered to.

## B. DESCRIPTION OF BUILDING

1. Office: 7 floors - total square feet: 101,712
2. Elevators: 4
3. Stairs: 2

C. STRUCTURE: The entire structure, floors, columns, beams and roof are to be reinforced, poured-in-place concrete.

D. EXTERIOR: The exterior face of the building will be face brick, trimmed with cast stone.

E. ROOF: The roof shall be a sloping standing seam metal roof.

F. INTERIOR WALLS: Interior walls will be drywall (metal studs with gypsum board, both sides) and shall contain sound attenuation blankets at required areas.



## G. INTERIOR FINISHES:

Floors - generally carpet to be used in most areas. Vinyl tile in areas not receiving carpets, i.e., closets, storage, mechanical, etc. Ceramic tile in toilet rooms; tile pavers in first floor lobby and corridors.

Walls - Most areas to be painted gypsum board. Ceramic tile in toilet rooms. Courtrooms and corridors to receive heavy gauge vinyl coverings.

Ceilings - all ceilings will be acoustical tile hung in a metal suspension system. Tile size will be 2x4; 2x2, depending upon the area.

Doors - to be 1-3/4" thick commercial grade, plastic laminate finish.

## H. MECHANICAL:

Plumbing - Water, wastewater and storm water service shall be from city utilities. Fire hydrant service will be provided by others.

Piping Systems

Interior water - galvanized steel

Underground water - Type "L" copper tubing or PVC

Interior waste & vent - Standard cast iron soil pipe

Exterior waste - PVC

Storm water - PVC

Water heating shall be by multiples of storage type electric heaters.

Air Conditioning - All heating and cooling shall be provided by single zone, low velocity air handling units. The cooling media in all units will be chilled water generated in the central plant. Heating will be supplied with electric duct heaters located at the discharge of each A.H. unit.

Temperature controls will be the pneumatic type with electrical interlocks as required.

Chilled water will be generated with air cooled packaged chillers. A jockey type chilled water system will be provided for low load economy of operation.

## J. ELECTRICAL:

Lighting and Power - Electrical service shall be from the city utilities company. Service shall be 480/277 volt, 2 phase, 4 wire, wye.

General lighting shall be provided from recessed fluorescent fixtures. Metal Halide type lighting fixtures will be used on the building exterior. All lighting will be 277 volt.

Lighting and Power continued:

Power to air conditioning units and motor shall be 480 volt, 3 phase.

All systems of dry type transformer will be provided to service all 115/230V loads.

A system of exit lighting will be provided to designate all building exits. This system will be served by a main switch at the electrical service entrance. Each exit light fixture shall be provided with emergency power packs that will operate the fixture for ninety minutes if power is lost.

Certain light fixtures shall be provided with emergency power packs that will operate one lamp in the fixture for approximately ninety minutes if power is lost.

Communication - Empty raceway will be provided for telephone service.

A visual and audible fire alarm system will be provided in all areas. Alarm notification shall be by manual type pull stations with "break glass" covers.

The probable construction cost of the project is approximately 7.3 million, based on the current construction market trends:

Courthouse - 101,712 S.Ft. @ \$72.00 S.F. = \$7,323,264

CHRISTOPHER DI STEFANO & ASSOCIATES ARCHITECTS, INC.PROPOSED SPACE ALLOCATION FOR FORT BEND COUNTY COURTHOUSE ANNEX II

<u>FIRST FLOOR (12,320 S.F. Available)</u>	<u>SPACE REQUIRED</u>	<u>ADJUSTED</u>
COUNTY CLERK	10,000	8,600
J.P. #1	1,500	1,500
WELFARE	900	900
LOUNGE	900	900
VETERANS	420	420
	<u>13,720 S.F.</u>	<u>12,320 S.F.</u>

<u>SECOND FLOOR (13,280 S.F. Available)</u>		
DISTRICT CLERK	10,500	9,180
CHILD SUPPORT	4,100	4,100
	<u>14,600 S.F.</u>	<u>13,280 S.F.</u>

<u>THIRD FLOOR (12,700 S.F. Available)</u>		
COUNTY COURTS & ADMINISTRATION	10,880	
DISTRICT ATTORNEY	1,820	
	<u>12,700 S.F.</u>	

<u>FOURTH FLOOR (10,316 S.F. Available)</u>		
DISTRICT ATTORNEY	10,316 S.F.	

<u>FIFTH FLOOR (10,316 S.F. Available)</u>		
AUDITOR	4,000	
BAIL BOND	600	
ADMINISTRATIVE/COORDINATOR	2,200	
TREASURER	600	
SPARE	2,916	
	<u>10,316 S.F.</u>	

<u>SIXTH FLOOR (10,316 S.F. Available)</u>		

<u>SEVENTH FLOOR (10,316 S.F. Available)</u>		

## FORT BEND COUNTY COURTHOUSE ANNEX II

## PROJECT SCHEDULE

JANUARY 27, 1986 ----- SUBMIT SCHMETIC DRAWINGS

FEBRUARY 19, 1986 ----- SUBMIT PRELIMINARY DWGS.

FEBRUARY 21, 1986 ----- START DESIGN DEVELOPMENT

APRIL 25, 1986 ----- COMPLETE CONTRACT DOCUMENTS

APRIL 28, 1986 ----- ADVERTISE FOR BIDDING

MAY 22, 1986 ----- ACCEPT & OPEN BIDS

JUNE 2, 1986 ----- AWARD CONTRACT

JUNE 5, 1986 ----- START CONSTRUCTION

JANUARY 2, 1988 ----- COMPLETE CONSTRUCTION

Prepared by : Christopher Di Stefano & Associates, Inc.

Open bids for officers uniforms for Fort Bend Sheriff's Dept.:

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

0030

- 1) Uniforms
  - a) BLAIR INDUSTRIAL UNIFORMS
  - b) MARTIN'S UNIFORM
  
- 2) Microfilm
  - a) Mino Micrographics, Inc.
  - b) Global Services
  - c) 3M Office Systems
  
- 3) Lease for Oil & Gas
  - a) ROBERT E. MCKINLEY INC.

24. ADJOURNMENT:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried with Commissioner Lutts absent for vote, it is ordered that Commissioners' Court be adjourned at 2:15 p.m., Monday, January 27, 1986.

BID ITEM: UNIFORMS FOR SHERIFF DEPARTMENT

BID NUMBER: 86-4

VENDORS NOTIFIED BY LETTER

COMPANY

SUBMITTED

ACE INDUSTRIAL RENTAL UNIFORM CO.

\_\_\_\_\_

ADMIRAL UNIFORM RENTAL

\_\_\_\_\_

ARROW UNIFORM RENTAL

\_\_\_\_\_

BEST UNIFORM SUPPLY CO.

\_\_\_\_\_

BURKE UNIFORMS

\_\_\_\_\_

DICKIES WORK CLOTHES RENTAL SERVICE

\_\_\_\_\_

FACTORY SALES UNIFORM CO.

\_\_\_\_\_

MARTINS UNIFORMS

\_\_\_\_\_ ✓

PERTEX TEXTILE PRODUCTS, INC.

\_\_\_\_\_

SERVISCO-TEXAS UNIFORM RENTAL

\_\_\_\_\_

SIRS UNIFORM

\_\_\_\_\_

TEXAS INDUSTRIAL SERVICES

\_\_\_\_\_

THE GLOVE CO.

\_\_\_\_\_

Blair Uniforms

\_\_\_\_\_ ✓

BID ITEM: MICROFILMING EQUIPMENT

00549

(23)  
2)

BID NUMBER: 86-5

VENDORS NOTIFIED BY LETTER

3M OFFICE SYSTEMS DIVISION ✓

ALLIED TECHNOLOGY, INC. .

CENTRAOL TEXAS MICORGRAPHICS

GLOBAL SERVICES ✓

JOHN LANE MICROGRAPHICS

MINO MICORGRAPHICS, INC. ✓

00550

23  
3)

BID ITEM: NOTICE TO LEASORS OF MINERAL RIGHTS

BID NUMBER: 86-6

OFFERORS NOTIFIED BY LETTER

CHUCK REAGAN  
5718 WESTHEIMER #2110 ✓  
HOUSTON, TX 77057

MURPHY H. BAXTON  
OIL OPERATORS  
1200 SMITH #2950  
HOUSTON, TX 77002



CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON FEBRUARY 26, 1986.

STARTING WITH  
FILM CODE NO. vol,30 pg,401

ENDING WITH  
FILM CODE NO. vol,30 pg,550

DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

BY Alice Arivette  
DEPUTY



FILM TITLE PAGE FOR  
COMMISSIONERS COURT MINUTES  
FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN  
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 11  
DAY OF MARCH, 19 86.  
STARTING WITH VOLUME NUMER 30 PAGE NUMBER 551.

DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

BY Alice Arivette  
DEPUTY

AGENDA  
 FORT BEND COUNTY COMMISSIONERS COURT  
 COURTHOUSE ANNEX, RICHMOND, TEXAS  
 REGULAR SESSION  
 MONDAY, FEBRUARY 3, 1986  
 9:00 O'CLOCK 'A.M.

0030

1. Approve minutes of meeting of January 27, 1986.
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: request to advertise for bids for the following: (1) plain paper copier for Fort Bend County Law Enforcement Academy & (2) the purchase and installation of carpet for Sheriff's Dept. (Funds are available)
6. Consider approval of bonds & oaths for Donald Mudd & Wyatt Binford, reserve deputies for Precinct 2 Constable.
7. Consider approval of, and accept bond & oath for, John Taylor Harris, Reserve Deputy Constable in Precinct 4.
8. Consider approval of interlocal agreements between Fort Bend County and various agencies within Fort Bend County.
9. Consider approval of 1986 interlocal agreements between Fort Bend County and Waller & Lavaca Counties for the housing of juveniles.
10. Rebudget year-end fundings for Precinct 3 - Permanent Improvements.
11. Accept Frazier Rd., Lakeview Rd. & Riverview Rd. into the County road maintenance system in Precinct 1.
12. Consider advertising for bids for May primary ballots and election supplies as required by law.
13. Consider approval of change order #2 in the amount of \$2,995 for the Precinct 1 maintenance facility.
14. Consider approval of pay request #3 in the amount of \$41,947.49 to The Marton Co. Inc. & architect's fee to Chris DiStefano in the amount of \$713.11 for work completed on Law Enforcement Academy.
15. Consider disposition of remaining funds in 1985 rural fire call budget.
16. Consider approval of invoice in the amount of \$50 to South Texas County Judges & Commissioners Assn. for 1986 dues.
17. 10:00 a.m. - Continue public hearing on declaring all County-maintained roads as official County roads.
18. Consider appointments to the Fort Bend County Children's Protective Services Board.
19. Discuss and take action on recommended changes to Policies & Procedures Manual.
20. Set priorities on 1987 Criminal Justice applications.
21. Consider approval of Substantial Completion Document for new library.
22. Consider awarding bids on (1) Officers' uniforms for Sheriff's Dept.; (2) Pest control services; (3) Coon Acres mineral lease; (4) Automobiles
23. Meet in Closed Session to discuss litigation & personnel matters as authorized by Article 6252-17, Section 2 (e) & (g), V.T.C.S.
24. Take action on any items discussed in Closed Session.
25. Approve bills.
26. Adjournment.

*Jodie E. Stavinoha*  
 Jodie E. Stavinoha, County Judge

00552

AGENDA - PAGE TWO  
FORT BEND COUNTY COMMISSIONERS COURT  
FEBRUARY 3, 1986

0030

FILED FOR RECORD

~~JAN 29 1986 2:35 PM~~

JAN 30 1986

*Deanna Wilson*  
County Clerk, Fort Bend Co., Tex.

I certify that the attached agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, January 30, 1986 at 2:45 p.m. by A. Landry.

## REGULAR SESSION

BE IT REMEMBERED That on this 3RD day of FEBRUARY, 1986 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 court concerning Justice of the Peace, Jim Adolphus, have completed a forty hour course in the duties of the Justice of the Peace.

1. APPROVE MINUTES OF MEETING OF JANUARY 27, 1986:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of meeting of January 27, 1986 with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out-of-town travel request for the following county personnel: (Recorded in minutes in full)

JUSTICE OF THE PEACE, PRECINCT 2 PLACE 2  
328TH DISTRICT COURT  
SHERIFF

5. SHERIFF GUS GEORGE, RE: REQUEST TO ADVERTISE FOR BIDS FOR THE FOLLOWING:  
(1) PLAIN PAPER COPIER FOR FORT BEND COUNTY LAW ENFORCEMENT ACADEMY & (2)  
THE PURCHASE AND INSTALLATION OF CARPET FOR SHERIFF'S DEPT.:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for plain paper copier for Fort Bend County.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for purchase and installation of carpet for Sheriff's department. (Funds are available)

0030

## TEXAS JUSTICE COURT TRAINING CENTER

SOUTHWEST TEXAS STATE UNIVERSITY  
San Marcos, Texas 78666  
(512) 245-2349

January 22, 1986

Hon. Jodie E. Stavinoha  
Fort Bend County  
Courthouse  
Richmond, Texas 77469

Dear Judge Stavinoha:

During the week of January 12-17, 1986, Judge Jim Adolphus successfully completed a forty hour course in the duties of the office of Justice of the Peace. Article 5972 of the Texas Revised Civil Statutes requires each newly elected/appointed Justice of the Peace to complete a forty hour course in the 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 and are not licensed attorneys. 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

FUNDS AVAILABLE

**Travel Authorization**

TO: COMMISSIONERS' COURT

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

1 person to attend - Deputy Larry Nemeo  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure 2/18/86  
Date of Return 2/27/86

Purpose of Trip: attend Smith & Wesson Armorer School  
for the Revolver

Places to be Visited: Springfield, Massachusetts

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

[Signature]  
Name

1/30/86  
Date

Sheriff  
Title

\*\*\*\*\*

Approved: Commissioners' Court  
[Signature]  
County Judge

2-3-86  
Date

Travel Authorization

TO: COMMISSIONERS' COURT

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

Martin D. Carden  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure Feb. 20, 1986

Date of Return Feb. 22, 1986

Purpose of Trip: National Judicial Symposium

Places to be Visited: San Antonio, Tx.

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

1/29/86 Date  
T. D. Stansbury Name  
Judge, 328th Dist. Ct. Title

Approved: Commissioners' Court  
J. Stavenoha  
County Judge

2-3-86  
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:

Judge Gary Teeluckan  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure 2-11-86

Date of Return 2-14-86

Purpose of Trip: Judge School

Places to be Visited: San Antonio, Texas

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

Gary Teeluckan  
Name

1-31-86  
Date

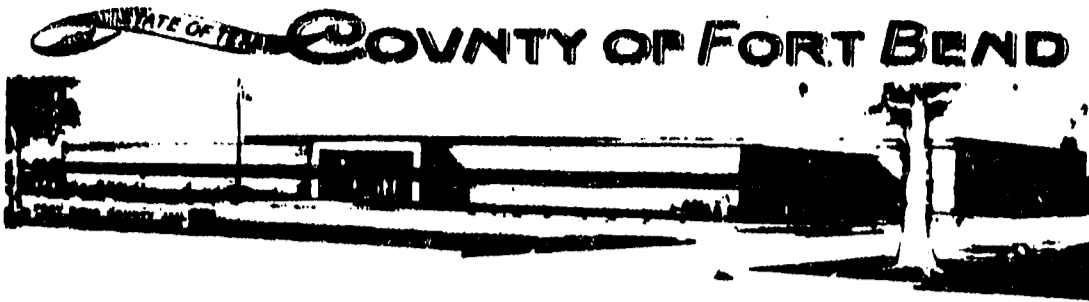
Justice Peace  
Title

\*\*\*\*\*

Approved: Commissioners' Court  
J. Starnock  
County Judge

2-3-86  
Date

0030



713/342-6116

GUS GEORGE, SHERIFF  
1410 Ransom Road  
Richmond, Texas 77469

January 30, 1986

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, February 3, 1986.

Request Commissioners' Court authorize the County Purchasing Agent, Mr. John Hammett to advertise for bids for a plain paper copier for the Fort Bend County Law Enforcement Academy. Funds are available in the Academy budget.

The following specifications are suggested:

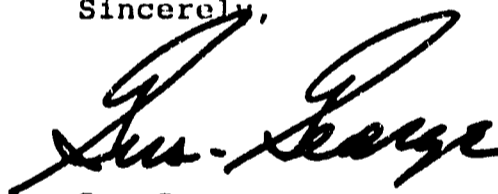
- 1) Minimum rated speed of 40 copies per minute for both letter and legal size paper with a first copy out time of not more than 10 seconds for both sizes of paper.
- 2) Must have a single main paper tray to hold both letter and legal size paper with tray capacity of at least 500 sheets.
- 3) Must have the capacity to switch paper sizes automatically.
- 4) Recirculating document handler.
- 5) At least two reduction modes for size copying.

AS PER ORIGINAL

- 6) Must have the capability to automatically sort at least 50 sets with one programming without having to rearrange the originals.
- 7) Automatic on-line stapler with the capacity to staple up to 25 sheets at a time.
- 8) Completely automatic two-sided copying from both single and double sided originals without operator intervention.
- 9) Must include initial supplies, excluding paper, for 200,000 copies.
- 10) New or factory remanufactured equipment is acceptable if remanufactured equipment carries the same warranty as the new equipment, and if the availability of a full service maintenance agreement is guaranteed on both new and remanufactured equipment for a minimum of five years.
- 11) Bidder must submit manufacturer's descriptive literature or other suitable documentation confirming equipment's capability to perform all of the functions listed herein.
- 12) Suggested suppliers: Xerox, IBM, Kodak, or equal.
- 13) Suggest 60-month lease plan be considered.

Your favorable consideration of this request will be appreciated.

Sincerely,



Gus George  
Sheriff

GG/en

cc: Mr. John Hammett  
County Purchasing Agent

Mrs. Dianne Wilson  
County Clerk

Mrs. Joyce Tompkins  
County Auditor

0030 6. CONSIDER APPROVAL OF BONDS & OATHS FOR DONALD MUDD & WYATT BINFORD, RESERVE DEPUTIES FOR PRECINCT 2 CONSTABLE :

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Bond & Oath for Donald Mudd & Wyatt Binford, as reserve deputies for Precinct 2 Constable. (Recorded in minutes in full)

7. CONSIDER APPROVAL OF, AND ACCEPT BOND & OATH FOR, JOHN TAYLOR HARRIS RESERVE DEPUTY CONSTABLE 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 John Tylor Harris as reserve deputy for Constable, Precinct 4 and accept bond & oath for same. (Recorded in minutes in full)

8. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS BETWEEN FORT BEND COUNTY AND VARIOUS AGENCIES WITHIN FORT BEND COUNTY :

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve the Interlocal Agreements for the following agencies: (Recorded in minutes in full)

Fort Bend Drainage District & City of Rosenberg  
 Fort Bend County & City of Rosenberg  
 Fort Bend County & Lamar Consolidated I.S.D.  
 Fort Bend County & Wharton County Junior College  
 Fort Bend County & City of Richmond  
 Fort Bend Drainage District & City of Richmond

9. CONSIDER APPROVAL OF 1986 INTERLOCAL AGREEMENTS BETWEEN FORT BEND COUNTY AND WALLER & LAVACA COUNTIES FOR THE HOUSING OF JUVENILES :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve 1986 Interlocal Agreements between Fort Bend County and Waller & Lavaca Counties for the housing of juveniles. (Recorded in minutes in full)

10. REBUDGET YEAR-END FUNDINGS FOR PRECINCT 3 - PERMANENT IMPROVEMENTS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to rebudget year-end fundings in the amount of \$89,345.41 plus \$2,400 (total 92,000.00) for Precinct 3 - Permanent Improvements.

11. ACCEPT FRAZIER RD., LAKEVIEW RD. & RIVERVIEW RD. INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone until a later date.

12. CONSIDER ADVERTISING FOR BIDS FOR MAY PRIMARY BALLOTS AND ELECTION SUPPLIES AS REQUIRED BY LAW:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for May primary ballots and election supplies as required by law.

AS PER ORIGINAL

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

Nov. 12, 1985

Constable Richard Pring  
1221 Eldridge Road  
Sugarland, Texas

*approved  
2/3/86*

Dear Constable Pring:

Upon checking their work history and references I have no problem with ~~John Taylor~~ and John Warren Pickering becoming either a constable or a reserve constable in your office.

Sincerely,

*Richard Selleh*

Richard Selleh  
Personnel Director  
Fort Bend County

cc: Commissioner Lutts

# DEPUTATION

AS PER ORIGINAL

THE STATE OF TEXAS

County of FORT BEND }  
PRECINCT 4 of the County of FORT BEND and State of Texas, having  
 full confidence in JON T. HARRIS of said County and State, do hereby,  
 with the consent of the Honorable Commissioners' Court of FORT BEND County, nominate  
 and appoint HIM, the said JON T. HARRIS my true and  
 lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the  
 office of said Constable Precinct 4 of said County and State, hereby  
 ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 3 day of FEB 1986

[Signature]  
of FORT BEND County, Texas.

THE STATE OF TEXAS

County of FORT BEND }  
NOTARY PUBLIC in and for FORT BEND County, Texas,  
 on this day personally appeared RICHARD P. PRING - Constable Precinct 4  
FORT BEND COUNTY, TEXAS known to me to be  
 the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed  
 the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 1221 ELDRIDGE RD. SUGAR LAND  
 this 3 day of FEB 1986

CYNTHIA KOPRIVA  
Notary Public, State of Texas  
My Commission Expires 7-18-89

[Signature]

## OATH OF OFFICE

I, JON T. HARRIS do solemnly  
 swear (or affirm) that I will faithfully execute the duties of the office of DEPUTY  
CONSTABLE PRECINCT 4, FORT BEND COUNTY of the State of Texas,  
 and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United  
 States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor  
 indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable  
 thing, or promised any public office or employment, as a reward to secure my appointment, or the confirma-  
 tion thereof. So help me God.

Subscribed and sworn to before me, this 30 day of JANUARY 1986

[Signature]

CYNTHIA KOPRIVA  
Notary Public, State of Texas  
My Commission Expires 7-18-89

Merchants



TX 385488

BONDING CO. Mutual

6000 N. LAMAR • SUITE 200 • AUSTIN, TEXAS 78752-4497

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Fort Bend } ss.

KNOW ALL MEN BY THESE PRESENTS:

That we, Jon T. Harris, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Constable Pring, his successors in office, in the sum of Two Thousand and NO/100 (\$ 2,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

(Not valid if filled in for more than \$10,000.00)

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 30th day of January, 1986, duly Appointed to the office of Deputy in and for Fort Bend County in the State of Texas.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as Deputy aforsaid, and shall

then this obligation to be void, otherwise to remain in full force and effect.

Dated this 30th day of January, 19 86.

Signature of Jon T. Harris, Principal
Signature of Merchants Bonding Co. (Mutual), Vice President

ACKNOWLEDGEMENT OF PRINCIPAL

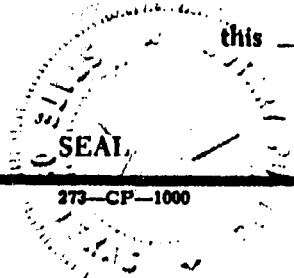
THE STATE OF TEXAS }
County of Fort Bend } ss.

Before me, Stan Migura on this day personally appeared Jon T. Harris 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, at Stafford, Texas

this 30th day of January, 1986

Signature of Stan Migura, Notary Public
Fort Bend County, Texas.



00564

OATH OF OFFICE  
(COUNTY JUDGE and COUNTY COMMISSIONER)

"I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of \_\_\_\_\_, of 0030 \_\_\_\_\_ County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected, and I furthermore solemnly swear (or affirm), that I will not be, directly or indirectly, interested in any contract with, or claim against the County, except such warrants as may issue to me as fees of office. So help me God."

(Signed) \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas.

OATH OF OFFICE  
(GENERAL)

"I, Jon T. Harris, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of \_\_\_\_\_ Deputy \_\_\_\_\_, of Fort Bend County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God."

(Signed) \_\_\_\_\_

Sworn to and subscribed before me at Stafford, Texas, this 30th day of January, 1986.

Stan W. Miguez

SEAL

Fort Bend County, Texas.

THE STATE OF TEXAS }  
County of \_\_\_\_\_ } ss.

The foregoing bond of \_\_\_\_\_ as \_\_\_\_\_ in and for \_\_\_\_\_ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_ County Judge,

\_\_\_\_\_ Cour'y, Texas

Clerk,

County Court \_\_\_\_\_ County.



THE STATE OF TEXAS  
COUNTY OF FORT BEND

INTERLOCAL AGREEMENT BETWEEN  
THE FORT BEND COUNTY DRAINAGE DISTRICT AND  
THE CITY OF RICHMOND

This interlocal agreement is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District" and the City of Richmond, hereinafter referred to as "City".

WHEREAS, the City desires that the Drainage District assist in the maintenance, repair and construction of drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the Drainage District desires to assist the City in the maintenance, repair and construction of drainage within the corporate limits of said City;

WHEREAS, the governing body of said Drainage District 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 Drainage District and City mutually agree as follows:

1. The Drainage District may repair, maintain and/or construct drainage within the corporate limits of City upon written notice by the Mayor of City to the County Commissioner within whose precinct said drainage is located.
2. The letter from the Mayor of City shall set forth the following:
  - a. Describe in detail the drainage the City desires the Drainage District's assistance in and describe in detail the work the City desires the Drainage District to perform.

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- b. The approximate time the City desires the Drainage District to commence and the approximate time the City desires the Drainage District to complete the work.
  - c. That the City has current revenue funds available to pay the Drainage District for any and all materials used pursuant to the request.
  - d. The City agrees to pay for any and all materials used by the Drainage District pertaining to the request.
3. Upon receipt of such written request, the County Commissioner, within whose precinct the said drainage is located, will review and consider the request and review same with the Manager of the Drainage District, and if equipment and man-power are available, and the use of same will not interfere or interrupt normal construction and maintenance of Fort Bend County drainage, the Drainage District may make arrangements to assist the City, provided, however, it is expressly understood and agreed between the parties that such assistance shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the Drainage District agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of drainage made the subject of such conditions.
5. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit commencing during the time of the Drainage District's performing the necessary task of repair, maintenance, and/or construction of said drainage. Notwithstanding any of the above provisions if it is determined that Fort Bend County Drainage District is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County Drainage District will hold the City harmless and indemnify the City from all costs incurred.
6. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said drainage.

- 7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
- 8. It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 198    , and must be renewed annually thereafter.
- 9. 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 as provided herein below.

SIGNED this 17th day of January, 1986.

City of Richmond, Texas

Thelma N. Moore  
Mayor



ATTEST:

Mona Motak  
City Secretary

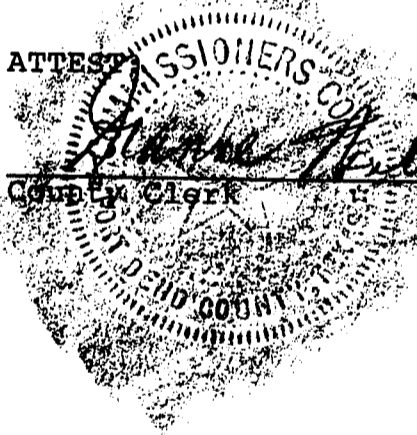
SIGNED this 3rd day of February, 1986.

County of Fort Bend

Judith E. Stavenoha  
County Judge

ATTEST:

Alma Wilson  
County Clerk



THE STATE OF TEXAS       §  
COUNTY OF FORT BEND     §

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
THE CITY OF RICHMOND, TEXAS

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's assistance in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the County desires to assist the City in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of said City;

WHEREAS, the governing body of said County 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.

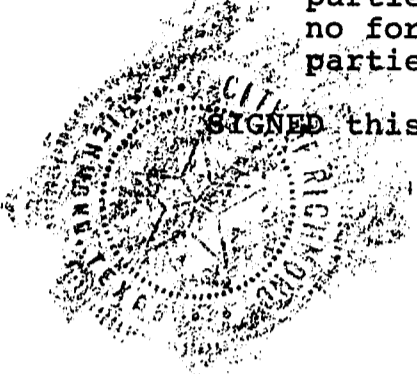
NOW, THEREFORE, the County and City mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.
2. The letter from the Mayor of the City shall set forth the following:
  - a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

- b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.
  - c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.
  - d. That the City agrees to pay for any and all materials used by the County pertaining to the request.
3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.
  4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.
  5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.
  6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

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- 7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
- 8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 198\_\_\_\_, and must be renewed annually thereafter.
- 9. 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 17<sup>th</sup> day of January, 1986.

City of Richmond, Texas

Thelmon B. Moore  
Mayor

ATTEST:

Mona Metak  
City Secretary

SIGNED this 3<sup>rd</sup> day of February, 1986.

County of Fort Bend

Jodie E. Stavinoha  
County Judge

ATTEST:

Heane Wilson  
County Clerk



THE STATE OF TEXAS       §  
COUNTY OF FORT BEND     §

0030

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
WHARTON COUNTY JUNIOR COLLEGE

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and Wharton County Junior College, hereinafter referred to as "College".

WHEREAS, the College desires the County's assistance in the maintenance, repair and construction of streets, roads, and drainage within the jurisdictional limits of College;

WHEREAS, the governing body of the College has duly authorized this agreement;

WHEREAS, the County desires to assist the College in the maintenance, repair and construction of streets, roads, and drainage within the jurisdictional limits of said College;

WHEREAS, the governing body of said County 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 and College mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the jurisdictional limits of College upon written notice by the President of the College to the County Commissioner within whose precinct said streets, roads and drainage are located.
2. The letter from the President of the College shall set forth the following:
  - a. Describe in detail the street, road and/or drainage the College desires the County's assistance on and describe in detail the work the College desires the County to perform.

- b. The approximate time the College desires the County to commence and the approximate time the College desires the County to complete the work.
  - c. That the College has current revenue funds available to pay the County for any and all materials used pursuant to the request.
  - d. That the College agrees to pay for any and all materials used by the County pertaining to the request.
3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road and/or drainage is located, will review and consider the request, and if equipment and manpower are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads and/or drainage, the County may, at its sole discretion, make arrangements to assist the College, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the College, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.
5. The College agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the College harmless and indemnify the College from all costs incurred.



- 6. The College agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.
- 7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
- 8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 19\_\_\_\_, and must be renewed annually thereafter.
- 9. 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 22 day of January, 1986.

WHARTON COUNTY JUNIOR COLLEGE

Richard Hyde  
 Richard Hyde  
 Director of Business  
 Administrative Services

ATTEST:

\_\_\_\_\_  
Secretary

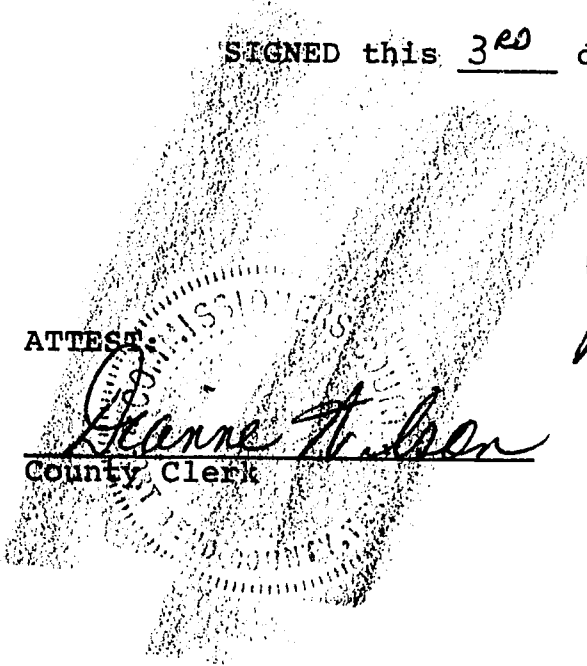
SIGNED this 3<sup>rd</sup> day of February, 1986.

County of Fort Bend

Judie E. Stovender  
 County Judge

ATTEST:

Glenn T. Brown  
 County Clerk



0030 THE STATE OF TEXAS        §  
      COUNTY OF FORT BEND     §

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and Lamar Consolidated Independent School District, hereinafter referred to as "District".

WHEREAS, the District desires the County's assistance in the maintenance, repair and construction of streets, roads, and drainage within the jurisdictional limits of District;

WHEREAS, the governing body of the District has duly authorized this agreement;

WHEREAS, the County desires to assist the District in the maintenance, repair and construction of streets, roads, and drainage within the jurisdictional limits of said District;

WHEREAS, the governing body of said County 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 and District mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads and/or drainage within the jurisdictional limits of District upon written notice by the Superintendent of the District to the County Commissioner within whose precinct said streets, roads and drainage are located.
2. The letter from the Superintendent of the District shall set forth the following:
  - a. Describe in detail the street, road and/or drainage the District desires the County's assistance on and describe in detail the work the District desires the County to perform.

- b. The approximate time the District desires the County to commence and the approximate time the District desires the County to complete the work.
  - c. That the District has current revenue funds available to pay the County for any and all materials used pursuant to the request.
  - d. That the District agrees to pay for any and all materials used by the County pertaining to the request.
3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road and/or drainage is located, will review and consider the request, and if equipment and manpower are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads and/or drainage, the County may, at its sole discretion, make arrangements to assist the District, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the District, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.
5. The District agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the District harmless and indemnify the District from all costs incurred.
6. The District agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage

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- 7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
- 8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.
- 9. 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 20th day of January, 1986.

Lamar Consolidated  
Independent School District

James W. Roberts  
Chairman of Trustees

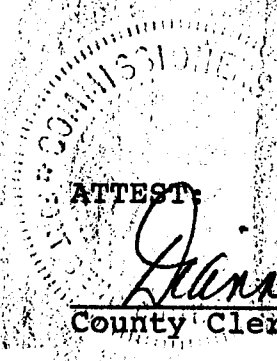


Caroline L. Culpepper  
Secretary

SIGNED this 3RD day of February, 1986.

County of Fort Bend

Jodie E. Stavinocha  
County Judge



Glenn Wilson  
County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
THE CITY OF ROSENBERG, TEXAS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Rosenberg, hereinafter referred to as "City".

WHEREAS, the City desires the County's assistance in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the County desires to assist the City in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of said City;

WHEREAS, the governing body of said County 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 and City mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.
2. The letter from the City Manager of the City shall set forth the following:
  - a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

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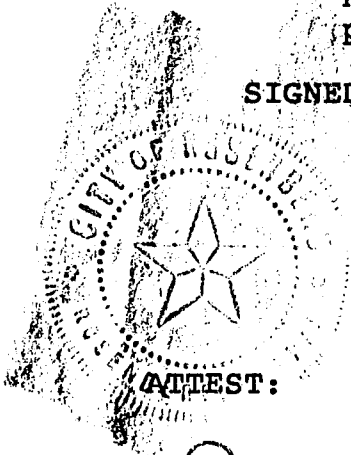
- b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.
  - c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.
  - d. That the City agrees to pay for any and all materials used by the County pertaining to the request.
3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.
5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.
6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

- 7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
- 8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 198\_\_\_\_, and must be renewed annually thereafter.
- 9. 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 22nd day of January, 1986.

City of Rosenberg, Texas

Lynette Self  
Mayor



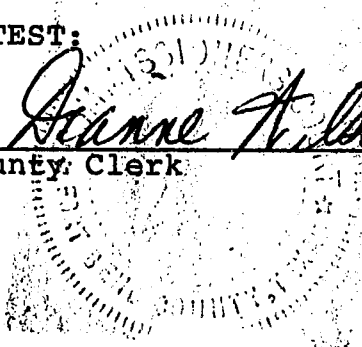
Opere Miese  
City Secretary

SIGNED this 3rd day of February, 1986.

County of Fort Bend

Judie E. Stavinska  
County Judge

ATTEST:  
Jeanne Wilson  
County Clerk



0030

THE STATE OF TEXAS  
COUNTY OF FORT BEND

INTERLOCAL AGREEMENT BETWEEN  
THE FORT BEND COUNTY DRAINAGE DISTRICT AND  
THE CITY OF ROSENBERG

This interlocal agreement is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District" and the City of Rosenberg, hereinafter referred to as "City".

WHEREAS, the City desires that the Drainage District assist in the maintenance, repair and construction of drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the Drainage District desires to assist the City in the maintenance, repair and construction of drainage within the corporate limits of said City;

WHEREAS, the governing body of said Drainage District 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 Drainage District and City mutually agree as follows:

1. The Drainage District may repair, maintain and/or construct drainage within the corporate limits of City upon written notice by the Mayor of City to the County Commissioner within whose precinct said drainage is located.
2. The letter from the City Manager of the City shall set forth the following:
  - a. Describe in detail the drainage the City desires the Drainage District's assistance in and describe in detail the work the City desires the Drainage District to perform.



- b. The approximate time the City desires the Drainage District to commence and the approximate time the City desires the Drainage District to complete the work.
  - c. That the City has current revenue funds available to pay the Drainage District for any and all materials used pursuant to the request.
  - d. The City agrees to pay for any and all materials used by the Drainage District pertaining to the request.
3. Upon receipt of such written request, the County Commissioner, within whose precinct the said drainage is located, will review and consider the request and review same with the Manager of the Drainage District, and if equipment and man-power are available, and the use of same will not interfere or interrupt normal construction and maintenance of Fort Bend County drainage, the Drainage District may make arrangements to assist the City, provided, however, it is expressly understood and agreed between the parties that such assistance shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the Drainage District agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of drainage made the subject of such conditions.
5. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit commencing during the time of the Drainage District's performing the necessary task of repair, maintenance, and/or construction of said drainage. Notwithstanding any of the above provisions if it is determined that Fort Bend County Drainage District is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County Drainage District will hold the City harmless and indemnify the City from all costs incurred.
6. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said drainage.

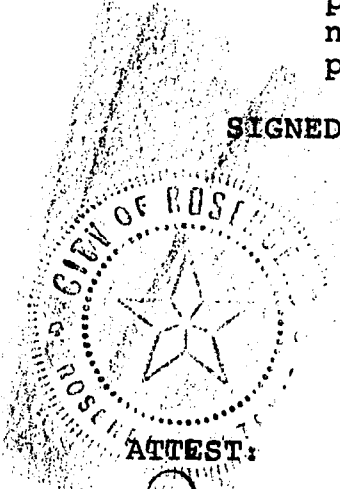
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- 7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
- 8. It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 198\_\_\_\_, and must be renewed annually thereafter.
- 9. 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 as provided herein below.

SIGNED this 22nd day of January, 1986.

City of Rosenberg, Texas

Suzette Self  
Mayor



ATTEST:

Opere Giese  
City Secretary

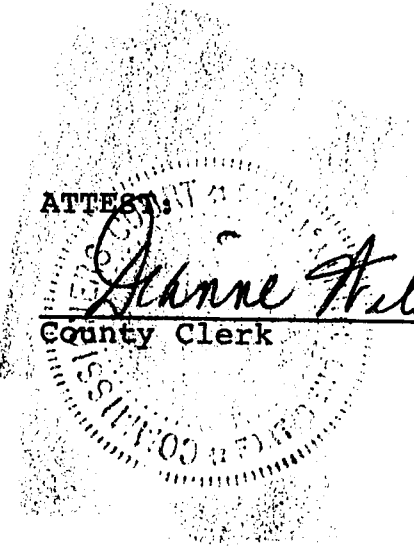
SIGNED this 3<sup>rd</sup> day of February, 1986.

County of Fort Bend

Janie E. Stevenson  
County Judge

ATTEST:

Anne Wilson  
County Clerk



THE STATE OF TEXAS :  
 COUNTY OF FORT BEND :

0030

INTERLOCAL AGREEMENT BETWEEN  
 THE COUNTY OF FORT BEND AND  
 THE COUNTY OF LAVACA

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Lavaca, hereinafter referred to as "Lavaca".

WHEREAS, Lavaca desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Lavaca has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Lavaca 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 Lavaca 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 Lavaca monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Lavaca 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 Lavaca, 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 Lavaca 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.

MAIL - IN

JAN 6 1986

*mailed originals to counties*

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6. It is understood and agreed between the parties that it will be the responsibility of Lavaca (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 Lavaca 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 week-ends 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 Lavaca 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 juveniles 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.

SIGNED this 31st day of December, 1985.

THE COUNTY OF Lavaca, TEXAS

Michael D. [Signature]  
County Judge

ATTEST:

Charles Strauss, Co. Clk.  
By: Aida Sanchez, Deputy, County Clerk

APPROVED AS TO FORM:

Sterling Moore DATE: 1-10-86  
Sterling Moore, Acting  
Chief Juv. Probation  
Officer

SIGNED this 3 day of February, 1986.

THE COUNTY OF FORT BEND, TEXAS

Jessie E. [Signature]  
County Judge

ATTEST:

Raine Wilson  
County Clerk

THE STATE OF TEXAS:

COUNTY OF FORT BEND:

0030

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
THE COUNTY OF WALLER

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Waller, hereinafter referred to as Waller County.

WHEREAS, Waller County desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Waller County has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Waller Co. 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 Waller 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 Waller County monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Waller County 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 Waller County, 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 Waller County 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 Waller Co. (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 hearings, 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 Waller 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 week-ends 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 Waller Co. 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 juveniles 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.

SIGNED this 23rd day of December, 19 85.

THE COUNTY OF WALLER, TEXAS

A.M. McCaig  
A.M. McCaig, County Judge

ATTEST:

Elva D. Mathis  
Elva D. Mathis, County Clerk

SIGNED this 3 day of February, 19 86.

THE COUNTY OF FORT BEND, TEXAS

J. E. Stovall  
, County Judge

ATTEST:

Deane Wilson  
, County Clerk

APPROVED AS TO FORM:

Sterling Moore  
Sterling Moore, Acting Chief  
DATE: Jan. 14, 1986

13. CONSIDER APPROVAL OF CHANGE ORDER #2 IN THE AMOUNT OF \$2,995 FOR THE PRECINCT 1 MAINTENANCE FACILITY:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve change order #2 in the amount of \$2,995 for the Precinct 1 maintenance facility. (Recorded in minutes in full)

14. CONSIDER APPROVAL OF PAY REQUEST #3 IN THE AMOUNT OF \$41,947.49 TO THE MARTON CO. INC. & ARCHITECT'S FEE TO CHRIS DISTEFANO IN THE AMOUNT OF \$713.11 FOR WORK COMPLETED ON LAW ENFORCEMENT ACADEMY:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve pay request #3 in the amount of \$41,947.49 to The Marton Co. Inc. and architect's fee to Chris DiStefano in the amount of \$713.11 for work completed on Law Enforcement Academy. (Recorded in minutes in full)

15. CONSIDER DISPOSITION OF REMAINING FUNDS IN THE 1985 RURAL FIRE CALL BUDGET :

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Pressley voting to abstain, it is ordered to approve disposition of the remaining \$16,595 of the 1985 rural fire call budget and divide among the members of the Fort Bend County Fire Department.

16. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$50 TO SOUTH TEXAS COUNTY JUDGES & COMMISSIONERS ASSN. FOR 1986 DUES :

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve invoice in the amount of \$50 to South Texas County Judges & Commissioners Assn. for 1986 dues. (Recorded in minutes in full)

17. 10:00 A.M. - CONTINUE PUBLIC HEARING ON DECLARING ALL COUNTY-MAINTAINED ROADS AS OFFICIAL COUNTY ROADS :

Mike Fenske request change of name from Lanke Rd. to Fenske Rd. (Will be an agenda item at a later date)

Leonard Lefler request changing name of a portion of Fairground Rd. to Estella Rd. (Will be an agenda item at a later date)

Marvin Geicke request correct spelling of Blaze Rd. to Blase Rd.

Fred Peterson representing Royal Estates, Sec.1, homeowners request formal dedication of Empress Lane to Fort Bend County. (Will be an agenda item at a later date)

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept county maintained roads as presented by County Engineer as official county roads. (Recorded in minutes in full)

00588

UPON COMPLETE EXECUTION, RETURN THIS COPY TO: 13

CHANGE ORDER

0030

AIA DOCUMENT G701

OWNER 
ARCHITECT 
CONTRACTOR 
FIELD 
OTHER

AS PER ORIGINAL

PROJECT: Ft. Bend County Precinct No.1
(name, address) Maintenance Facility
Crabb, Texas

CHANGE ORDER NUMBER: Two

TO (Contractor)

Street/Peters Const. Co., Inc.
P.O. Box 218949
Houston, Texas 77218-8949

ARCHITECT'S PROJECT NO: 8504
Construction of:
CONTRACT FOR: Ft. Bend Co. Precinct 1
Maintenance Facility
Crabb, Texas
CONTRACT DATE: November 25, 1985

You are directed to make the following changes in this Contract:

- 1. Revise the South Elevation of Building B to add entry walk, canopy, store front entry, interior renovations. Entry door will be a 3'-0" x 7'-0" standard door with standard hardware, bronze anodized aluminum framing with clear glazing, Jackson concealed closer, and threshold. Canopy will be standard metal building design with metal panel soffit. Revised windows will have bronze paint. Toilet 213 will be enlarged to 5'-0" x 6'-0" in plan and will have a Bobrick B369 towel dispenser/disposal added.

Add ----- \$2,995.00

TOTAL THIS CHANGE ORDER ----- \$2,995.00

Handwritten signature and date 2/3

Table with 2 columns: Description and Amount. Rows include original contract sum, net change, contract sum prior, contract sum with change, and completion date (June 8, 1986).

Chris DiStefano & Assoc. (ARCHITECT) vs Street/Peters Const. Co. Inc. (CONTRACTOR) vs FT. BEND COUNTY (OWNER). Includes addresses and signatures of Chris DiStefano and Wayne Burke.



ITEMS FOR COURT AGENDA ACTION ON FEB. 3, 1986:

TO: Hon. Jodie Stavinoha, County Judge  
Fort Bend County Commissioners Court  
P.O. Box 368  
Richmond, Texas 77469

FROM: CHRISTOPHER DI STEFANO & ASSOCIATES, INC.  
2500 CityWest #2010  
Houston, Texas 77042

DATE: January 21, 1986

RE: FORT BEND COUNTY LAW ENFORCEMENT ACADEMY

1. Contractor's Pay Request #3: \$41,947.49

2. Architect's Supervision:

(41,947.49 x 8.5% x 20%)

DUE ARCHITECT: \$713.11

Chris Di Stefano  
CHRIS DI STEFANO, AIA

cc: Kathy Hynson, County Treasurer

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF

PAGES

TO (OWNER): Fort Bend County Commissioners  
P.O. Box 368  
Richmond, Texas 77469

PROJECT: Fort Bend Law Enforcement Academy  
Richmond, Texas

APPLICATION NO: 3

Distribution to:

- OWNER  
 ARCHITECT  
 CONTRACTOR

PERIOD TO: 1-31-86

FROM (CONTRACTOR): The Marton Company, Inc.  
8234 Braniff  
Houston, Texas 77061

Christopher Distefano  
2500 City West Blvd.  
Houston, Texas 77042

ARCHITECT'S  
PROJECT NO: #2010

CONTRACT FOR: Complete Construction

CONTRACT DATE: 10-18-85

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month	Date Approved		
Number			
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, Texas 77061

By: *[Signature]* Date: Jan. 16, 1986

State of: Texas County of: Harris

Subscribed and sworn to before me this 16th day of January 19 86

Notary Public: Pamela L. Haag

My Commission expires: 8/21/89

## 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.

By: *Chris D. Stefano* Date: 1-22-86

AMOUNT CERTIFIED \$ 41,347.25  
(Attach explanation if amount certified differs from the amount applied for.)  
ARCHITECT:

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 ..... \$ 152,025.00  
(Column G on G703)
  5. RETAINAGE:
    - a. 5% of Completed Work \$ 7,601.25
    - b. 5% of Stored Material \$ 0.00  
(Column F on G703)
- Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... \$ 7,601.25
6. TOTAL EARNED LESS RETAINAGE ..... \$ 144,423.75  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$ 97,061.26
8. CURRENT PAYMENT DUE ..... \$ 47,362.49
9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$ 26,126.25  
(Line 3 less Line 6)

AS PER ORIGINAL

# CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 2 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: 3

APPLICATION DATE: 1-16-86

PERIOD TO: 1-31-86

ARCHITECT'S PROJECT NO: Fort Bend County Law Enforcement Academy

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
						TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)		
	CONCRETE	6,500.00	6,500.00	0.00	0.00	6,500.00	100	0.00	325.00
	MISC. METALS	1,800.00	1,800.00	0.00	0.00	1,800.00	100	0.00	90.00
	ROUGH CARPENTRY	1,100.00	1,100.00	0.00	0.00	1,100.00	100	0.00	55.00
	FINISH CARPENTRY	5,400.00	0.00	2,700.00	0.00	2,700.00	50	2,700.00	135.00
	WOOD DOORS	6,200.00	5,000.00	1,200.00	0.00	6,200.00	100	0.00	310.00
	ALUMINUM WORK	2,100.00	2,100.00	0.00	0.00	2,100.00	100	0.00	105.00
	GLASS & GLAZING	5,500.00	1,500.00	4,000.00	0.00	5,500.00	100	0.00	275.00
	FINISH HARDWARE	3,300.00	0.00	3,300.00	0.00	3,300.00	100	0.00	165.00
	GYPSUM DRYWALL	24,600.00	22,000.00	2,600.00	0.00	24,600.00	100	0.00	1,230.00
	PAINTING, VWC, ETC	9,000.00	0.00	8,100.00	0.00	8,100.00	90	900.00	405.00
	ACUSTICAL CEILINGS	7,400.00	6,000.00	1,400.00	0.00	7,400.00	100	0.00	370.00
	CERAMIC TILE	4,900.00	0.00	4,900.00	0.00	4,900.00	100	0.00	245.00
	CARPET, VCT, BASE	7,500.00	0.00	0.00	0.00	0.00	0	7,500.00	0.00
	TOILET PARTITIONS	2,500.00	0.00	2,500.00	0.00	2,500.00	100	0.00	125.00
	MOVABLE PARTITION	6,500.00	0.00	6,500.00	0.00	6,500.00	100	0.00	325.00
	CHALK & TACK BOARDS	2,000.00	0.00	2,000.00	0.00	2,000.00	-100	0.00	100.00
	PLUMBING	22,240.00	17,792.00	2,224.00	0.00	20,016.00	90	2,224.00	1000.80
	HVAC	24,055.00	16,013.75	5,635.75	0.00	21,649.50	90	2,405.50	1,082.48
	ELECTRICAL	27,955.00	22,364.00	2,795.50	0.00	25,159.50	90	2,795.50	1,257.97
		170,550.00	102,169.75	44,155.25	0.00	146,325.00		24,225.00	7,316.25
				497,855.25		152,025.00	89	187,525.00	7,601.25

AIA DOCUMENT G703 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION • AIA • © 1983  
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G703-1983

003

00591

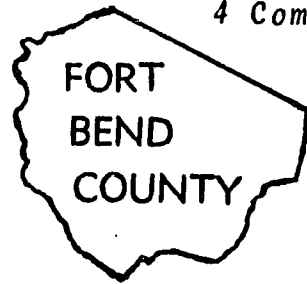
00592

1/22 - Copies to:  
4 Commissioners

Fort Bend County

0030 Fire Fighters Association

AS PER  
AS PER ORIGINAL



1115  
~~1115~~

January 15, 1986

L - Purther  
\$ 16,595 0 ct bal.

County Judge Jodie Stavinoha  
Fort Bend County Commissioner's Court  
Fort Bend County  
500 Jackson  
Richmond, TX 77469

Subject: Rural Fire Calls and Equipment  
Disposition of Remaining Funds For The Year of 1985

Dear Judge Stavinoha:

This letter is in reference to item #8. A recommendation was made by the Fort Bend County Fire Fighter's Association, that was accepted by Fort Bend County Commissioner's Court on March 16, 1981.

Item #8 states, "Any remaining money in this account shall be divided equally among the Fort Bend County Fire Departments, or can be divided among the Fire Departments on a percentage basis depending on the number of County paid fire calls made that year."

At the August, 1982, meeting of the Fort Bend County Fire Fighter's Association, a motion was passed that stated, "Departments attending less than 80% of the annual meetings shall not be eligible for participation in the distribution of any remaining County fire funds at the years end."

By a vote of this Association on January 9, 1986, it was agreed that \$3500.00 of the remaining money should be deposited into the Fort Bend County Fire Fighter's Association account to be used for training and that the remaining amount should be divided equally among the twelve eligible departments for 1985. The twelve eligible departments are as follows:

Beasley  
Blueridge  
Community  
Fulshear

Katy  
N.E.F.B.C.V.F.D.  
Orchard  
Pecan Grove

Richmond  
Rosenberg  
Stafford  
Thompsons

1985 Ending Balance - \$ 16,595

Beasley Fresno Fulshear Katy Kendleton Missouri City Needville

#10

16

00593

0030

# South Texas County Judges' And Commissioners' Association

**BILLY JOE PLASTER**  
President  
Commissioner, Brazoria County  
P.O. Box 548  
Alvin, Texas 77512

**STANLEY MIKULA**  
Vice-President  
Commissioner, Calhoun County  
Rt. 1, Box 125 E  
Port Lavaca, Texas 77979

**W. C. McDANIEL**  
Secretary-Treasurer  
County Judge, Kleberg County  
P.O. Box 752  
Kingsville, Texas 78363

**FRANK CARMONA**  
Past President  
Commissioner, Galveston County  
Room 303, Galveston County Courthouse  
Galveston, Texas 77550

INVOICE

1986 ANNUAL DUES

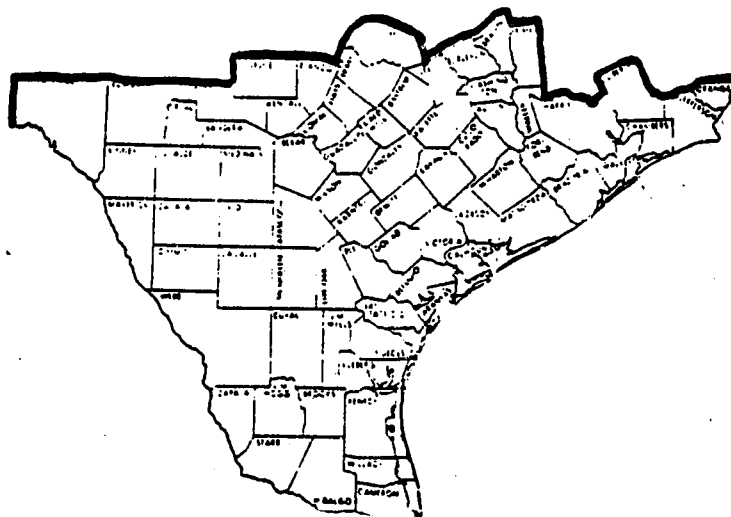
SOUTH TEXAS COUNTY JUDGES' AND  
COMMISSIONERS' ASSOCIATION

MAKE CHECKS PAYABLE TO: South Texas County Judges'  
and Commissioners' Association

MAIL TO: W. C. McDaniel  
Kleberg County Judge  
Secretary-Treasurer  
P. O. Box 752  
Kingsville, Texas 78363

AMOUNT: \$50.00

To: Fort Bend County



0030

NOTICE OF PUBLIC HEARING TO ESTABLISH AN OFFICIAL  
ROAD LOG FOR FORT BEND COUNTY, TEXAS  
AT 10:00 A.M. ON JANUARY 20, 1986

Pursuant to orders of the Commissioners' Court of Fort Bend County, Texas at its regular meeting of December 16, 1985, a public hearing to establish an official road log for Fort Bend County, Texas will be had at 10:00 A.M., January 20, 1986 in the Commissioners' Courtroom, Fort Bend County Annex, Richmond, Texas. A detailed description of such road log is open to the public for inspection during regular business hours at the office of the County Judge, the office of the County Commissioner of Precinct #1, the office of the County Commissioner of Precinct #2, the office of the County Commissioner of Precinct #3, the office of the County Commissioner of Precinct #4 and the office of the County Engineer.

The following is a general description of each road to be listed in such log:

Non-Subdivision Roads:

Agnes	Jeske
Ansel	Jones River
Aspen	Y. U. Jones
Ayala	Kamas Ln.
Band	Kamas Ln. West
Beard	Kari
Benton	Kemp
Berdett	Kneitz
Blidel	Kimisu
	Klauke
Booth	Klosterhoff
Boulder	Koeblen
Brumbelow	Kovar
Bryan	Kroesche
Calvin	Kunz
Caroline	Lane Drive
Carroll	Lemke
Cedar	Leroy
Cemetery	Lockwood
Clark	Lockwood By-Pass
Cottonwood	Longpoint
Cottonwood Church	Lottie
Country Lane	Lou Edwards
Crabb River	Louis
C. W. Cumings	Lubojacky
Danhouse	Macek
Davis Estate	Magnolia
Day	Maple
Double R. Lane	Max
Englewood	McClellan
Enma	Megan
Edgar	J. Meyer
Fairchilds	A. Meyers
Fairgrounds Rd.	Mustang Ave.
Finney	Needville-Fairchild
Foster School Rd.	Payne
Georgetown	Pecha Lane
Gerken	Pecan
Gless-Big Creek	Peters
Gonyo	Peterson
Gubbels	Pine
Hand	Pine Meadows
Hartledge	Pittman
Hein	Pleak
Hobizal	Powerline
Hughes	Providence
Insurance	Psencik
Janda	Pueblo
Jerry	Pultar

## Precinct #1 (Non-Subdivision Roads - Continued):

Rabbs Prairie	Apache
Rancho	Willoughby Dr.
Ransom	Gettysburg
Rawlings	King
Ray Allen	Natchez
	Pickett
Reeh	Sharpsburg
Ricefield	Shenandoah
Riggins	Tara
River Road	Zieglers Grove
Roesler	Armadillo Rd.
Rohan	Coon Dr.
Rybak Rd.	Jackrabbit Rd.
Saddle Dr.	Center St.
Seabourne-Creek Lane	Deer Rd.
Sawmill	Squirrel Rd.
Scott Circle	Hettie Rd.
Seiler	Arrow
Selleh Lane	Buffalo
Sims	Custer Circle
Smithers Lake	Geronimo Lane
Solomon	Navajo
Spacek	Kildare
Stavinoha/Vacek	Meadowlark
Stephens Lane	Mockingbird
Sunset Trail	Meadow Bend Circle
Sycamore	Meadow Bend Drive
	Meadow Bend Lane
Thompsons Oil Field	Cotton Circle
Tori	Mulberry Circle
Trinity Rd.	Pleak Crossing Rd.
Twin Lane	Quebec Blvd.
Ustinik Rd.	Riverwood Dr.
Vacek	Vancouver Blvd.
Vail	Winnipeg Blvd.
Vojt	Blue Ridge Dr.
Walsh	Gettysburg Dr.
Wehring	Jeb Stuart Dr.
Williams/School	Jeff Davis Dr.
Willowview	Kearney Dr.
Wolfgang	Lee Dr.
Zamanek	Oak Hill Dr.
Zunker	Pickett Dr.
Richards Road	Tara Plantation Dr.
Subdivision Roads:	Shiloh
	Stonewall Dr.
Baudet Dr.	N. Thompsons
Covell St.	Nowak
Edgewood Dr.	Oakwood
Fourth St.	Oberrender
Gupton	Navajo Court
Hinson	
Joseph	
Park	
Plummer	
Riveredge	
Sheridan	
Sims	
Skinner	
Strange	
Fairchild Blvd.	
Ironwood Lane	
Arapahoe	
Cherokee	
Comanche	
Epstein	
Geronimo	
Kiowa Dr.	

0030

*Tara Drive*  
*Belgium*

## Precinct #2 (Non-Subdivision Roads - Continued):

School St.  
 School Rd.  
 Schultz  
 Scott  
 Selig  
 Shenley  
 Short  
 So. Teague  
 Spell  
 Steffek  
 Straznicky  
 Sycamore (East)  
 Sycamore (West)  
 Taylor Run  
 Thompson Ferry  
 Thuesen  
 Trammel-Fresno  
 Vrla  
 Vincik-Ehlert  
 Vlasta  
 Wadell  
 Warneke  
 Watts Plantation  
 West Dallas  
 West Palm  
 Westenfeld  
 West Houston  
 J. C. Wicks  
 Wicks  
 Will Lehman  
 Williams School Rd.  
 Willow  
 Wood  
 Zunker  
 Horse Lane  
 Subdivision Roads:

Coen  
 Long  
 North Pine  
 South Pine  
 Compton  
 Dallas Ave.  
 Disney  
 Farmersville  
 Garland  
 Honey Grove  
 Houston Ave.  
 Ladonia  
 Maguire  
 Main  
 Macnicoll  
 Masterson  
 Benchmark Dr.  
 Gallery Ct.  
 Gold Bridge Ct.  
 Ruidosa Ct.  
 Santa Christi Dr.  
 Sentinel Dr.  
 Snow Flake Ct.  
 Sonata Ct.  
 Bluebonnett Dr.  
 West Dr.  
 Boyd Rd.  
 Marinwood  
 Tiburon Way  
 Sonoma Dr.  
 Petaluma Dr.

Bodega Dr.  
 Costa Mesa Dr.  
 Napa Vine Dr.  
 Calistoga Ct.  
 San Mateo Dr.  
 Novato Dr.  
 Maple  
 Hickory  
 Ash  
 N. Locust Dr.  
 S. Locust Dr.  
 Pecan  
 Cedar  
 Spruce  
 Elm  
 Mimosa  
 California Rd.  
 Maryland Rd.  
 Ohio Rd.  
 Pennsylvania Rd.  
 Illinois Rd.  
 Indiana Rd.  
 Ave. A  
 Ave. B  
 Ave. C  
 Ave. D  
 Alice  
 Edna  
 Louise  
 Inez  
 Lissie



PRECINCT #2  
Non-Subdivision Roads:

Altimore	Kentucky
Alton	King
Armstrong	Kurkendall
Ash	Knight
Baker	Knolle
Barek	Kocurek
Battle	Krueger
Beard	Kuntz
Big Island	Laurel
Billy Lane	Leon
Birdie Lane	Lum
Blackwood	Lyle
<del>Blase</del> <i>Blase</i>	Mackhank
Boone	Main
Brinkmeyer	Marek
Brown Lane	Mark Terrace
Buckhorn	Maroul
Buffalo	Marylin
Burnett	Matilda
Bushnel	McFarland
Cardinal Dr.	McIntyre
Chimney Rock	McKeever
Cleo	C. Meyer
Cleveland	Meyer
Cloudt	<i>Meyer</i> - Stuhrenberg Road
Colony	Mildred
Colorado	S. Miller
Cottonwood Church	Miller
Cow Creek Rd.	Mitchel
Dale Dodge Lane	Modena School
Dallas Rd.	Moody
<del>Danhouse</del> <i>Dannhaus</i>	Mueck
Darst Rd.	Muegge
Dipple	Nail
Dipple-Lehman	Neal
Dove	Needville Rd.
G. Duty	Needville-Fairchild Rd.
Emerson	Nordt
Isleib	N. Teague
Evelyn	Nowotny
Evergreen	Old Needville-Fairchild Rd.
Fenn Rd.	Padon
Fig	Palm (East)
Finney	Palmetto
Foster School	Pleasant
Fritzella	Porter
Galveston	Post
Gaynor	Post Oak So.
Guttenberger	Powell Point
Hageron	Quail
Hardin	Raab
Harris	Rabbit
Hartledge	Randon School
Henson	Reager
Hicks	Renfro
Hilltop	Rhoda
Horton	Rhonda
Houston	Ricefield
Huberneck	Richmond
Hurta	Roberts Rd.
Jasmine	Robinowitz #1
Jerry	Roesler Rd.
John Miller Rd.	Rose
Joyce	Routt Point Rd.
Juliff Manvel	Rude
Junker	Rycade School Rd.
Kanak	Sawmill
Kansas	Schmidt

0030

## Precinct #2 (Subdivision Roads - Continued):

Gettie	Cypress Ave.
Laverne	College
Jan	Bryan
Lola	Ivy Ln.
Kim	Gardenia
Edie	Camillia
Rita	Redwood
Rosen Ave.	Scarlet Dr.
Berg Ave.	Talisman Dr.
Texas Ave.	Nocturne Dr.
Belinda St.	Victoria Dr.
Benny St.	Imperial Dr.
Linda St.	Linda Dr.
Jerry St.	Caroline
Judy St.	Joe
Alvin Rd.	Merrifield Dr.
Public Rd.	Crescent Dr.
Clarence	Broadmore Dr.
Dolores	College Dr.
Emerold	Virginia Dr.
Peridot Dr.	Fairhill
Steffek	Doreen Ave.
Philip Evans Rd.	Bryan Ave.
Phil's Ct.	Lilly St.
Renie's Ct.	Verbena St.
Meadow Lane	Vermont St.
Morgan Ln.	Daisy Ave.
Casey Ct.	
Coco Rd.	
Ellison Rd.	
Knight Rd.	
Max	
Meadows Rd.	
Michael Wayne	
Jungman Rd.	
Pecan Bend Rd.	
Wind Mill Rd.	
Lakeview Rd.	
Deer Run Rd.	
River Oaks Rd.	
Squirrel Hollow	
Meadow Bend Rd.	
Oak Bayou Rd.	
Oak Forrest Rd.	
Oak Meadow Rd.	
Kinser Rd.	
Oak Forrest Dr.	
Parr Ct.	
Loyce Ln.	
Dot Circle	
Muegge Ct.	
Manor Dr.	
Santa Christi Dr.	
Quite Village Ct.	
Quail Village Dr.	
Village Trace Dr.	
Dogwood	
Redbud	
Broadmore	
Cottonwood	
Tulip	
Mistletoe Ln.	
Althea	
Fern	
Vine	
Walnut Ave.	
Mulberry Ave.	
Teakwood Ave.	

PRECINCT #3

## Non-Subdivision Roads:

Addicks-Clodine Road	McCrary Rd.
Alice Foster St.	McKaskle Rd.
Alief-Clodine Rd.	McKinnon Rd.
Avenue E	Meadow Forest Lane
Bar Rd.	Meadow Lane
Beadle Ln.	Morton Rd.
Beechnut Blvd.	Moore Rd.
Belknap Rd.	O'Brien Rd.
East Blake Rd.	Old Richmond Rd.
West Blake Rd.	Packer Ln.
Boss Gaston Rd.	Pecan St.
Bowen St.	Precinct Line Rd.
Brand Lane	Prairie Lane
Brandt Rd.	Pumping Plant Rd.
Burney Rd.	Rastus St.
Canal Rd.	Richard St.
Carolina Way	Richmond Gaines Rd.
Cedar Rd.	Robertson Rd.
Charles Lane	Robinson Rd.
Christopher St.	Roesner Lane
Clay-Head Rd.	Rosa St.
Clay Rd.	Roesner Rd.
Clodine-Barker Rd.	Ruth St.
Clodine-Reddick Rd.	Saddlebrook Dr.
Corbitt Rd.	Saddlebrook Ct.
Corine St.	Saddlebrook Way
Court Rd.	Saddlehorn Rd.
Crossover Rd.	Saddlehorn Dr.
Dairy Ashford Rd.	Saddlespur Ln.
Dargill St.	Sams St.
Deborah St.	Sam Brookins St.
Deerwood Dr.	Sandi Lane
Dewberry Lane	Settegast Ranch Rd.
Dora St.	Skinner Lane
Dulles Ave. (Lester Rd.)	Skyview St.
Elks Dr.	Stafford Run St.
Ennis Rd.	Stratmore Rd.
Farmer Rd.	Sugar Land-Howell Rd.
Fifth St.	Timothy St.
Florence Rd.	Tina Lane
Fulshear-Gaston Rd.	Virginia Dr.
Gaines Rd.	Voss Rd.
Gaston Rd.	Wessendorff Rd.
Greenbusch Rd. North	West Hidden Lake Lane
Greenbusch Rd. South	Willow Lane
Hartledge Rd.	Winkleman Rd.
Harlem Rd.	Winner Foster Rd.
Hidden Lake Lane	Zindler Rd.
Hillsman Rd.	
Holmes Rd.	Subdivision Roads:
Horace St.	Castlemont Dr.
Hoyt Lane	Chalford Dr.
Hunters Lane	Sawnfield Court
Jo Ann St.	Lexham Dr.
John Clapp Rd.	Moorfield Dr.
Karen St.	Whitecross Dr.
Katherine St.	Saville Court
Katy Rd.	Denbridge Court
Katy-Flewellen Rd.	Fitzroy Court
Katy-Gaston Rd.	Moorefield Court
Lakeview Dr.	Swanfield Dr.
Lelia St.	Denbridge Dr.
Lester Rd.	Royal Hill Dr.
Ludwig	Fair Oak Dr.
Madden Rd.	Willow Dr.
Martinez St.	Oak Dale Dr.
Mason Rd.	Penwood Court
Maykirk St.	

0030

## Precinct #3 (Subdivision Roads - Continued):

Fir Crest Court	Santa Rita Dr.
Magnolia Court	Paso Hondo Dr.
Dove Country Dr.	Paso Del Sol Dr.
Oak Dale Court	La Violetta Dr.
Pecan Drive	San Dario Dr.
Myrtle Dr.	El Cresta Dr.
Brushy Creek Dr.	Empanda Dr.
Pecan Point Dr.	Via Real Dr.
Rifle Gap Lane	Conta Calle Dr.
Highlands Dr.	Sierra Valle Dr.
Vinces Bridge	La Granda Dr.
Colonists Park Dr.	Mira Monte Dr.
Cannon Pass Court	Empanda Dr.
Big Horn Court	Rio Del Sol Dr.
Fort Settlement Dr.	Espinosa Dr.
Riverside Dr.	Navidad Rd.
Wellsworth Dr.	Paso Dobbie Dr.
Keegans Wood Dr.	Zapata Dr.
Wildwood Lake Dr.	La Veioletta Dr.
Town Green Dr.	Soledad Dr.
Prairie Oaks Dr.	Son Davio Dr.
Woodland Willows Dr.	Pheasant Creek Dr.
Evergreen Place Dr.	Rippling Mill Dr.
Riverside Grove	Dutch Ridge Dr.
Grand Knolls Dr.	Grind Stone Lane
Wildwood Glen Dr.	Aprilmont Dr.
Bellaire Blvd.	Limeshade Lane
Camino Del Sol Dr.	Cobbleridge Dr.
Los Altos Dr.	Ribbon Ridge Dr.
Navidad Dr.	Red Gully Dr.
Pasadero Dr.	Winnstream Dr.
Sierra Grande Dr.	Radcliff Dr.
Soledad Dr.	Blue Mist Dr.
Soneto Dr.	Blue Mist Ct.
Valinda Dr. West	Amber Ridge Dr.
Valinda Dr. East	Slippery Rock Dr.
Val Vista Dr.	Dusty Mill Dr.
Allende Dr.	Slippery Rock Ct.
Amargos Dr.	Delbarton Dr.
La Place Dr.	Earlswood Dr.
Lobena Dr.	Knightsway Dr.
Londress Dr.	Charlmont Dr.
Mesones Dr.	Chesney Downs Dr.
Sinaloa Dr.	Sebastion Dr.
San Lucas Dr.	Starbridge Dr.
Trabajo Dr.	Woodleigh Dr.
Valinda Dr.	Kirby Dr.
San Pablo Dr.	Hydethrope Dr.
La Place Ct.	Heatherly Dr.
Condessa Dr.	Chelsworth Dr.
Zapata Dr.	Knightsway Dr.
Arista Dr.	Tramore Dr.
Colima Dr.	Stanbridge Dr.
Sinaloa Dr.	Broad Oaks Dr.
San Lucas Dr.	Deerwood Dr.
Estinosa Dr.	Meadow Way Circle
Alametos Dr.	Oak Knolle Dr.
Ferrara Dr.	Riva Ridge Rd.
Caracas Dr.	Rolling Oaks Dr.
Tremendo Dr.	Montesa Court
LaGloria Dr.	El Pico Dr.
Cortes Dr.	Ensenada Dr.
Pastoria Dr.	Fresno Dr.
Tetela Dr.	La Brea Dr.
Mercado Dr.	Montesa Dr.
Tierraverde Dr.	Petra Dr.
Alegria Dr.	Sultana Dr.
Sorbete Dr.	Suspino Dr.
Candella	Via Della Dr.
Costero	Atascadero Dr.

## Precinct #3 (Subdivision Roads - Continued):

Lindita Dr.  
 Barbarosa Dr.  
 El Sabio Dr.  
 Beechnut St.  
 Tamayo Dr.  
 El Capitan Dr.  
 Medio Dr.  
 Mondrian Dr.  
 Lindita Dr.  
 Vista Del Sol Dr.  
 Glorieta Dr.  
 Loma Puseno Dr.  
 San Cristobal Dr.  
 Sol-Ana Dr.  
 Valeta Dr.  
 Mission Green Dr.  
 Sugarwood Dr.  
 Creekside Dr.  
 Carriage Way  
 Raintree Dr.  
 Overland Pass Dr.  
 Fieldstone Dr.  
 Hodge Lake Lane  
 Deer Creek Dr.  
 Randon's Point Dr.  
 Stephen's Creek Lane  
 Stephen's Creek Court  
 Old Bridge Lane  
 Tory Hill Lane  
 Clark Tower Lane  
 New Village Lane  
 Old Village Lane  
 Old Towne Lane  
 Towneway Dr.  
 Village Point Lane  
 Kent Towne Lane  
 Towne Brook Lane  
 Clark Towne Rd.  
 Towne Tower Lane  
 Overview Dr.  
 Towneview Dr.  
 Townewest Blvd.  
 Ripplewave Dr.  
 Cedartowne Lane  
 Templar Lane  
 Towne Oak Lane  
 Southline Rd.  
 Overview Dr.  
 Paintbrush Lane  
 Limewood Lane  
 King Ranch Lane  
 QuietTown Lane  
 Branchwater Lane  
 Odessa Rd.  
 Permian Dr.  
 Westedge Dr.  
 Spanish Grant Dr.  
 Gulfstream Lane  
 Bernardo Lane  
 Stockman Lane  
 Townhall Lane  
 Quail Ridge Lane  
 Town Square Rd.  
 Richtown Lane  
 Tahoka Lane  
 Long River Dr.  
 Bell Towne Dr.

Townemist Dr.  
 Townemist Court  
 Hollow Canyon Dr.  
 Towneway Dr.  
 East Creek Dr.  
 Panhandle Dr.  
 Long River Circle  
 Long River Court  
 West Edge Drive  
 Hollow Canyon Court  
 Gulfstream Lane  
 Gulfstream Court  
 Rancho Bernardo Lane  
 Penton Dr.  
 Alderwick Dr.  
 Walbrook Dr.  
 Hobart Dr.  
 Willow Bend Dr.  
 Bridal Wreath Lane  
 Birch Glenn Lane  
 Cypress Green Dr.  
 Mimosa Lane  
 Mimosa Circle  
 Silverbelle Court  
 Silverbelle Lane  
 Woodsedge Dr.  
 Cedar Creek  
 Dogwood Trail  
 Dogwood Trail Circle  
 Holly Valley Lane  
 Willow Way  
 Cherry Ridge Road  
 Cherry Ridge Circle  
 Hickory Hollow Lane  
 Linden Lane  
 Old Oak Rd.  
 South Dogwood Circle

PRECINCT #4

0030

## Non-Subdivision Roads:

Albert Marek Rd.	Oak Lane
Antone Stade Rd.	Oilfield
Arnie Rd.	P
Ash	Patton
Avenue E	Penny Lake Dr.
Ayler	Pilcik
B	Pitts
B. J. Dusek	Polak
Baker	Pool Hill Rd.
Battle	Powell Point
Beasley	Prairie
Behrens	Randon
Blaisdale	Randon School Rd.
Bohacek	Red Bird Lane
Bois D'Arc	Reinecke
Boothill	Richmond Foster
Bowser	Robinowitz 2
Buls	Rogers
Carlos	Roper
Cay	Rose Rd.
Country Lane	Rustic Lane
County Lane	Sabine St.
Cris	Sanders
Daily	Sartartia
Doris Rd.	Shady
Drachenberg	Skinner Lane
Dyer	Spencer
Engle	Sprain
Evans	Stanberry
Fort Bend Line Rd.	Stephans
Fulshears Farms Rd.	Sulak
Gajesky	Sulpher
Gin	Taylor Run
Grunewald	Terry Lane
Guyler	Van Steinberg
Hamlink	Walker I
Hannibal	Walker Lane II
Harlem	Wallis
Herman Sulak Rd.	Weeks
Hopkins	West Tavener
Hughes	Williams Rd.
Huntington	Winner-Foster
Jackson	Zuckero
James Lane	
Jap Rd.	Subdivision Roads:
Joerger	Chimneystone Circle
Johnson Rd.	Frontier Dr.
K	Issacks Way
Kacel	Kitchen Hill Lane
Karle	Lively Lane
Kibler	Northbound Settlers Way
Kovar	Old Fort Rd.
Koym	Southbound Settlers Way
Lehmann	Stovepipe Lane
Levee	Whetrock Lane
Long Lane	Windmill St.
Macha	Arrowhead Dr.
Magnolia Ave.	Colonial Dr.
Marick	Colony Creek Dr.
McCrary	Countryside Dr.
Melody Lane	Edgewood Court
Moore	Edgewood Dr.
Mullins-Reynolds	Green Fields Dr.
Nails	Hickory Run Dr.
DRS Road	North Blue Meadow Circle
Beltz Road	

## Precinct #4 (Subdivision Roads - Continued):

0030

Pecan Ridge Dr.	Hodges Bend Circle
Planters St.	Hunters Locke
River Birch Dr.	Rain Fall
South Blue Meadow Circle	Robinson Ferry
Brookriver Court	Shadow Creek
Hillside Court	Union Chapel
N'Bound Williams Trace	Wagon Run
Pineleaf Dr.	Water Rest
S'Bound Williams Trace	Williams Grant
Sunrise Court	Wind Fall
Trail Creek Dr.	West Rangecrest St.
Trailside Court	East Rangecrest St.
Valley Field Dr.	Flintrock Ct.
Valley View Court	Bartons Ct.
Williams Grant	Austin Parkway West Bound
Woodwick Dr.	Settlers Way
Eagles Nest Acres Lane	Lexington Blvd.
Jacqueline	Long Reach Dr.
Cotton Mill Court	Rivercrest Dr.
Deaf Smith Drive	Bee Bayou Ln.
Land Grant Court	Battle Ridge Ln.
Land Grant Drive	Bartons Ln.
Landsdowne Dr.	Bayou Crossing
Old Colony Court	Settlers Grove Way
Old Colony Dr.	Carta Circle
Polley Court	Flintrock Ln.
Runaway Scrape Court	Pecan Draw Ct.
William Morton Dr.	Happy Valley
Winston Homestead Dr.	Perry
Audubon Court	Hamblen
Land Grant Dr.	John Sharp Road
Land Mark Dr.	E. W. Cumings (off of F.M. 723)
Legacy Court	N. E. Cumings (off of F.M. 1489)
Old Colony Drive	
Pilgrimage Court	
Settlers Court	
William Morton Dr.	
Austin Colony Dr.	
Bent Creek Court	
Carriage Court	
Carriage Dr.	
Colony Court	
Cotton Court	
Lively Court	
Manor Court	
Manor Dr.	
Morton League Court	
Morton League Rd.	
Pitts Rd.	
Plantation Dr.	
Richmond Court	
Richmond Dr.	
Cobblestone Court	
Confederate Court	
Cottage Court	
Fair Oaks Lane	
Kingsmill Lane	
Mayweather Lane	
Morton League Rd.	
Surrey Court	
Wildwood Lane	
Chippendale	
Gainsborough Dr.	
Hepplewhite Dr.	
Pecan Hill Dr.	
Pool Hill Rd.	
Queen Anne Court	
Sheraton Circle	
Cypress Hill	

0030 18. CONSIDER APPOINTMENTS TO THE FORT BEND COUNTY CHILDREN'S PROTECTIVE SERVICES BOARD:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts voting to abstain and Judge Stavinoha voting yes, it is ordered to approve the following persons to serve on the Fort Bend County Children's Protective Services Board for a two year term:  
(Recorded in minutes in full)

Cynthia Lutts - Sugar Land  
Catherine Kerr - Missouri City  
Bernard E. Brooks - Sugar Land  
Albert Martin - Missouri City

19. DISCUSS AND TAKE ACTION ON RECOMMENDED CHANGES TO POLICIES & PROCEDURES MANUAL:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pressley voting no, it is ordered to change wording of the Policy & Procedure Manual on emergency leave status to include spouse's parents.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve changes to the Policy and Procedure Manual with corrections as presented by Richard Selleh.  
(Recorded in minutes in full)

20. SET PRIORITIES ON 1987 CRIMINAL JUSTICE APPLICATIONS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set priorities on 1987 Criminal Justice applications as recommended by Richard Selleh:

- 1) District Attorney - Repeat Offender Grant
- 2) Victim/Witness Assistance Program
- 3) Juvenile Probation
- 4) Sheriff's Department

Richard Selleh request setting priority of criminal justice grants for 1987.

21. CONSIDER APPROVAL OF SUBSTANTIAL COMPLETION DOCUMENT FOR NEW LIBRARY:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve certificate of substantial completion and that retainage will not be reduced until work items listed on attached punch list are completed.  
(Recorded in minutes in full)

22. CONSIDER AWARDING BIDS ON (1) OFFICERS' UNIFORMS FOR SHERIFF'S DEPT.; (2) PEST CONTROL SERVICES; (3) COON ACRES MINERAL LEASE; (4) AUTOMOBILES:

Award bid on officer's uniforms for Sheriff's Dept.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the lowest and best bid be awarded to MARTIN'S UNIFORMS as recommended by John Hammett, Purchasing Agent, and the Court further finds that said bid meets all specifications. (Recorded in minutes in full)



18

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# Texas Department of Human Resources

910 Morton  
Richmond, Texas 77469

**COMMISSIONER**

MARLIN W. JOHNSTON

**BOARD MEMBERS**

J. LIVINGSTON KOSBERG  
Chairman, Houston

VICKI GARZA  
Corpus Christi

THOMAS M. DUNNING  
Dallas

January 22, 1986

Commissioner Judge Stavinoha  
County Courthouse Annex  
Richmond, Texas 77469

Dear Sir:

Enclosed is a list of people who have been identified as potential Fort Bend County Childrens' Protective Services Board members; and we would like your approval in having them become members.

If you have any questions, please feel free to call me at 342-8651, ext. 37.

Ms. Cynthia Lutts  
902 Genova  
Sugarland, Texas 77478  
Phone Number: 980-2909

Attorney Bernard E. Brooks  
1333 S/W Freeway, Suite 150  
Sugarland, Texas 77478  
Phone Number: 491-1512 (home)  
Phone Number: 491-6374 (work)

Mrs. Catherine Kerr  
3042 Golden Hills  
Missouri City, Texas 77459  
Phone Number: 437-9680

Mr. Albert Martin  
3246 Continental  
Missouri City, Texas 77459  
Phone Number: 499-8898  
Phone Number: 621-3333 (home)

Sincerely,

Vonja Lyles  
Protective Services Supervisor

THE COUNTY OF FORT BEND

EMPLOYEE  
INFORMATION  
MANUAL

PREPARED AND APPROVED BY THE  
FORT BEND COUNTY COMMISSIONERS COURT

---

Revised: February 3, 1986  
July 22, 1985  
March 5, 1984  
April 18, 1983  
January 11, 1982

This updated issue of the Fort Bend County Policy and Procedure Manual was adopted by the Commissioners Court on February 3, 1986.

This new manual superceeds all earlier manuals.

Fort Bend County is an Equal Opportunity Employer.

Fort Bend County does not discriminate on the basis of handicapped.

WORK WEEK:

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All full time employees should work a minimum of forty hours each week.

County offices within the Courthouse will normally be open from 8:00 A.M. to 5:00 P.M. daily. It is recommended that all offices with three or more employees will remain open between the hours of 8:00 A.M. to 5:00 P.M. and no office will be left unattended during office hours or during coffee breaks. Adjustments to these hours of operation may be made by the Department Head in order to better serve the public. Offices may have to stagger lunch periods to stay open during the noon hour.

Each Department Head will determine the number of hours their employees will work for the compensation the employee is to receive. No overtime hours will be paid by Fort Bend County to employees who are on a salary basis.

The work week will be a seven day period that begins at 12:00 A.M. Saturday and runs thru 12:00 P.M. Friday. The work period will be a fourteen day period corresponding with our bi-weekly pay period.

The following overtime rules and regulations of Fort Bend County are hereby established effective October 14, 1985:

1. Only the following County employees will be considered exempt from the Fair Labor Standards Act:
  - a. ELECTED OFFICIALS
    - 1.) Who is not subject to civil service and
    - 2.) Who
      - A.) Holds a public elective office fo the political subdivision OR
      - B.) Is selected by the elected official to be a member of the officials personal staff OR
      - C.) Is appointed by the elected official to serve on a policymaking level OR
      - D.) Is an immediate advisor to the elected official regarding constitutional or legal powers of the Office

SICK LEAVE:

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Sick leave will accrue at the rate of 5.334 hours per month for employees who work a 40 hour week ( 8 days a year ) - 6.000 hours per month for employees who work a 45 hour week ( 8 days a year ) - 12.00 hours per month for employees who work a 56 hour week ( 6 days a year ) - while an employee is actually employed by the County on a full time basis. Part-time employees shall not receive the benefit of sick leave.

There was a limit of sixty days sick leave credit that could be accredited for past service of the original adoption of these regulations. There is no longer a limit as to the maximum number of sick leave days an employee can accrue at any one time. Loss of work due to accident or injury received in the performance of duty is not time which shall be charged against sick leave of an employee.

Sick leave must be taken on an actual time basis. A doctor's certificate for sick leave taken may be required at the descretion of the Department Head.

The County will not pay an employee for unused sick leave time accumulated in the event of termination or retirement from the County employment.

Sick time can only be used in case of illness. Employees cannot be paid for sick days not earned.

Employees who have used up their accumulated sick leave may then use their compensatory time and finally their accumulated vacation time. After all accumulated time has been used by the employee additional time off is time off without pay.

County Department Heads will not allow negative sick time or payments for such time.

## 0030

EMERGENCY LEAVE

At the descretion of the Department Head, a maximum of three (3) days will be allowed for emergency leave for the purpose of attending funerals of immediate family members. The definition of Immediate Family will normally mean Spouse, Children, Mother, Father, Brother, Sister, Grandparents, Grandchildren, and Step-Children if they are living in household.

Should more than three days be needed to cover the emergency situation that additional time will be charged to:

1. Vacation time
2. Time off without pay.

RETIREE INSURANCE BENEFITS:

In order to receive Fort Bend County paid medical insurance benefits, an employee must meet the following requirements:

1. Any employee who has worked thirty or more years for Fort Bend County.
2. Any employee who has worked ~~ten~~ or more years for Fort Bend County, has reached the age of sixty or more before retiring and must be insured at least 12 months by Fort Bend County at the time of retirement to be eligible.
3. Any employee who goes on disability retirement while in the employment of the County will qualify for County retirement insurance benefits.

EMPLOYEE TERMINATION AND SUBSEQUENT RE-EMPLOYMENT:

Any termination of County employment for a period of ninety days or longer will cancel the accrual of benefits which have not theretofore been vested. Re-employment after the termination of said period or longer is treated as new employment. Any benefits which accrue on the basis of length of County employment may not be had except as any new employee qualifying for said benefits. If the employee draws out his/her retirement funds upon termination he/she relinquish all County benefits unless he/she buys back into the retirement system within ninety days.

If an employee transfers from one department to another and no break in time occurs during the transfer, a new physical is not required.

When an employee transfers from one department to another, his/her sick and vacation time transfers as is. The Department Head of the department the employee is leaving should transfer the funds to the new department to cover the vacation time being transferred. Comp time will not be transferred.

On the employees transer, when an agreement is reached with employee, the new department head should notify the present department head of impending personnel change.



DEFENSIVE DRIVING

In 1979, the Commisisoner's Court of Fort Bend County formed a county safety committee at the recommendation of the County insurance company. The safety committee is composed of eight members. The eight members are one person form each of the four commissioners offices, the drainage district, the sheriff's department, the ambulance department, and the administrative coordinator.

The safety commitee organized a defensive driving course for all county employees and their families. The course is usually taught once a month in the conference room at the Emergency Medical Service training room. It is an eight hour course and is usually taught in two four hour segments on consecutive days. The course is free for all county employees. The cost for each family member is two dollars.

The insurance company and Commissioner's Court recommends that all employees who drive county vehicles take the course. All other employees may take the course with the permission of his/her department head.

If you would like to enroll someone in Defensive Driving Course call Dawn Weber at 342-7359.

00614

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SEXUAL HARASSMENT:

Like other forms of discrimination prohibited by the Civil Rights Laws, Fort Bend County is heartily opposed to sexual harassment in the work place. Such harassment by supervisors and/or employees will not be tolerated and may be sufficient grounds for immediate discharge. If you believe that you are or have been a victim of sexual harassment you are asked to immediately report the incident by filing a complaint under the Employees Complaint Procedure.

RESOLUTION NUMBER 1

A RESOLUTION BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT REQUEST TO THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR FUNDING TO THE COUNTY OF FORT BEND, TEXAS FOR A PROGRAM KNOWN AS "Career and Repeat Offenders Unit".

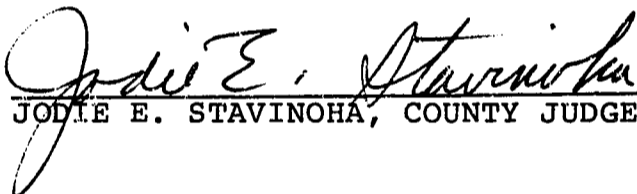
WHEREAS, THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS feels the addition of the program known as the Career and Repeat Offenders Unit, will materially enhance the administration of justice in the county of Fort Bend, Texas, for all crime victims; and

WHEREAS, the opportunity exists to fund vital parts of this program through the Office of the Governor of the State of Texas, Criminal Justice Division;


NOW, THEREFORE BE IT RESOLVED, by the Commissioners Court of the County of Fort Bend, Texas, that the County submit a grant request to the Office of the Governor of Texas, Criminal Justice Division, to assist in the funding of the program of Career and Repeat Offenders Unit.

PASSED AND APPROVED, this 3rd day of February, 1986.

COUNTY OF FORT BEND, TEXAS

  
JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:

  
DIANNE WILSON, COUNTY CLERK

I, Dianne Wilson, County Clerk for the County of Fort Bend, Texas, do hereby certify this to be a true and exact copy of the County of Fort Bend, Texas, Resolution number 1, adopted by the Fort Bend County Commissioners, \_\_\_\_\_, 1986.

RESOLUTION NUMBER 3

A RESOLUTION BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT REQUEST TO THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR FUNDING TO THE COUNTY OF FORT BEND, TEXAS FOR A PROGRAM KNOWN AS "Special Crimes Unit - D. A. Office".

WHEREAS, THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS feels the addition of the program known as the Special Crimes Unit - D. A. Office, will materially enhance the administration of justice in the county of Fort Bend, Texas, for all crime victims; and

WHEREAS, the opportunity exists to fund vital parts of this program through the Office of the Governor of the State of Texas, Criminal Justice Division;

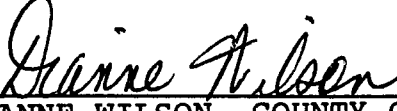
NOW, THEREFORE BE IT RESOLVED, by the Commissioners Court of the County of Fort Bend, Texas, that the County submit a grant request to the Office of the Governor of Texas, Criminal Justice Division, to assist in the funding of the program of Special Crimes Unit - D. A. Office.

PASSED AND APPROVED, this 3rd day of February, 1986.

COUNTY OF FORT BEND, TEXAS

  
JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

  
DIANNE WILSON, COUNTY CLERK

I, Dianne Wilson, County Clerk for the County of Fort Bend, Texas, do hereby certify this to be a true and exact copy of the County of Fort Bend, Texas, Resolution number 3, adopted by the Fort Bend County Commissioners, \_\_\_\_\_, 1986.

RESOLUTION NUMBER 2

A RESOLUTION BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT REQUEST TO THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR FUNDING TO THE COUNTY OF FORT BEND, TEXAS FOR A PROGRAM KNOWN AS "Commissioner's Court Shelter & Comprehensive Support Program."

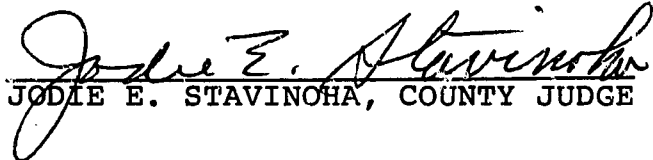
WHEREAS, THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS feels the addition of the program known as the Commissioner's Court Shelter & Comprehensive Support Program, will materially enhance the administration of justice in the county of Fort Bend, Texas, for all crime victims; and

WHEREAS, the opportunity exists to fund vital parts of this program through the Office of the Governor of the State of Texas, Criminal Justice Division;


NOW, THEREFORE BE IT RESOLVED, by the Commissioners Court of the County of Fort Bend, Texas, that the County submit a grant request to the Office of the Governor of Texas, Criminal Justice Division, to assist in the funding of the program of Commissioner's Court Shelter & Comprehensive Support Program.

PASSED AND APPROVED, this 3rd day of February, 1986.

COUNTY OF FORT BEND, TEXAS

  
JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:

  
DIANNE WILSON, COUNTY CLERK

I, Dianne Wilson, County Clerk for the County of Fort Bend, Texas, do hereby certify this to be a true and exact copy of the County of Fort Bend, Texas, Resolution number 2, adopted by the Fort Bend County Commissioners, \_\_\_\_\_, 1986.

614 D

**CERTIFICATE OF  
SUBSTANTIAL  
COMPLETION**

AIA DOCUMENT G704

Distribution to:  
OWNER   
ARCHITECT   
CONTRACTOR   
FIELD   
OTHER

21  
00615  
0030

PROJECT: FORT BEND COUNTY CENTRAL LIBRARY ARCHITECT: RONALD WEDEMEYER ASSOCIATES  
(name, address) 1001 Golfview Drive  
Richmond, Texas

ARCHITECT'S PROJECT NUMBER: 82105

TO (Owner):

CONTRACTOR: WARRIOR CONSTRUCTORS, INC.

FORT BEND COUNTY COMMISSIONERS COURT

CONTRACT FOR: CONSTRUCTION MANAGEMENT

CONTRACT DATE: June 20, 1983

DATE OF ISSUANCE: January 21, 1986

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: Entire Project

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as January 21, 1986

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

**DEFINITION OF DATE OF SUBSTANTIAL COMPLETION**

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Ronald Wedemeyer Associates  
ARCHITECT

*Ronald Wedemeyer*  
BY

1-23-1986  
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within 60 days from the above Date of Substantial Completion. It is agreed that retainage will not be reduced until work items listed on attached punch list are ~~substantially~~ completed *go*

Warrior Constructors, Inc.  
CONTRACTOR

*R. C. Reynolds*  
BY

1-23-86  
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

Fort Bend County Commissioners Court  
OWNER

*Jodie E. Stavinoha*  
BY

2/3/86  
DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)

1. Owner is responsible for Security, maintenance, heat, utilities, and damages from Owner usage.
2. Attachment "A" (Punch List), dated January 29, 1986.
3. Warrior Constructors, Inc. provides Insurance to approximately March 26, 1986.

0030

## ATTACHMENT "A"

PUNCH LIST  
Revised January 29, 1986

1. Complete arch lighting.
2. Install three (3) doors.
3. Replace wrong color acoustical ceiling tile.
4. Stabilize handrail at Puppet Theatre.

## EXTERIOR:

5. Granite needs cleaning of tar.
6. Lift Station - replant grass.
7. Many blemishes on Granite.
8. Leaks at wall cock south of entry door.
9. Clean tar off Mechanical Building fascia north roof.
10. Cracked slabs at Main Entrance - 3-5' x 5' panels.
11. Clean stainless steel handrail at 1st floor east entry.

## INTERIOR:

12. Audio/Visual - repair or replace second piece of granite from column at desk.
13. Microfilm and Typing - install acoustical wall panels.
14. Cracked glass at stair landing.
15. Children/Young Adult - closure at joint between sill and vertical mullion - third mullion from east.
16. Stage - fill holes and smooth up column F1-7.



UNIFORMS FOR FORT BEND COUNTY SHERIFF DEPARTMENT

00617

0030

		MARTIN'S UNIFORMS		BLAIR INDUSTRIAL UNIFORMS	
ITEM	DESCRIPTION	UNIT PRICE	MANUFACTURER	UNIT PRICE	MANUFACTURER
( )	PANTS (MALE)	\$27.25 EA.	MARTIN'S )	\$27.10 EA.	NOT STATED
1	ALTERNATE PANTS (MALE)	-----	-----	\$32.60 EA.	NOT STATED
1	ALTERNATE PANTS (FEMALE)	-----	-----	\$32.60 EA.	NOT STATED
1	CUSTOM ALTERNATE PANT (MALE)	-----	-----	\$42.90 EA.	NOT STATED
2	MEN'S LONG SLEEVE SHIRT	\$22.80 EA.	MARTIN'S	\$26.50 EA.	NOT STATED
3	LADIES LONG SLEEVE SHIRT	\$22.80 EA.	MARTIN'S	\$26.50 EA.	NOT STATED
4	MEN'S SHORT SLEEVE SHIRT	\$20.80 EA.	MARTIN'S	\$23.50 EA.	NOT STATED
5	LADIES SHORT SLEEVE SHIRT	\$22.80 EA.	MARTIN'S	\$23.50 EA.	NOT STATED
6	POLICE REVERSIBLE WINDBREAKER	\$53.95 EA.	BLAUER	\$62.25 EA.	NOT STATED
(6A	TIE	\$ 2.60 EA.	MARTIN'S	\$ 2.25 EA.	NOT STATED
7	RIVER BELT	\$30.20 EA.	DON HUME )	NO BID	-----
8	ALLSTAR HOLSTER	\$37.95 EA.	DON HUME	NO BID	-----
9	HANDCUFF CASE	\$13.95 EA.	DON HUME	\$11.60 EA.	NOT STATED
10	SPEED LOADER (DOUBLE)	\$14.25 EA.	DON HUME	NO BID	
11	CLIP CASE (DOUBLE)	\$15.90 EA.	DON HUME	NO BID	
12A	BELT KEEPER (DOUBLE SNAP)	\$ 2.50 EA.	DON HUME	\$ 2.20 EA.	CLARINO
12B	BELT KEEPER (FOUR SNAP)	\$ 3.50 EA.	DON HUME	\$ 4.35 EA.	CLARINO

MARTIN'S UNIFORMS

TYPICAL MENS UNIFORM

\$143.85

BLAIR INDUSTRIAL UNIFORMS

155.40

Typical men's uniform consists of the following: Men's pants, long sleeve shirt, short sleeve shirt, tie, reversible windbreaker, handcuff case, and belt keeper (double snap).

00618

0030

Award bid on pest control services:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the lowest and best bid be awarded to HILL & HILL EXTERMINATORS as recommended by John Hammett, Purchasing Agent, in the amount of \$3,600 annual, and the Court further finds that said bid meets all specifications. (Recorded in minutes in full)

Award bid on Coon Acres mineral lease:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reject all bids and readvertise.

Award bid on automobiles:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the lowest and best bid for Spec #1 be awarded to A.C. COLLINS for one auto for Constable Precinct 1 in the amount of \$10,934.00, and Spec #5 to be awarded to A.C. COLLINS for one auto for Constable Precinct #1, one auto for Constable Precinct #3 and two auto's for Constable Precinct #4 in the amount of \$10,944.00 each, the Court further finds that said bid meets all specifications. (Recorded in minutes in full)

RECESS:

Commissioners' Court recessed at 11:50 a.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

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

Met in Closed Session.

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

No action taken.

25. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve bills as presented by County Auditor.

26. ADJOURNMENT:

Commissioners' Court adjourned at 2:35 p.m.

PEST CONTROL SERVICES TABULATION

COMPANY/ T.P.C.I.L.#	TOTAL BID PRICE	COUNTY COURTHOUSE	COURTHOUSE ANNEX	COUNTY CLERK BLDG.	YELLOW HOUSE	GREY HOUSE	ADULT PROB.	JUVENILE PROB.	SUGARCREEK ANNEX	EMS BLDG.
HILL & HILL EXTERMINATORS TPCL-25	\$3,600.00 ANNUAL	\$60.00 MONTHLY	\$20.00 MONTHLY	\$20.00 MONTHLY	\$25.00 MONTHLY	\$25.00 MONTHLY	\$35.00 MONTHLY	\$40.00 MONTHLY	\$40.00 MONTHLY	\$35.00 MONTHLY
BUGMAN OF ROSENBERG 643 PTL	\$5,700.00 ANNUAL	\$125.00 MONTHLY	\$90.00 MONTHLY	\$60.00 MONTHLY	\$20.00 MONTHLY	\$25.00 MONTHLY	\$50.00 MONTHLY	\$50.00 MONTHLY	\$30.00 MONTHLY	\$25.00 MONTHLY
COYLE'S PEST CONTROL TEXAS 2450 PT	\$5,880.00 ANNUAL	\$130.00 MONTHLY	\$40.00 MONTHLY	\$40.00 MONTHLY	\$30.00 MONTHLY	\$30.00 MONTHLY	\$60.00 MONTHLY	\$80.00 MONTHLY	\$40.00 MONTHLY	\$40.00 MONTHLY
J & G CHEMICAL CO. 58	\$7,740.00 ANNUAL	\$1,200.00 ANNUAL	\$1,200.00 ANNUAL	\$780.00 ANNUAL	\$720.00 ANNUAL	\$720.00 ANNUAL	\$720.00 ANNUAL	\$900.00 ANNUAL	\$720.00 ANNUAL	\$780.00 ANNUAL
FIRESTONE PEST CONTROL 228G	\$7,932.00 ANNUAL	\$96.00 MONTHLY	\$96.00 MONTHLY	\$62.00 MONTHLY	\$60.00 MONTHLY	\$60.00 MONTHLY	\$60.00 MONTHLY	\$72.00 MONTHLY	\$80.00 MONTHLY	\$75.00 MONTHLY
BAXTER & SONS EXTERMINATING TPCL 3405	\$8,280.00 ANNUAL	\$165.00 MONTHLY	\$120.00 MONTHLY	\$80.00 MONTHLY	\$45.00 MONTHLY	\$40.00 MONTHLY	\$45.00 MONTHLY	\$95.00 MONTHLY	\$65.00 MONTHLY	\$35.00 MONTHLY

ALL VENDORS CERTIFIED THAT THEY MET ALL SPECIFICATIONS.

00620

0030

(22)

00621

(22)  
#3

NOTICE TO LEASORS OF MINERAL RIGHTS

AS PER ORIGINAL

0030

Sealed offers will be received in the office of the County Judge, Fort Bend County, until 1:30 P.M., Monday, January 27, 1986, for the lease of oil, gas and other minerals in 10.5147 acres of land situated in Coon Acres subdivision. Offers will then be opened in Commissioners Court, Fort Bend County, and read aloud.

Offer shall be made by written lease. Fort Bend County reserves the right to reject all offers. Title search to determine outstanding mineral interests shall be the responsibility of the offerer.

Award of lease shall be made on Monday, February 3, 1986, at which time successful bidder shall pay by cash or cashier's check the full amount of his offer.

Deed to above property is recorded in Book 1322, pages 773 & 774, Official County Records, Office of the County Clerk, Fort Bend County, Richmond, Texas.



23  
24

SPECIFICATION NUMBER: 5

QTY. AUTOMOBILES: 1

COMPANY	MET SPECIFICATIONS	UNIT PRICE	DELIVERY/PRICE GUARANTEE	REASONS SPECIFICATIONS NOT MET
GALLERIA AREA FORD	YES	\$10,539.00	180/60 DAYS	NONE
A.C. COLLINS FORD	YES	\$10,944.00	120-150/30 DAYS	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP BATTERY.
HELEMAN FORD	YES	\$11,197.78	90-120/60 DAYS	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP BATTERY.
MAC HAIR FORD	YES	\$11,200.00	120/90 DAY	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP 475 CCA BATTERY.
EAST BERNARD FORD	YES	\$11,404.09	120/90 DAYS	NONE
LAWRENCE MARSHALL CHEV. OLDS	NO	\$11,433.21	120/30 DAYS	SPECIFICATIONS CALLED FOR AN EXTERNAL TRANSMISSION OIL COOLER. BID SUBMITTED WAS FOR AN INTERNAL TRANSMISSION OIL COOLER.
JOE HUBBARD CHEV.	NO	\$11,621.36	120/15 DAYS	SPECIFICATIONS CALLED FOR SINGLE KEY LOCKING SYSTEM, BIDS SUBMITTED STATED THAT A 25 CAR ORDER WAS REQUIRED FOR THIS OPTION. SPECIFICATIONS ALSO CALLED FOR MAP & DOME LIGHTS, BID SUBMITTED WAS FOR DOME LIGHT ONLY. NO EXTERNAL TRANSMISSION OIL COOLER BID, SUBMITTED AN INTERNAL TRANS- MISSION COOLER.
DUB MILLER FORD	YES	\$11,654.19	55-95/15 DAYS	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP 475 CCA BATTERY WITH HEAT SHIELD.
MORT HALL FORD	YES	\$12,150.00	45-75/30 DAYS	NONE
GILLYAN DODGE	NO BID			

## SPECIFICATION #5 (One (1) Automobile) (Precinct #1 Constable)

Units furnished under this specification are to be 1986 Police Package, full size models, wheelbase at least 114". Units are to be furnished complete with standard equipment and accessories as listed in the manufacturer's printed literature for the models bid, plus the following:

1. ENGINE: Largest C.I.D. high performance engine available, with engine oil cooler.  
(Chrysler 318 C.I.D. 4bb1 V-8)  
(Chevrolet 350 C.I.D. 4bb1 V-8)  
(Ford 351 C.I.D. 4bb1 V-8)

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2. BODY STYLE: 4-door sedan.

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3. COOLING SYSTEM: Radiator to be heavy-duty maximum capacity offered by manufacturer, radiator shroud and a maximum heavy duty fan with clutch and coolant recovery system.

---

4. RADIO: AM

---

5. SPLIT BENCH SEAT, FRONT 60/40 RO 50/50:

---

6. TIRES: Five (5) minimum P-215-70R15, Police radials with the spare to be the same type as required by the vehicle. Space saver will not be acceptable.

---

7. HEAVY DUTY FLOOR MATS FRONT AND REAR: Required.
8. INSTRUMENT PACKAGE TO INCLUDE: Water temp., oil pressure, and volt or ammeter guages, required.
9. CALIBRATED SPEEDOMETER: Required.
10. SINGLE KEY LOCKING SYSTEM: Minimum 3 keys per vehicle required.
11. TINTED GLASS, FACTORY INSTALLED: All around required.
12. WINDSHIELD WIPERS: Multi-speed intermittent, electric required.
13. FACTORY INSTALLED FRESH AIR TYPE HEATER, DEFROSTER, AND AIR CONDITIONING: Required.
14. MIRRORS: Inside rearview, day/night; left and right, outside rear view and remote control required.
15. ALTERNATOR: Minimum of 100 AMPS required.
16. TRANSMISSION: Heaviest duty automatic, with external oil cooler in addition to radiator cooling. Transmission to have first gear lockout.

---

17. ROOF DRIP MOULDING: Required.
18. BATTERY: Largest heavy duty available on production police cars.

---

19. SPOT LIGHT: One (1) left side 6" dia., required.
20. POWER STEERING: Required.
21. MAP AND DOME LIGHTS: Required.



22. BRAKE SYSTEM: To be the latest production heavy duty, largest available, disc front, drum rear, semi-metallic lining, power assisted.
23. COLOR: Manufacturer's standard color and interior to be selected when order is placed.
24. STATE INSPECTION STICKER: Required.
25. UNIT PRICE FOB FORT BEND COUNTY COURTHOUSE RICHMOND, TEXAS. \$ \_\_\_\_\_
26. DELIVERY WILL BE COMPLETED WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER ACCEPTANCE BY THE FORT BEND COUNTY COMMISSIONERS COURT (Delivery time must be shown or bid will be rejected). Orders for automobiles not delivered within the specified delivery time will be automatically cancelled.
27. BIDDER GUARANTIES PRICE FOR \_\_\_\_\_ DAYS.

AGENDA  
 FORT BEND COUNTY COMMISSIONERS COURT  
 COURTHOUSE ANNEX, RICHMOND, TEXAS  
 REGULAR SESSION  
 MONDAY, FEBRUARY 10, 1986  
 9:00 O'CLOCK A.M.

0030

1. Approve minutes of meeting of February 3, 1986.
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: request to advertise for bids for inmate coveralls. (Funds are available)
6. Judge Robert Stahl, Precinct 3, re: request for additional office space
7. Set public hearing date to consider changing names of the following roads: Lemke Road to Fenske Road & Finney Road to Vallet Road.
8. Consider approving additional nurse for County Health Dept.
9. Update resolution in support of economic development in Fort Bend County
10. Mr. Jim Scott, re: request for "payment of salary and benefits to Justice of the Peace of precinct #4, Jim Scott from September 16, 1985 to date of payment."
11. Transfer Worker's Comp. & Unemployment Comp. from various funds to insurance escrow fund.
12. Set date for public hearing on abandonment of a portion of the dirt <sup>gravel</sup> road known as Oil Field Road in Precinct 4.
13. Consider contract for insurance consultant.
14. Consider adding Fort Bend Women's Refuge Center to 1987 Criminal Justice priority list.
15. Accept Hunters Chase Road into the County road maintenance system in Precinct 1.
16. Adopt order appointing directors for Sienna Plantation Levee Improvement District.
17. Change election date on maintenance tax for Fort Bend Levee Improvement District #12 from February 22 to April 5, per Election Code.
18. Authorize date for County auction.
19. Consider application from Houston Lighting & Power to install a pole line along & across South Post Oak in Precinct 2.
20. Consider awarding bid #86-5 for three microfilming systems capable of producing microfiche.
21. Consider rejecting bid from Andrew Wilson Co. for inability to deliver on George Memorial Library furnishings Group "N", Items 2,4,5&6; and award bid to next lowest bidder - Gaylord Brothers for \$27,421. <sup>\$22,461.00</sup>
22. Consider approval of pay application #2 in the amount of \$58,621 to Street/Peters Construction Co. and Architect's supervision fee in the amount of \$468.97 for Precinct 1 Maintenance Facility.
23. Consider approval of Change Order #1 in the amount of \$1,420 for the Law Enforcement Academy.
24. Meet in Closed Session to discuss litigation, land and personnel matters as authorized by Article 6252-17, Sect. 2 (e), (f) & (g), V.T.C.S.
25. Take action on any items discussed in Closed Session.

CONTINUED

26. 1:30 p.m. - Open bids for the following: (1) Three trucks, dump, 12-14 yard w/trade-in. (bid #86-7); ~~(2) One truck, cab & chassis 48,000-gvw--(bid-#86-8)~~; (2) One truck, pickup, 1-ton capacity. (bid #86-9); (3) Four trucks, pickup, 1/2-ton capacity. (bid #86-10); (4) One truck, cab & chassis 28,000 GVW, 30-day delivery. (bid #86-11); (5) One asphalt distributor. (bid #86-12); (6) Annual contract for library books. (bid #86-13).

*Cancel*

Inspect Law Enforcement Academy for substantial completion.

28. Adjournment.

FILED FOR RECORD

~~FILED~~ *3:10 PM*

FEB 6 1986

*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, February 6, 1986 at *3:10 p.m.* by *D. Landry*.

*825 / 21450*

*14*

*1187 / 30862*

*825 / 24720*

## REGULAR SESSION

BE IT REMEMBERED That on this 10TH day of FEBRUARY, 1986 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 FEBRUARY 3, 1986:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of meeting of February 3, 1986 with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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 county personnel: (Recorded in minutes in full)

COUNTY ENGINEER  
COMMISSIONER PRECINCT #2  
DISTRICT ATTORNEY  
COUNTY EXTENSION AGENT  
AUDITOR  
SHERIFF  
FIRE MARSHALL  
COUNTY CLERK

5. SHERIFF GUS GEORGE, RE: REQUEST TO ADVERTISE FOR BIDS FOR INMATE COVERALLS: (FUNDS ARE AVAILABLE):

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for inmate coveralls. Funds are available.

6. JUDGE ROBERT STAHL, PRECINCT 3, RE: REQUEST FOR ADDITIONAL OFFICE SPACE:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and motion fails, with Commissioner Lutts voting no, Commissioner Pressley voting no, Judge Stavinoha voting no, to refer to the space committee for recommendations to the court.

4

00629

COUNTY OF FORT BEND

Travel Authorization

0030

TO: COMMISSIONERS' COURT

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

-0-

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure 2/25/86  
Date of Return 2/27/86

Purpose of Trip: to attend 28th Annual County Judge's  
and Commissioners' Conference

Places to be Visited: same - College Station, TX

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

Stanley L. Kucherka, Jr., P. E.  
Name

2/7/86  
Date

Drng Dist Mgr/Co Engineer  
Title

\*\*\*\*\*

Approved: Commissioners' Court  
J. Stevenson  
County Judge

2/10/86  
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:

Ben G. Denham

Period: Date of Departure 01-28-86

Date of Return 01-30-86

Purpose of Trip: Meet w/highway commission on South Post Oak Fort Bend Freeway

Places to be Visited: Capitol

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

Personal Auto

Signature of Ben G. Denham

Name

02-06-86 Date

Commissioner Pct. 2 Title

Approved: Commissioners' Court

Signature of County Judge and handwritten note 'emergency'

County Judge

2/10/86 Date

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

We

X hereby request authority to make an official trip outside Fort Bend County

X accompanied by the following persons:

Barbara Dobson

Roxanne Landry

Period: Date of Departure March 10, 1986

Date of Return March 11, 1986

Purpose of Trip: to attend Advanced Course for Professional Secretary in Criminal Justice

Places to be Visited: Huntsville, TX

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

personal auto

W. M. Rizza

Name

2-7-86

Date

Crim. Dist. Atty.

Title

Approved: Commissioners' Court

J. Stevenson  
County Judge

2/10/86

Date

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

We

XI hereby request authority to make an official trip outside Fort Bend County

~~accompanied by the following persons~~

Holman C. Gregory

Allen J. Mutchler

Period: Date of Departure April 20, 1986

Date of Return April 24, 1986

Purpose of Trip: to attend seminar on

CRIMINAL INVESTIGATORS COURSE

Places to be Visited: Denver, CO

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

airline

*W. Metzger*

Name

*2-7-86*

Date

*Crim. Inv. Atty*

Title

Approved: Commissioners' Court

*J. Stovall*

County Judge

*2/10/86*

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 February 25, 1986 Date of Return February 27, 1986

Purpose of Trip: Attend Judges and Commissioners Conference

Places to be Visited: College Station

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

[Signature] Name

February 3, 1986 Date County Extension Agent-Agriculture Title

\*\*\*\*\*

Approved: Commissioners' Court [Signature] County Judge

2/10/86 Date

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

EMISON LEWIS, CPA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure 03/16/86  
Date of Return 03/20/86

Purpose of Trip: PROFESSIONAL DEVELOPMENT SEMINAR FOR COUNTY AUDITORS

Places to be Visited: AUSTIN, TEXAS - ~~MM~~ UNIVERSITY OF TEXAS

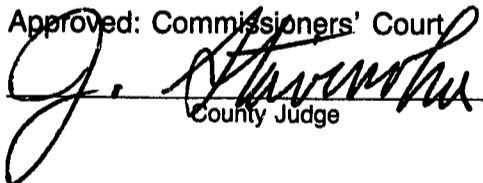
Mode of Transportation  
(State whether by personal auto, airline, etc.) COUNTY CAR

JOYCE TOMPKINS  
Name 

COUNTY AUDITOR  
Title

2-7-86  
Date

\*\*\*\*\*

Approved: Commissioners' Court  
  
County Judge

2/10/86  
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:

1 detective - Larry Feinstein

Period: Date of Departure 2/4/86

Date of Return

Purpose of Trip: homicide investigation

Places to be Visited: Chicago, Illinois

Mode of Transportation (State whether by personal auto, airline, etc.) all expenses to be paid for by Harris Co. District Attorney's Office

[Signature]

Name

2/4/86

Date

Sheriff

Title

Approved: Commissioners' Court

[Signature]

County Judge

2/10/86

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure Feb. 19, 1986 12:00 Noon

Date of Return Feb. 21, 1986 ?

Purpose of Trip: Emergency Management

Places to be Visited: Austin

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

Funds available

Ray G. [Signature]  
Name

February 5, 1986  
Date

Fire Marshal/Safety Director  
Title

\*\*\*\*\*

Approved: Commissioners' Court  
J. Stevershu  
County Judge

2/10/86  
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:

Ben G. Denham
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Period: Date of Departure February 24, 1986
Date of Return February 26, 1986

Purpose of Trip: 28th Annual County Judges & Commissioners Conference

Places to be Visited: Texas A & M University - College Station, Tx.

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

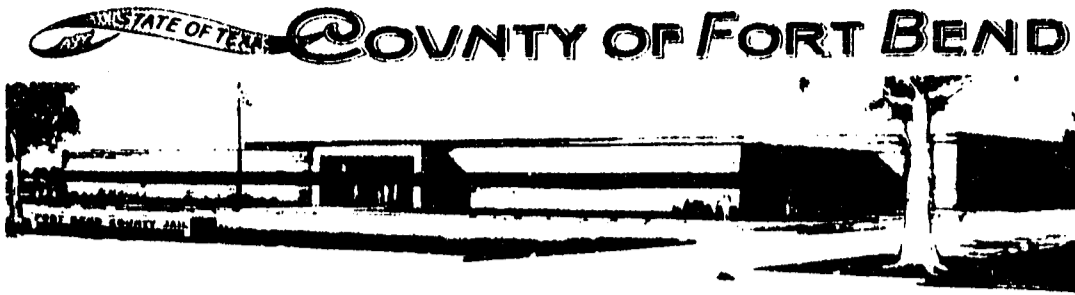
[Signature]
Name

February 10, 1986 Commissioner Pct. 2
Date Title

\*\*\*\*\*

Approved: Commissioners' Court
[Signature]
County Judge

2/10/86
Date



713/342-6116

GUS GEORGE, SHERIFF  
1410 Ransom Road  
Richmond, Texas 77469

February 4, 1986

Honorable Jodie E. 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 the Fort Bend County Commissioners' Court authorize the County Purchasing Agent, Mr. John Hammett, to advertise for bids for sixty (60) dozen inmate coveralls. Suggested specifications are attached for your approval.

Funds are available in the Fort Bend County Sheriff Department 1986 Budget.

Your favorable consideration of this request will be appreciated.

Sincerely,

Gus George  
Sheriff

GG/jj  
enclosure

cc: Mrs. Joyce Tompkins  
County Auditor

Mr. John Hammett  
County Purchasing Agent

INMATE COVERALLS FOR THE FORT BEND COUNTY SHERIFF DEPARTMENT

SPECIAL REQUIREMENTS

Vendor shall furnish and deliver, FOB inside, inmate coveralls for the Fort Bend County Sheriff Department, 1410 Ransom Road, Richmond, Texas 77469. Delivery time should not exceed three (3) weeks after vendor's receipt of order. All delivered items shall be packaged and protected from damage during shipping and handling.

SPECIFICATIONS

Sixty (60) dozen inmate coveralls, twill material, 65% polyester/ 35% cotton, perma-press, short sleeve, tan color. All coveralls to have "COUNTY JAIL" printed in black, indelible ink on the back, two (2) inch letters minimum. Ink shall be guaranteed not to run in water temperatures of 180 degrees. Coverall to have elastic band across lower back. Coverall front to feature sewn-on patch pocket approximately three and one-half (3½) inches X four (4) inches, no additional pockets are acceptable. Closures of the front of the coveralls is to be achieved by five (5) snap-buttons, evenly spaced to obtain optimum closing of the coveralls.

Sample of item offered to Fort Bend County should accompany bid.

Bidders may view a sample of the inmate coveralls by contacting the Fort Bend County Sheriff Department and the item bid shall match those presently in use as closely as possible.

Sizes required shall be as follows:

Eight (8) dozen Small, Regular Length  
Twelve (12) dozen Medium, Regular Length  
Four (4) dozen Medium, Long Length  
Twelve (12) dozen Large, Regular Length  
Four (4) dozen Large, Long Length  
Twelve (12) dozen X-Large, Regular Length  
Four (4) dozen X-Large, Long Length  
Four (4) dozen XX-Large, Long Length



ADDENDUM  
TO LEASE AGREEMENT DATED DECEMBER 23, 1985  
BY AND BETWEEN VOV CORPORATION AND  
THE COUNTY OF FORT BEND, A TEXAS COUNTY

0030

THIS ADDENDUM shall be added to and become a part of that certain Lease Agreement dated December 23, 1985 by and between 13500 Southwest Freeway, Ltd., by and through its general managing partner, VOV Corporation, and The County of Fort Bend, a Texas county.

It being determined that additional space is required by The County of Fort Bend, the aforementioned Lease Agreement is hereby amended to include an additional 761 square feet of office space to be leased to said County of Fort Bend at a lease price of eighty-five cents per square foot, or an additional amount of \$646.85 per month to be paid by the said County of Fort Bend effective as of March 1, 1986.

In the event the County of Fort Bend purchases or acquires a building for Justice Court Precinct No. 3 use, the Landlord hereby agrees to waive the balance of the term of the aforementioned Lease Agreement and all rents and charges for the balance of the term of the Lease Agreement.

ACCEPTED AND AGREED TO this 11th day of February, 1986.

VOV CORPORATION

By *[Signature]*  
LANDLORD

THE COUNTY OF FORT BEND

By *[Signature]*  
TENANT

0030

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Denham voting no, Commissioner Pustka voting no and Judge Stavinoha voting yes, it is ordered to approve request for additional space for Justice of Peace Precinct #3 and study further the amount of furniture needed, subject to lease being approved by District Attorney's Office. Funds to come from Contingency Fund (\$6,469.00) - an emergency is declared.

7. SET PUBLIC HEARING DATE TO CONSIDER CHANGING NAMES OF THE FOLLOWING ROADS: LEMKE ROAD TO FENSKE ROAD & FINNEY ROAD TO VALLET ROAD :

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to set public hearing for March 10, 1986 at 10:00 a.m. to consider changing names of Lemke Road and Finney Road. (Recorded in minutes in full)

8. CONSIDER APPROVING ADDITIONAL NURSE FOR COUNTY HEALTH DEPT. :

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting no, it is ordered to postpone for further study.

A letter from Dr. Culpepper was presented requesting an additional nurse for the Health Department.

9. UPDATE RESOLUTION IN SUPPORT OF ECONOMIC DEVELOPMENT IN FORT BEND COUNTY:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve resolution in support of economic development in Fort Bend County as presented by local Chamber of Commerce. (Recorded in minutes in full)

10. MR. JIM SCOTT, RE: REQUEST FOR "PAYMENT OF SALARY AND BENEFITS TO JUSTICE OF THE PEACE OF PRECINCT #4, JIM SCOTT FROM SEPTEMBER 16, 1985 TO DATE OF PAYMENT :

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to deny request of Jim Scott. (Recorded in minutes in full)

Larry Wagenbach discussed the automatic resignation of Jim Scott and past Attorney General opinions upholding this resignation.

Jim Scott request payment of back salary and benefits.

11. TRANSFER WORKER'S COMP. & UNEMPLOYMENT COMP. FROM VARIOUS FUNDS TO INSURANCE ESCROW FUND:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to transfer worker's comp. & unemployment comp. in the amount of \$524,590.00 from various funds to Insurance Escrow Fund.

12. SET DATE FOR PUBLIC HEARING ON ABANDONMENT OF A PORTION OF THE GRAVEL ROAD KNOWN AS OIL FIELD ROAD IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set public hearing for March 10 at 2:00 p.m. for abandonment of a portion of the gravel road known as Oil Field Road in Precinct 4. (Recorded in minutes in full)

Charles L. Michulka  
Attorney at Law

Jackie G. Michulka  
Paralegal

Southwestern Bank Plaza, Suite 340  
12,603 Southwest Freeway  
Post Office Box 882  
Stafford, Texas 77477  
Off. (713) 240-2400  
Res. 499-1368

February 7, 1986

County Judge Jodie Stavinoha  
Fort Bend County Commissioner's Court  
County Courthouse  
Richmond, Texas 77469

Re: Precinct Three Justice of the Peace Office Space

Dear Judge Stavinoha:

I regret that I am unable to make this proposal to you in person, but I have a jury selection in Harris County on February 10. Although I can't be there, my thoughts toward the total inadequacy of Judge Stahl's courtroom facilities are shared by others who have experienced the sardine-like conditions of the justice courtroom in Fort Bend County's fastest growing precinct.

It is absolutely essential for the administration of orderly justice to eliminate the chaos caused by the mingling of witnesses, defendants, prospective jurors and persons seeking to transact business in a 5 foot by 30 foot corridor. The commissioners should avail themselves of the timely opportunity and lease the abutting space. Such space can be adapted to better serving the needs of the constituents of this county.

Very truly yours,

*Charles L. Michulka*  
Charles L. Michulka

CLM/jm

00644

AS PER ORIGINAL

Proposed Additional Space  
and Equipment  
Justice of The Peace  
Precinct 3

761 Square feet at 85¢ per square foot = \$646.85 per month

Additional chairs, file cabinets and work table = \$5,358.00

Effective March 01, 1986, add to lines:

3020 Rentals \$6,469.00

1010 Property & Equipment \$5,358.00

PETITION TO CHANGE COUNTY ROAD NAME

People's Petition to change FINNEY ROAD to VALLET ROAD.

Page 6 of Classification and Appraisement Record for school land in Fort Bend County, State of Texas, shows that Section 6 certificates of the H & T.C. Railroad Survey was awarded to ALEX VALLET on December 15, 1882.

WILLIAM VALLET presently owns that section, which includes 100 acres that was previously owned by Lothar Finney.

The road is three (3) miles in length and the section presently owned by WILLIAM VALLET has one (1) mile of frontage. The road has been referred to as VALLET ROAD on maps and orally by numerous oil and gas pipeline companies in the past.

Lothar Finney who never married died in 1962. All relatives of his are also deceased.

We petition Commission's Court to change FINNEY ROAD to VALLET ROAD.

Margaret H. Worthy	<del>Lothar Finney</del>
Robert J. Worthy	Paul Wittich
Clarence A. Farsake	Jane Wittich
Mrs. Phyllis A. Finke	
Mrs. Anna Kowick	Sharon Haley Ford
Frank Kalisch	Eddie Kowick
Sanjuana Morales	Olga Kowick
Ignacio Morales	Willie Vallet
Ralph Kraesche	Annie Vallet
Shirley Kraesche	
Nephele L. Kraesche	
Linda Kraesche	
Harvey Ludwig	
Judy Ludwig	

RESOLUTION IN SUPPORT OF ECONOMIC DEVELOPMENT IN FORT BEND COUNTY

0030

On motion of Commissioner Ben Denham, seconded by Commissioner Alton Pressley, and duly passed, the Fort Bend County Commissioners Court adopted a policy to entertain economic development in Fort Bend County.

The Fort Bend County Drainage District stands ready to assist new and expanding economic development by evaluating the potential nature and extent of drainage problems related to a given site within our jurisdiction.

Our evaluation can include drainage engineering studies and recommendations. Some physical improvements within our chartered powers and the bounds of reason may be possible.

We will make our services available to prospective industries and look forward to opportunities for service.

The Fort Bend County Commissioners Court recognizes the importance of growth in the industrial sector of our economy.

We stand ready within reason to improve roads and drainage to insure the availability of, and accessibility to, industrial sites in our area.

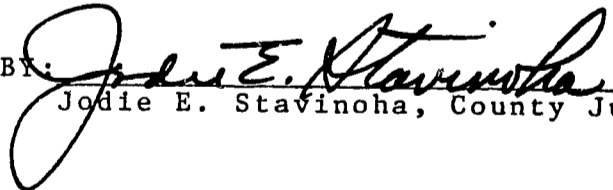
Additionally, we are able under the Texas law to grant a free port tax exemption for goods in process, raw materials and finished products destined for out of state shipment within a nine month production cycle. This free port exemption can make our County particularly attractive for many industries.

We have always been quite responsive to the needs of industry and business when the arrangement is one of mutual benefit to our citizens, and we look forward to being of service.

PASSED AND APPROVED this 10th day of FEBRUARY, 1986.

FORT BEND COUNTY COMMISSIONERS COURT

BY:

  
Jodie E. Stavinoha, County Judge

February 10, 1986

0030

Dear Fort Bend County Commissioners and Auditor:

I was elected Justice of the Peace of Precinct #4 of Fort Bend in November of 1982, and took office on Jan. 1, 1983. I have not received any pay or benefits since September 16, 1985. By this letter to you and by my oral request at today's Commissioners Court meeting, I ask that I be paid in full for my salary and benefits since 9/16/85 to the present. The salary alone will be \$13,333.33 as of Feb. 16, 1986.

As I told you on September 16, 1985, I did not announce for any public office; I did not resign; the Commissioners Court had no resignation from me to accept; and Commissioners Court has no authority or jurisdiction to determine or decide that I did announce. Only a jury in a District Court presided over by an outside District Judge can decide if I announced. Since the above has not been done, I am the Justice of the Peace for Precinct #4 of Fort Bend County. As I told you on 9/16/85, I claimed to be the legal J.P. and told you that I would continue to do the job and stood ready to carry out my job. I have continued since then to tell everyone that I was the legal J.P. and would do my job if asked to do it by anyone.

Please get some good (not from the D.A.) legal advise and promptly

- (1) pay me the back pay of approximately \$13,333.33;
- (2) give me the keys to the J.P. #4 office so the job can be done properly (The County has already lost about \$75,000 in lost revenues); and
- (3) create the second J.P. #4 position required by law since the cities of Sugar Land and Missouri City are over 18,000 population.

-----  
*Jim Scott*  
-----  
J.P. #4 Jim Scott



0030

**THE ATTORNEY GENERAL  
OF TEXAS**

**AUSTIN, TEXAS 78711**

**JOHN L. HULL,  
ATTORNEY GENERAL**

January 20, 1976

The Honorable Richard R. Gonzales    Opinion No. H-767  
County Attorney  
County of Jim Hogg  
Hebbronville, Texas    78361

Re: Whether a justice  
of the peace resigns  
his office on announcing  
his candidacy for a  
second office.

Dear Mr. Gonzales:

You have asked that we render a formal opinion on the following question:

If a Justice of the Peace who has more than one year remaining of his unexpired term announces his candidacy for office as Director of the Water Control and Improvement District in the same County does such candidacy constitute an automatic resignation of the office of Justice of the Peace?

Article 16, section 65 of the Texas Constitution provides in relevant part:

Staggering Terms of Office - The following officers elected at the General Election in November, 1954, and thereafter, shall serve for the full terms provided in this Constitution:

. . .

(j) Justices of the Peace.

. . .



AS PER ORIGINAL

0030

Provided, however, if any of the officers named herein shall announce their candidacy, or shall in fact become a candidate, in any General, Special or Primary Election, for any office of profit or trust under the laws of this State or the United States other than the office then held, at any time when the unexpired term of the office then held shall exceed one (1) year, such announcement or such candidacy shall constitute an automatic resignation of the office then held, and the vacancy thereby created shall be filled pursuant to law in the same manner as other vacancies for such office are filled.

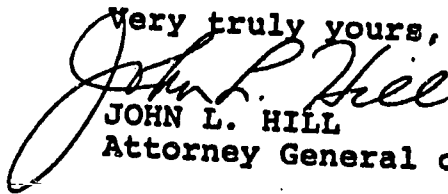
A director of a water control and improvement district must meet certain qualifications (Water Code § 51.072), is elected (Water Code § 51.073), is required to take an oath of office (Water Code § 51.078) and is required to execute a bond (Water Code § 51.079). We believe it is clear that he occupies an office of trust under the laws of this State. See Willis v. Potts, 377 S.W. 2d 622 (Tex. Sup. 1964).

Accordingly, under the clear language of the Constitution, a justice of the peace with more than one year remaining on his term automatically resigns his office on announcing his candidacy for director of a water control and improvement district. See Ramirez v. Flores, 505 S.W.2d 406 (Tex.Civ. App. -- San Antonio 1973, writ ref'd n.r.e.).

S U M M A R Y

A justice of the peace with an unexpired term of more than one year automatically resigns his office on announcing his candidacy for director of a water control and improvement district.

Very truly yours,



JOHN L. HILL  
Attorney General of Texas

RECORDED  
INDEXED

CHECK DATE		
MONTH	DAY	YEAR
02	06	05

CHECK NO
100697

APPROVED:

  
DAVID M. KENDALL, First Assistant

  
C. ROBERT HEATH, Chairman  
Opinion Committee

jwb



R4-614

00651

0030

# The Attorney General of Texas

December 19, 1985

JIM MATTOX  
Attorney General

Supreme Court Building  
P. O. Box 12548  
Austin, TX. 78711-2548  
512/475-2501  
Telex 910/874-1387  
Telecopier 512/475-0266

Honorable Dana Ehrlich  
Lipscomb County Attorney  
P. O. Box 156  
Follett, Texas 79034

Opinion No. JM-395

Re: Whether a justice of the peace  
may simultaneously serve as a member  
of a city council

714 Jackson, Suite 700  
Dallas, TX. 75202-4506  
214/742-8944

Dear Mr. Ehrlich:

4824 Alberta Ave., Suite 160  
El Paso, TX. 79905-2793  
915/533-3484

You request an Attorney General's Opinion on the office of Justice of the Peace, Precinct Three, Lipscomb County. The individual who occupies this office announced his candidacy for the city council of Follett, Texas, a general law city. He won a seat on the council, and began serving as a member of the city council. City council members serve without compensation. When he announced his candidacy for city council, he had over one year left on his unexpired term as justice of the peace. You ask the following questions about this series of events:

1001 Texas, Suite 700  
Houston, TX. 77002-3111  
713/223-5886

1. If a justice of the peace who has more than one year remaining of his unexpired term announces his candidacy for office of city council member of the city of Follett, Texas, does such announcement constitute an automatic resignation of the office of justice of the peace under article XVI, section 65 of the Texas Constitution?

806 Broadway, Suite 312  
Lubbock, TX. 79401-3479  
806/747-5238

2. If the justice of the peace wins the election and takes the oath of office for city council member of the city of Follett, Texas, is such justice of the peace barred from holding his justice of the peace office by the dual office holding provisions of article XVI, section 40 of the Texas Constitution?

4309 N. Tenth, Suite B  
McAllen, TX. 78501-1685  
512/682-4547

3. Would holding both offices violate the separation of powers doctrine in article II, section 1 of the Texas Constitution?

200 Main Plaza, Suite 400  
San Antonio, TX. 78205-2797  
512/225-4191

An Equal Opportunity/  
Affirmative Action Employer

Article XVI, section 65 of the Texas Constitution provides in part:

0030

Sec. 65. Staggering Terms of Office -- The following officers elected at the General Election in November, 1954, and thereafter, shall serve for the full terms provided in this Constitution:

(a) District Clerks; (b) County Clerks; (c) County Judges; (d) Judges of County Courts at Law, County Criminal Courts, County Probate Courts and County Domestic Relations Courts; (e) County Treasurers; (f) Criminal District Attorneys; (g) County Surveyors; (h) Inspectors of Hides and Animals; (i) County Commissioners for Precincts Two and Four; (j) Justices of the Peace.

. . . .

Provided, however, if any of the officers named herein shall announce their candidacy, or shall in fact become a candidate, in any General, Special or Primary Election, for any office of profit or trust under the laws of this State or the United States other than the office then held, at any time when the unexpired term of the office then held shall exceed one (1) year, such announcement or such candidacy shall constitute an automatic resignation of the office then held, and the vacancy thereby created shall be filled pursuant to law in the same manner as other vacancies for such office are filled. (Emphasis added).

A justice of the peace is subject to this provision of the constitution. The issue to be addressed is whether the office of city council member is an "office of . . . trust under the laws of this State. . . ." It is not an office of profit, since you inform us that city council members are not compensated.

In Ramirez v. Flores, 505 S.W.2d 406 (Tex. Civ. App. - San Antonio 1973, writ ref'd n.r.e.), the court determined that a county commissioner who became a candidate for school trustee automatically resigned his office as a commissioner. The court stated that

[i]t is settled in Texas that a trustee of an independent school district holds an office of trust under the laws of this state. Kimrough v. Barnett, 93 Tex. 301, 55 S.W. 120 (1900); Lee v. Leonard Independent School District, 24 S.W.2d 449 (Tex. Civ. App. - Texarkana 1930, writ ref'd).

505 S.W.2d at 409. The cases relied on in Ramirez v. Flores state that school trustees are public officers. Kimbrough v. Barnett, 55 S.W. 120 (Tex. 1900) relied on the following definition of "office":

Public office is the right, authority, and duty created and conferred by law, by which, for a given period, either fixed by law, or enduring at the pleasure of the creating power, an individual is invested with some portion of the sovereign functions of the government, to be exercised by him for the benefit of the public.

55 S.W. at 122 (quoting Mechem on Public Officers, §1). The court then enumerated major powers of the school trustees as follows: (1) to adopt rules, regulations, and bylaws, (2) to select officers of the board, (3) to control and manage the schools, (4) to hold title to school property, (5) to sue and be sued, (6) to employ teachers and disburse the school fund. Finally, trustees exercise duties derived from the law itself, not set by contract, and the terms of office are fixed by statute. Id.

Kimbrough v. Barnett stated the definition of "officer" accepted in Texas law today. See Green v. Stewart, 516 S.W.2d 133 (Tex. 1974); Attorney General Opinion MW-415 (1981); see also Attorney General Opinion MW-418 (1981). The Ramirez v. Flores court used the Kimbrough test to determine what constitutes "an officer of trust" within article XVI, section 65. Thus, the individual who holds an office of trust

is invested with some portion of the sovereign functions of the government, to be exercised by him for the benefit of the public.

Kimbrough v. Barnett, supra at 122. See also Attorney General Opinions JM-132 (1984); H-767 (1976).

A member of the city council of a home rule city holds an "office under the state." Willis v. Potts, 377 S.W.2d 622, 625 (Tex. 1964) (construing article III, section 19). He engages in governmental activities and exercises a portion of the sovereign powers of the state in matters such as public health, traffic regulation, and keeping of the peace. Willis v. Potts, supra, at 624-25.

Members of the city council of a general law city also engage in governmental activities and exercise a position of the sovereign powers of the state. The city council may enact ordinances for the government, peace, and trade of the city. V.T.C.S. art. 1011. The city council has zoning power. V.T.C.S. arts. 1011a-1011j. It has various specific powers to make regulations concerning the public

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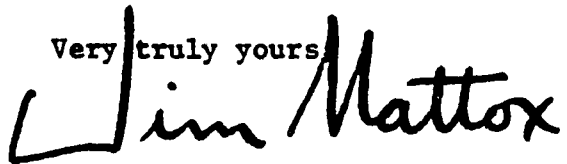
health, public peace, control of the streets, taxation and licensing. V.T.C.S. arts. 1015, 1016. See also V.T.C.S. arts. 1140, 1145, 1146 (powers of board of aldermen of general law city incorporated under article 1133, V.T.C.S.). The city council also has authority to establish the powers and compensation of officers where these matters are not established by law. Members of the city council of a general law city are elected for a specific term and exercise powers conferred by law, not contract. V.T.C.S. arts. 978, 979; see also Tex. Const. art. XI, §11.

We conclude that a member of the city council of a general law city holds an "office of . . . trust under the laws of this state" within article XVI, section 65 of the Texas Constitution. In answer to your first question, the justice of the peace who announced his candidacy for city council member when he had more than one year remaining on his term automatically resigned his office as justice of the peace pursuant to article XVI, section 65 of the Texas Constitution. Ramirez v. Flores, supra; Attorney General Opinions JM-132 (1984); H-767 (1976); C-43 (1963). Since we have concluded that the individual in question no longer holds the office of justice of the peace, we need not consider whether the other provisions about which you inquire would bar him from holding both offices. Consequently, we will not answer your second and third questions.

S U M M A R Y

A member of the city council of a general law city holds an "office . . . of trust under the laws of this State" within article XVI, section 65 of the Texas Constitution. If a justice of the peace becomes a candidate for the city council position when more than a year remains on his term, he automatically resigns his office as justice of the peace pursuant to article XVI, section 65.

Very truly yours,



J I M M A T T O X  
Attorney General of Texas

JACK HIGHTOWER  
First Assistant Attorney General

MARY KELLER  
Executive Assistant Attorney General

ROBERT GRAY  
Special Assistant Attorney General

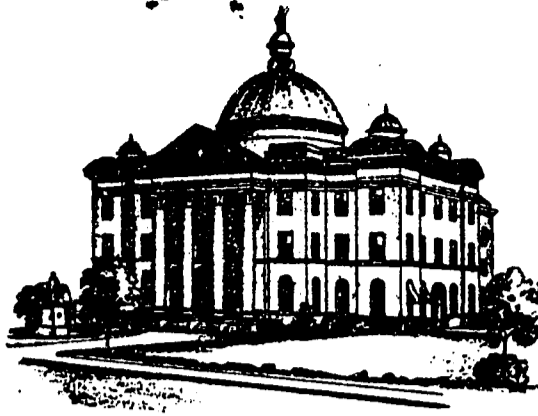
0030

RICK GILPIN  
Chairman, Opinion Committee

Prepared by Susan L. Garrison  
Assistant Attorney General

00856

0030



AS PER ORIGINAL

JOYCE TOMPKINS

COUNTY AUDITOR

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549  
RICHMOND, TEXAS  
77469

September 23, 1985

FINAL SALARY & TRAVEL EXPENSE - JIM SCOTT-JP Pct #4

Pay period 09/07/85 - 09/20/85

Scott's automatic resignation date 9-16-85

Salary and travel expense calculated as follows:

Salary due - 10 days @ 87.67 per day = 876.70 (calculation- \$32000. annual salary  
÷ 365 days per year  
= 87.67 per day )

Travel allowance due - 16 days @ 13.34 per day = 213.44 (calculation- \$ 400. monthly allowance  
÷ 30 days  
= 13.34 per day )



AS YOU THINK, YOU CREATE

FORT BEND COUNTY PAYROLL FUND

NAME		PAY PERIOD	PAY PERIOD START DATE	PAY PERIOD END DATE	PAYROLL CHECK DATE	SOC.-SEC.-N	CHECK-NO.		
SCOTT JR, JAMES M		19	09/07/85	09/20/85	09/26/85	432-82-	00657		
EMPLOYEE DEDUCTIONS	CURRENT DEDUCTION	Y-T-D DEDUCTION	SALARY DESCRIPTION		RATE	HOURS	CURRENT GROSS	Y-T-D GROSS	
F.I.C.A.	62.51	1629.97	FLAT-AMT.				876.70	23030.51	
PENSION	62.07	1618.37							
CREDIT-UNION			LONGEVITY		5.00	2.00	10.00	90.	
UNITED-WAY			TRANS/TRAVEL					3200.	
DEFERRED-COMP.									
FEDERAL-WH.	87.28	3025.80							
MANDATORY-WH.									
MAND. CHILD-SUP.									
N.P.S.F.									
N.P.S.P. / DENTAL-INS.		69.52							
EMPLOYER PAID BENEFITS	CURRENT AMOUNT	Y-T-D AMOUNT	WITHHOLDING STATUS				TOTAL-GROSS	TOTAL-DED.	TOTAL-NET
F.I.C.A.	62.51	1629.97	MARRIED EXEMP=05				886.70	211.86	674.84
PENSION	62.07	1618.37	% ADD:						
INSURANCE		1571.30	USED:	VACATION	SICK	COMP	NOT NEGOTIABLE		
WORKMANS-COMP.	4.00	46.00	AVAIL:				* KEEP THIS STUB * FOR YOUR RECORDS		

PAYROLL CHECK

THE COUNTY OF FORT BEND  
RICHMOND, TEXAS

CHECK DATE		
MONTH	DAY	YEAR
09	26	85

CHECK NO.
102702

REPUBLICBANK RICHMOND  
RICHMOND, TEXAS 77469

\*\*\* SIX HUNDRED SEVENTY FOUR DOLLARS AND EIGHTY FOUR CENTS \*\*\*

AMOUNT
*****674.84*****

PAY TO THE ORDER OF

SCOTT JR, JAMES M  
13935 IVYMOUNT  
SUGARLAND  
TX 77478

COUNTY AUDITOR

JUSTICE OF THE PEACE PCT. # 4

NON-NEGOTIABLE

COUNTY TREASURER

⑈ 102702 ⑈ ⑆11115523⑆ 90⑈0029⑈1⑈

AS YOU THINK, YOU CREATE

FORT BEND COUNTY PAYROLL FUND

NAME		PAY PERIOD	PAY PERIOD START DATE	PAY PERIOD END DATE	PAYROLL CHECK DATE	SOC.-SEC.-NO.	CHECK-NO.		
ADOLPHUS, JAMES C		19	09/07/85	09/20/85	09/26/85	460-46-5749	102697		
EMPLOYEE DEDUCTIONS	CURRENT DEDUCTION	Y-T-D DEDUCTION	SALARY DESCRIPTION		RATE	HOURS	CURRENT GROSS	Y-T-D GROSS	
F.I.C.A.	24.72	24.72	FLAT-AMT.				350.68	350.	
PENSION									
CREDIT-UNION									
UNITED-WAY									
DEFERRED-COMP.									
FEDERAL-WH.	30.54	30.54							
MANDATORY-WH.									
MAND. CHILD-SUP.									
N.P.S.F.									
N.P.S.P.									
EMPLOYER PAID BENEFITS	CURRENT AMOUNT	Y-T-D AMOUNT	WITHHOLDING STATUS				TOTAL-GROSS	TOTAL-DED.	TOTAL-NET
F.I.C.A.	24.72	24.72	MARRIED EXEMP=00				350.68	55.26	295.42
PENSION			% ADD:						
INSURANCE	145.57	145.57	USED:	VACATION	SICK	COMP	NOT NEGOTIABLE		
WORKMANS-COMP.	1.00	1.00	AVAIL:	.87	.70		* KEEP THIS STUB * FOR YOUR RECORDS		

PAYROLL CHECK

THE COUNTY OF FORT BEND  
RICHMOND, TEXAS

CHECK DATE		
MONTH	DAY	YEAR
09	26	85

CHECK NO.
102697

REPUBLICBANK RICHMOND  
RICHMOND, TEXAS 77469

\*\*\* TWO HUNDRED NINETY FIVE DOLLARS AND FORTY TWO CENTS \*\*\*

AMOUNT
*****295.42*****

PAY TO THE ORDER OF

ADOLPHUS, JAMES C  
914 BENT CREEK  
RICHMOND  
TX 77469

COUNTY AUDITOR

JUSTICE OF THE PEACE PCT. # 4

NON-NEGOTIABLE

COUNTY TREASURER

⑈ 102697 ⑈ ⑆11115523⑆ 90⑈0029⑈1⑈

**Art. 16, § 61**

**Notes 7**

County v. Hunt (Civ.App.1965) 388 S.W.2d 459.

Even if official reporter of county civil court at law had been an officer within provision of this section requiring all fees earned by officers to be paid into county treasury, county would not have been entitled to recover anything from him for failure to account in view of his retention of fees in good faith under belief that he was entitled thereto by statute which had never been held invalid or unconstitutional. *Id.*

Chief juvenile probation officer of county, though possessed with authority to perform certain sovereign functions, was not permitted to exercise those functions independent of control of juvenile board and, hence, was not a public officer as opposed to an employee and could not, therefore, be held liable for failure to pay into county treasury all fees which he had earned but not collect-

ed. Harris County v. Schoenbacher (Civ. App.1979) 594 S.W.2d 106, ref. n.r.e.

Question of fact precluding summary judgment was raised with respect to whether chief juvenile probation officer of county had in fact both earned and collected fees which he may have negligently passed on with support payments to intended recipients thereof instead of to county treasury. *Id.*

**9. Jurisdiction**

Trial court did not lack jurisdiction to order issuance of writ of mandamus compelling commissioners court to set reasonable salary and provide county constables with reasonable expenses of office and travel expenses. Commissioners Court of Houston County v. Rodgers (App. 12 Dist.1985) 691 S.W.2d 753.

**§§ 62, 63. Repealed by Acts 1975, 64th Leg., S.J.R. No. 3**

Repeal of these sections was proposed by S.J.R. No. 3, Acts 1975, 64th Leg., and was approved by voters at election held April 22, 1975.

Prior to repeal, § 62 was amended Nov. 4, 1958; Nov. 8, 1966; and Nov. 5, 1968.

See, now, § 67 of this article.

**§ 64. Terms of office, certain offices**

**Notes of Decisions**

**1. In general**

The offices of Inspector of Hides and Animals and of Public Weigher are not established by this section or § 65 of this article for each county of the state, nor does V.A.T.S. Election Code, art. 13.08 es-

tablish such offices; the offices are otherwise statutorily established, but the Office of Inspector of Hides and Animals in Harris County has been statutorily abrogated and the Office of Public Weigher in Harris County is an appointive office, not an elective office. Op.Atty.Gen.1977, No. H-995.

**§ 65. Transition from two year to four year terms of office**

Sec. 65. Staggering Terms of Office—The following officers elected at the General Election in November, 1954, and thereafter, shall serve for the full terms provided in this Constitution:

- (a) District Clerks; (b) County Clerks; (c) County Judges; (d) Judges of County Courts at Law, County Criminal Courts, County Probate Courts and County Domestic Relations Courts; (e) County Treasurers; (f) Criminal District Attorneys; (g) County Surveyors; (h) Inspectors of Hides and Animals; (i) County Commissioners for Precincts Two and Four; (j) Justices of the Peace.

Notwithstanding other provisions of this Constitution, the following officers elected at the General Election in November, 1954, shall serve only for terms of two (2) years: (a) Sheriffs; (b) Assessors and Collectors of Taxes; (c) District Attorneys; (d) County Attorneys; (e) Public Weighers; (f) County Commissioners for Precincts One and Three; (g) Constables. At subsequent elections, such officers shall be elected for the full terms provided in this Constitution.

In any district, county or precinct where any of the aforementioned offices is of such nature that two (2) or more persons hold such office, with the result that candidates file for "Place No. 1," "Place No. 2," etc., the officers elected at the General Election in November, 1954, shall serve for a term of two (2) years if the designation of their office is an uneven number, and for a term of four (4) years

## CONSTITUTION

W.2d ed. *Harris County v. Schoenbacher* (Civ. App.1979) 594 S.W.2d 106, ref. n.r.e.

Question of fact precluding summary judgment was raised with respect to whether chief juvenile probation officer of county had in fact both earned and collected fees which he may have negligently passed on with support payments to intended recipients thereof instead of to county treasury. Id.

## 9. Jurisdiction

Trial court did not lack jurisdiction to order issuance of writ of mandamus compelling commissioners court to set reasonable salary and provide county constables with reasonable expenses of office and travel expenses. *Commissioners Court of Houston County v. Rodgers* (App. 12 Dist.1985) 691 S.W.2d 758.

## 64th Leg. S.J.R. No. 3

Prior to repeal, § 62 was amended Nov. 4, 1958; Nov. 8, 1966; and Nov. 5, 1968.

See, now, § 67 of this article.

## Offices

Establish such offices; the offices are otherwise statutorily established, but the Office of Inspector of Hides and Animals in Harris County has been statutorily abrogated and the Office of Public Weigher in Harris County is an appointive office, not an elective office. Op.Atty.Gen.1977, No. H-995.

## Four year terms of office

Office—The following officers elected at the and thereafter, shall serve for the full terms

(a) Clerks; (b) County Judges; (c) Judges of Criminal Courts, County Probate Courts and (e) County Treasurers; (f) Criminal District (h) Inspectors of Hides and Animals; (i) Two and Four; (j) Justices of the Peace. of this Constitution, the following officers November, 1954, shall serve only for terms of lessors and Collectors of Taxes; (c) District (e) Public Weighers; (f) County Commission- (d) Constables. At subsequent elections, such terms provided in this Constitution.

where any of the aforementioned offices is persons hold such office, with the result that "Place No. 2," etc., the officers elected at the shall serve for a term of two (2) years if the even number, and for a term of four (4) years

## CONSTITUTION

if the designation of their office is an even number. Thereafter, all such officers shall be elected for the terms provided in this Constitution.

Provided, however, if any of the officers named herein shall announce their candidacy, or shall in fact become a candidate, in any General, Special or Primary Election, for any office of profit or trust under the laws of this State or the United States other than the office then held, at any time when the unexpired term of the office then held shall exceed one (1) year, such announcement or such candidacy shall constitute an automatic resignation of the office then held, and the vacancy thereby created shall be filled pursuant to law in the same manner as other vacancies for such office are filled.

Amended Nov. 4, 1958.

## Law Review Commentaries

Annual survey of Texas law: Election law. Charles L. Babcock and Michael H. Collins, 35 Southwestern L.J. (Tex.) 422 (1981).

## Library References

Counties ¶65.  
District and Prosecuting Attorneys ¶2(5).  
Judges ¶7.  
Sheriffs and Constables ¶5.  
States ¶51.  
C.J.S. Counties §§ 106, 107.  
C.J.S. District and Prosecuting Attorneys § 6 et seq.  
C.J.S. Judges § 20 et seq.  
C.J.S. Sheriffs and Constables § 8.  
C.J.S. States §§ 49, 72, 77.

## Notes of Decisions

Construction and application 1  
Validity 1/2

## 1/2. Validity

Neither provision of Art. 3, § 19, rendering officeholders ineligible for Texas legislature if his current term will not expire until after the legislative term to which he aspires begins or provision of this section that holders of certain offices automatically resign their positions if they become candidates for any other elected office unless unexpired portion of current term is less than one year violates the First Amendment. *Clements v. Fashing* (1982) 102 S.Ct. 2836, 457 U.S. 957, 73 L.Ed.2d 508, rehearing denied 103 S.Ct. 20, 458 U.S. 1133, 73 L.Ed.2d 1404, on remand 689 F.2d 593.

Equal protection clause does not forbid Texas from restricting one elected officeholder's candidacy for another elected office unless and until it places similar restrictions on other officeholders and, hence the "resign-to-run" provision of this section, i.e., that holders of certain offices automatically

## Art. 16, § 65

Note 1

resign if they become candidates for any other elected office unless unexpired portion of current term is less than one year, did not violate equal protection clause because it did not apply to all officeholders in addition to plaintiffs, who were county judge, two justices of the peace and a Constable. (Per Justice Rehnquist, with the Chief Justice, Justice Powell and Justice O'Connor concurring and Justice Stevens concurring in judgment.) Id.

The "resign-to-run" provision of this section, i.e., that holders of certain offices automatically resign their positions if they become candidates for any elected office unless unexpired portion of their current term is less than one year, does not violate equal protection and may be upheld under the rational basis test as consistent with the "one step at a time" approach as it is a creature of state's electoral reforms of 1958 and fact that the state did not go further in applying the automatic resignation provision to those officeholders whose terms were not extended was not, absent invidious purpose, the sort of malfunctioning of the state's lawmaking process forbidden by equal protection clause. (Per Justice Rehnquist, with the Chief Justice, Justice Powell and Justice O'Connor concurring and Justice Stevens concurring in judgment.) Id.

Provision of this section, establishing staggered terms for county commissioners, did not effectuate unconstitutional denial of right to vote in violation of equal protection and due process requirements of the United States Constitution, either on its face or as applied to voters who would have been entitled to vote for county commissioner at the next election but who, because of redistricting, were transferred to districts in which they would not be entitled to vote for county commissioner until the second following election. *Pate v. El Paso County, Tex.* (D.C.1972) 337 F.Supp. 95, affirmed 91 S.Ct. 55, 400 U.S. 806, 27 L.Ed.2d 38.

## 1. Construction and application

Texas justice of the peace, alleging that he would run for Texas legislature but for

**Art. 16, § 16 GENERAL PROVISIONS**

**Note 14**

subject to provision of this article for stock assessments on stockholders of banks. Id.

Acts 1939, 46th Leg. p. 72, constitutes loan and investment corporations as corporate bodies with banking and discounting privileges upon their compliance with the requirements of the act itself, and amendments thereto, and the Constitution. Op. Atty.Gen., 1939, No. 1542.

When cattle belonging to a certain loan and trust company acquired a situs in Aransas County on January 1, of several years, cattle were properly subject to taxation by such county. Op. Atty.Gen., 1943, No. 0-4202-A.

**15. Deputies**

Deputies and assistants performing duties required by Certificate of Title Act must be employed in same manner as any other deputy tax assessor-collector, and their salaries and other expenses incurred in enforcement of such act, upon approval of commissioners' court, may be paid out of certificate of title funds. Op. Atty.Gen., 1943, No. 0-5447.

**16. Evidence**

That bank closed and later sold assets to another bank in void transaction raises presumption of insolvency of bank, giving rise to constitutional liability of stockholders for its debts. *Fellows v. Shaw*, Civ. App., 66 S.W.2d 741.

**17. Repeals**

The repeal of the provision of this section for stock assessments against bank stockholders without any saving clause by the 1937 amendment, did not abate a suit on a liability which had fully accrued, before such repeal. *Kaliski v. Gossett*, Civ. App., 109 S.W.2d 310.

The amendment of this section and of Vernon's Ann. Civ. St. art. 535 (repealed, but see art. 342-401), so as to eliminate former added liability of bank stockholders indicates a public policy to remove that burden in order to encourage investments in the banking business in which the public is interested. *Gossett v. Hamilton*, Civ. App., 133 S.W.2d 297.

Where repeal of provision of this section imposing liability on stockholders for debts of bank to extent of holdings became effective on September 8, 1937, the insolvency of bank on September 7, 1937, was a necessary condition precedent to liability of stockholder for debts then owing by bank, notwithstanding its insolvency 23 days later. Id.

Where repeal of provision of this section for added liability of bank stockholders became effective on September 8, 1937, 23 days before bank closed its doors and was taken over by banking commissioner, banking commissioner failed to make out prima facie showing of right to recover assessment from stockholder in absence of evidence that bank was insolvent on September 7, 1937. Id.

If stockholder was liable for debts owing by bank to its depositors on September 7, 1937, under the constitutional and statutory provisions then in force, such liability was a "property right" which was not destroyed by repeal which became effective on September 8, 1937, of constitutional provision fixing liability of bank stockholders, and of statutory provision. Id.

The amendment of this section repealing provision for added liability of bank stockholders, and consequent repeal of statute in force at time amendment became effective, did not destroy binding effect of stockholder's contractual obligation to pay debts of the bank, arising from his stock ownership, before such repeal, since such was a vested property right in creditors of the bank. Id.

Where repeal of provision of this section imposing added liability on stockholders for debts of bank became effective on September 8, 1937, 23 days before bank closed its doors and was taken over by banking commissioner, commissioner could not recover assessment from original stockholder without proof that bank was insolvent on September 7, 1937, since to do so would be to deprive him of his property rights contrary to constitutional guaranty of due process of law. Id.

**§ 17. Officers to serve until successors qualified**

**Sec. 17.** All officers within this State shall continue to perform the duties of their offices until their successors shall be duly qualified.

**INTERPRETIVE COMMENTARY**

This provision, that officers shall hold over after the expiration of their terms until their successors are elected or appointed and have qualified, was placed in the constitution to prevent public con-

venience from  
sure against  
causes provi

Earlier Constitution  
Const. 1845, art. V  
Const. 1861, art. V

Duration of offices  
Terms of office, sta

Ballots 10  
Construction and  
Failure to qualify  
Holding over in ge  
Injunction 9  
Other office, appoi  
Removal 6  
Resignation 4  
Retirement 8  
Terms of office in g

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v. State, 88 Cr. R.

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132 S.W.2d 322.*

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vacancies in office  
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## QUALIFICATION OF SUCCESSORS **Art. 16, § 17**

Note 3

venience from suffering because of a vacancy in office, and to insure against vacancies in office except in classes of cases or for causes provided for in other sections of the constitution.

### Historical Note

#### Earlier Constitutions:

Const. 1845, art. VII, § 23.  
Const. 1861, art. VII, § 23.

Const. 1866, art. VII, § 23.  
Const. 1869, art. XII, § 16.

### Cross References

Duration of offices not fixed by Constitution, see section 30 of this Article.  
Terms of office, statutory provisions, see Vernon's Ann.Civ.St. art. 18.

### Notes of Decisions

#### Ballots 10

Construction and application 1  
Failure to qualify 5  
Holding over in general 3  
Injunction 9  
Other office, appointment to 7  
Removal 6  
Resignation 4  
Retirement 8  
Terms of office in general 2

#### 2. Terms of office in general

Under Const. art. 5, § 18, this section, and Vernon's Ann.Civ.St. arts. 2339, 2341; V.A.T.S. Election Code, arts. 8, 34, 836, county commissioner's term expired when result of election was required to be declared, and if no commissioner was elected there was a vacancy, and defendant's subsequent qualification was not premature. *Tom v. Klepper*, Civ.App., 172 S.W. 721.

Under City Charter of San Antonio, as amended in 1915, enumerating elective and appointive officers of city and providing that officers and employes shall hold office for two years, the city marshal not being enumerated, although an officer contemplated by this section, is an employe, and not officer appointed by mayor. *Uhr v. Lancaster*, Civ.App., 187 S.W. 379, 381.

The terms of the Railroad Commissioners begin on the first day of January following the general election. The successor to an incumbent commissioner may qualify and assume the duties of the office on that date or at a later date, and when such is done, the right of the incumbent commissioner to hold office ceases. *Op. Atty. Gen.*, 1910, No. 2959.

The right to office of a certain Board of Directors of certain County Conservation and Reclamation District, the need for confirmation of the appointment of members by the Senate, the right of the secretary, treasurer and general manager to compensation, the filling of vacancies on the board, and the terms of office of members considered. *Op. Atty. Gen.*, 1942, No. 4920.

#### 3. Holding over in general

In 1859, at the time of the election of a city clerk at El Paso, the charter provided for his election by the council on the third Tuesday of the second Tuesday in April, of each odd numbered year. By amendment, taking effect April 11, 1891, the time of election to that office was changed to the third Tuesday in April, of 1893, and of each odd numbered year thereafter. *Held*,

#### 1. Construction and application

This section refers to state and county officers, and not to non-elected officers of municipal corporations. *Stubbs v. City of Galveston*, 3 App.C.C. § 145.

In *Underwood v. Childress Independent School Dist.*, Civ.App., 140 S.W. 773, error dismissed, the court said, with reference to this section and section 30 of this article: "In our opinion, section 30 is a limitation upon the authority of the Legislature and of city councils and other municipal bodies to fix a term of office to continue longer than two years, while section 17 acts directly upon the officers themselves, and its purpose was to prevent a break in the public service and to insure continuity by requiring all officers, after their respective terms of office had expired, to 'continue to perform the duties of their offices until their successors shall be duly qualified'".

It being plain that in the Constitution the terms "and" and "or" are used as convertible terms, it will be presumed that the Legislature used them in that sense in a statute. *Alexander v. State*, 84 Cr.R. 75, 204 S.W. 644.

This section was self-operative. *Berlew v. State*, 88 Cr.R. 241, 225 S.W. 518.

This section is self-executing, and is mandatory. *Common School Dist. No. 1 of Yoakum County v. Hayhurst*, Civ.App., 122 S.W.2d 322.

The purpose of this section is to prevent vacancies in office and the consequent cessation of the functions of government. *Id.*

## VACANCIES IN JUDICIAL OFFICES Art. 5, § 28

By re-establishing the lower courts, the convention was able to reduce the number of district courts and was able to bring about the settlement of many disputes on a lower judicial level with an accompanying decrease in cost to the litigants.

This present provision, making it mandatory for the legislature to provide for the transfer of all business, civil and criminal, pending in district courts which now fell within the province of the lower courts, to the lower courts newly re-established, was placed in the constitution to give the benefit of the economy of the lower courts to litigants with cases pending, and also to give these litigants a greater "measure of justice unobtainable under the radical republican judges of the district courts".

### Notes of Decisions

Fees 2  
Probate matters 1

business, civil and criminal," included probate matters. *Bowser v. Williams*, 6 C.A. 197, 25 S.W. 453.

#### 1. Probate matters

Under this section and art. 5, §§ 8, 16, a judgment was void which was rendered in the district court in 1881 in an action to annul a will, begun in such court in 1875, since the provision for "the transfer of all

#### 2. Fees

A district clerk compensated on a fee basis is not entitled to fees for transferring a misdemeanor case from district to county court, said case being later dismissed on motion of county attorney. *Op. Atty.Gen.*, 1943, No. 0-5604.

### § 28. Vacancies in judicial offices

Sec. 28. Vacancies in the office of Judges of the Supreme Court, the Court of Criminal Appeals, the Court of Civil Appeals and District Courts shall be filled by the Governor until the next succeeding general election; and vacancies in the office of County Judge and justices of the peace shall be filled by the Commissioners Court until the next general election for such offices. As amended Aug. 11, 1891, proclamation Sept. 22, 1891.

### INTERPRETIVE COMMENTARY

In keeping with the executive power of appointment, the governor is empowered to fill vacancies in the offices of judges of the supreme court, the court of criminal appeals, the court of civil appeals and district courts.

Since the county and justice courts are not state or district offices, the power to fill vacancies in these courts is conferred upon the governing body of the county, the commissioners court. And a statute which seeks to provide for the filling of vacancies in the judgeships of such courts is unconstitutional. See *State ex rel. Peden v. Valentine*, Civ.App., 198 S.W. 1006 (1917), error refused.

The judge appointed to fill the vacancy in any of the courts mentioned holds office only for the unexpired term of his predecessor

**Art. 5, § 26****Note 3**

discretionary one, for purposes of this section's prohibition against appeals by the state in criminal cases. (Per Roberts, J., with one Judge concurring specially.) *White v. State* (Cr.App.1976) 543 S.W.2d 366.

Criminal case which is pending in the United States Supreme Court on writ of certiorari directed to the Texas Court of Criminal Appeals is still pending as a criminal case for purposes of this section's prohibition against appeals by the state since the United States Supreme Court can act to

overrule the finality of the Texas court judgment. (Per Roberts, J., with one Judge concurring specially.) *Id.*

Petition for certiorari in the United States Supreme Court for review of a judgment of the Texas Court of Criminal Appeals falls within this section's prohibition against the state taking an "appeal in criminal cases;" such appeals by the state are forbidden by this section and cannot be permitted even though federal constitutional rights are being asserted by the state. (Per Roberts, J., with one Judge concurring specially.) *Id.*

**§ 28. Vacancies in judicial offices****Sec. 28. Vacancies In Offices Of Judges Of Superior Courts To Be Filled By The Governor.**

Vacancies in the office of judges of the Supreme Court, the Court of Criminal Appeals, the Court of Civil Appeals and the District Courts shall be filled by the Governor until the next succeeding General Election; and vacancies in the office of County Judge and Justices of the Peace shall be filled by the Commissioners Court until the next succeeding General Election.

Amended Nov. 4, 1958.

**Library References**

Judges ¶8.

Justices of the Peace ¶8.

C.J.S. Judges § 29 et seq.

C.J.S. Justices of the Peace § 8.

**Notes of Decisions****Appointment by governor 5****1. Vacancies and terms of office in general**

Under provision of this Article, that vacancies in office of county judge and justice of peace shall be filled by appointment until the next general election "for such offices," quoted phrase is unambiguous and required determination that one appointed in 1955 to serve unexpired term of resigned justice of the peace whose term would have expired in 1956, but whose term had been extended by § 18 of this Article and Art. 16, § 65, could continue in office until 1958 general election, and there was no vacancy to be filled in 1956 election. *Rawlins v. Drake* (Civ. App.1956) 291 S.W.2d 349.

Where a vacancy in the office of justice of the peace occurred during the term which runs through December 31, 1970, the person appointed to that office pursuant to this section, on October 1, 1969, is entitled, by virtue of Art. 16, § 17, to hold his office during the period between the general elec-

tion held on November 3, 1970, and January 1, 1971. *Op. Atty. Gen.* 1970, No. M-742.

The commissioners court has no power or duty to appoint anyone to the office of justice of the peace between Nov. 3, 1970 and Jan. 1, 1971 because there is no vacancy in the office. The person elected to such office at the general election on November 3, 1970, for the term beginning on January 1, 1971, cannot qualify and enter into office prior to January 1, 1971, even though he has a certificate of election. *Id.*

If the commissioners court order abolishes precinct no. 2 and creates a new precinct no. 2, including land detached from precinct no. 1, the new precinct no. 2 comes into being with a vacancy in the office of justice of the peace. The vacancy would be filled by order of the court until the next succeeding general election. *Op. Atty. Gen.* 1972, No. M-1176.

No vacancy will exist in justice of the peace precinct no. 1, Childress County, where by order of the commissioners court part of the land in the precinct is detached and transferred to another precinct but precinct no. 1 is not abolished. *Id.*

A state district judge appointed on June 17, 1981, to fill a vacancy on the Supreme Court created by the death of the previous officeholder on June 10, 1982, may serve until January, 1983, and there is no unexpired term and/or vacancy between the November 2, 1982, general election and January 1, 1983, which would be subject to the provisions of V.A.T.S. Election Code, art.

**CONSTITUTION****CONSTITUTION**

18.12a, which govern nomination and election to unexpired terms. *Election Opinion No. DAD-35* (1982).

**2. Commissioners' court, filling vacancies**

The judge of County Court of County at Law No. 2 is not a county judge within provision of this section, that judges in office of county judge shall be elected by county commissioners' court until the next general election for such office, in view of differences in titles and jurisdiction of courts and functions, qualifications and salaries of judges thereof. *Sterrett v. M.* (Civ. App.1956) 294 S.W.2d 201.

When the order of the Commissioners Court of Bexar County abolishing Precincts Three, Four, Five, Six, Seven and Eight and creating from the same territory Precincts Three, Four and Five became effective January 1, 1969, the offices of Justice of the Peace of Precincts Three through Eight ceased to exist and the offices of Justice of the Peace of Precincts Three, Four and Five came into being with an existing vacancy. Paragraph (a) of Vernon's Ann. Civ. Stat. 2351½, authorizing the election of judges to fill the offices of Justice of the Peace created under such circumstances, is unconstitutional because it is in conflict with the exclusive power of the Commissioners Court to fill such vacancies by appointment under this section. *Op. Atty. Gen.* 1968, M-562.

**2. Elections**

There is no provision in the Statutes, the Revised Civil Statutes

**§ 29. County Court; terms of office; prosecutions; jury****Notes of Decisions**

Fixing term 9

Jury 8

**1. Terms of county court**

A certified copy of order of County Court, dated February 11, 1963, fixing two terms of County Court, to run from January 1 to June 30, and from July 1 to December 31, 1963, is not proof of a vacancy did not subsequently enter an order of court as set out in captioned script; after expiration of one term of County Court, Commissioners' Court would be required to fix new terms of County Court. *State* (Cr. App.1965) 396 S.W.2d 8.

In fixing terms of County Court, Commissioners Court performs a judicial function and its order is subject

## Title 44

## POWERS AND DUTIES

## Art. 2355

Order of commissioners' court "that the tax rate for the county is adopted and which rates are as follows" was a sufficient tax levy. *Victory v. State* (1942) 138 T. 285, 158 S.W.2d 760.

Order of commissioners' court "that the following tax rates be levied" was a valid tax levy. *Id.*

## 4. Regular term of court

Tax cannot be levied at called session of county court or without full membership of court. *Free v. Scarborough* (1888) 70 T. 672, 8 S.W. 490.

Under this article and art. 2348, and act of 1879, art. 7206, creating another term by requiring court to convene as board of equalization on second Monday in June of each year, term created by act of 1879 became regular and not called term, so that county tax could be levied at such term under this article. *Staten v. State* (1912) 63 Cr.R. 592, 141 S.W. 525.

Under this article order of commissioners' court at special session levying county occupation tax for taking orders for intoxicating liquors was without effect, and would not support conviction for pursuing such occupation, though objection was not made below. *Edmanson v. State* (1912) 64 Cr.R. 413, 142 S.W. 887.

Commissioners' court may levy taxes only at regular term with all members present. *Broocks v. State* (Civ.App.1931) 41 S.W.2d 714, 719.

That orders of the commissioners' court of Willacy county levying taxes for certain years were made at a term when the court was required by art. 7206 to sit as a board of equalization, did not invalidate the taxes levied under such orders, since the term when commissioners' courts sit as a board of equalization is a "regular term" within contemplation of this article. *Landa v. State* (Civ.App.1939) 131 S.W.2d 321.

## 5. Preceding years, levy

Commissioners' court cannot lawfully levy taxes for preceding years. *Broocks v. State* (Civ.App.1931) 41 S.W.2d 714, 719.

Commissioners' court's orders involving tax levies was intended to be nunc pro tunc orders for years involved, not original orders levying taxes for preceding years. *Id.*

## 6. Evidence

Where commissioners' court entered nunc pro tunc orders, court must presume in support of original orders that court, before making original orders, determined it was acting at regular term with all members present. *Broocks v. State* (Civ.App.1931) 41 S.W.2d 714, 719.

## 7. School district bond issue

School district bond issue was not invalid because of absence of one commissioner at term of court at which orders for issuance of bonds and tax levy were made, where this article required presence of full membership only when county tax was levied. *Caprito v. Snelson* (Civ.App.1936) 91 S.W.2d 1106.

## Art. 2354a. Expired

## Historical Note

This article, Acts 1943, 48th Leg., p. 381, ch. 256, § 2, permitting levy by a quorum of the members of the Commissioners Court when any of the members of the court or

the county judge were in active military service, was, by its terms, effective only until May 1, 1945, and has expired.

## Art. 2355. [2245-6] To fill vacancies

The Court shall have power to fill vacancies in the office of: County Judge, County Clerk, Sheriff, County Attorney, County Treasurer, County Surveyor, County Hide Inspector, Assessor of Taxes, Collector of Taxes, Justices of the Peace, Constables, and County Superintendent of Public Instruction. Such vacancies shall be filled by a majority vote of the members of said Court, present and voting, and the person chosen shall hold office until the next general election.

Const. art. 8, sec. 9; Amendment 1899. Amended by Acts 1927, 40th Leg., 1st C.S., p. 248, ch. 90, § 1.



**COURTS—COMMISSIONERS**  
Title 44

AS PER ORIGINAL

**Art. 2355**  
Note 4

persons and shall require them to make monthly reports in writing to said Court as to the manner in which they have performed such duties.

Acts 1937, 45th Leg., p. 831, ch. 408. Renumbered from art. 7155a by Acts 1981, 67th Leg., p. 1784, ch. 389, § 38(d), eff. Jan. 1, 1982.

**Title of Act:**

An Act to provide for a local option election in counties having ten thousand (10,000) or more cattle, sheep, and goats rendered for taxation to determine whether or not the qualified voters of such county desire to authorize the levy, assessment, and collection of an annual tax on cattle, sheep, and goats; providing for the method of levying, assessing, and collecting such annual tax; and further providing for the deposit of the moneys collected from such annual tax in a special fund to be known as "The Domestic Livestock Protective Fund"; providing authority and requiring the Commissioners Court of such county adopting the provisions of this Act to employ additional law enforcement officers, and fixing the compensation of such officers and the reports to be filed by them, and declaring an emergency. Acts 1937, 45th Leg., p. 831, ch. 408.

**Notes of Decisions**

**1. In general**

The commissioners' court has no authority to pay out of county funds money for the employment of a special officer working in four counties to apprehend cattle thieves, since such office does not exist at law. Op.Atty.Gen.1939, No. 0-241.

The commissioners' court of Reeves, Loving, Ward, and Winkler Counties are without authority to expend county funds as a contribution to the compensation and expense of a special officer employed by a cattle raisers' association to inspect stock shipments, apprehend cattle thieves, etc. Op.Atty.Gen.1939, No. 0-1733.

Since this article has not been given effect in Pecos County by petition and election, such county has no authority to employ a "special livestock deputy", whose duty shall be confined to protecting livestock in Pecos County from theft. Op.Atty.Gen.1941, No. 0-3801.

**Art. 2354. [2244] [1540] [1517] When tax levied; votes required**

(a) A county tax may be levied at any regularly scheduled meeting of the court when at least four members of the court are present.

(b) A county may not levy a tax unless at least three members of the court vote in favor of the levy.

Amended by Acts 1983, 68th Leg., p. 2647, ch. 455, § 1, eff. Jan. 1, 1984.

**Cross References**

Certificate of obligation act, authorization of certificates by county upon compliance with this article, see art. 2368a.1, § 9.

**Art. 2355. [2245-6] To fill vacancies**

The Court shall have power to fill vacancies in the office of: County Judge, County Clerk, joint District-County Clerk, Sheriff, County Attorney, County Treasurer, County Surveyor, County Hide Inspector, Assessor of Taxes, Collector of Taxes, Justices of the Peace, Constables, and County Superintendent of Public Instruction. Such vacancies shall be filled by a majority vote of the members of said Court, present and voting, and the person chosen shall hold office until the next general election.

Amended by Acts 1983, 68th Leg., p. 82, ch. 12, § 1, eff. Aug. 29, 1983.

**Notes of Decisions**

**In general** 1/2

the land in the precinct is detached and transferred to another precinct but precinct No. 1 is not abolished. Op.Atty.Gen.1972, No. M-1176.

**1/2. In general**

No vacancy will exist in justice of the peace precinct, Childress County, where by order of the commissioners court part of

**4. Filling vacancy**

Where sheriff who sought re-election to office and was unopposed in general elec-

00666

12

0030

January 31, 1986

Honorable Jodie Stavinoha  
500 Jackson  
Richmond, Texas 77469

Subject: Petition for abandonment of a portion of the  
dirt road known as Oil Field Road.

Location: From Highway 6 to Austin Parkway (approximately  
one and one half mile) along the eastern boundary  
of the Chimneystone subdivision of First Colony  
in Sugar Land, Texas.

Dear Judge Stavinoha,

We the undersigned residents of the Chimneystone subdivision re-  
spectfully request your consideration in this matter. We consider  
this short section of dirt and gravel road to be a nuisance and a  
danger to our community. Enclosed are the signatures of approx-  
imately one hundred ten Chimneystone residents, representing our  
community of five hundred sixty four homes.

Thank you,

The Chimneystone Homeowners

Steven G. Cook

*Steven G. Cook*

Treasurer,  
Chimneystone Board of Directors  
3403 E. Heatherock Circle  
Sugar Land, Texas 77479

Hm: 980-6760

Wk: 240-2600

We being registered voters of Fort Bend County and owner/residents of the Chimneystone Planned Community Development subdivision are hereby requesting the abandonment of Oilfield Road as evidenced by our signatures below.

0030

## NAME AND ADDRESS

1. Kelly Anderson 3319 E. Heatherock Circle
2. Susan Bardsley 3830 Stovepipe Lane
3. Jeff Spitz J.M. Spitz 2922 Old Fort Rd
4. John T. Rielly 4011 ISSACKS WAY
5. Jimmy Rielly 4011 Issacks way
6. Nancy Hanson 3926 STOVEPIPE LN
7. Susan Bradburn 3926 STOVEPIPE LN.
8. Sherry McLean 2803 Old Fort Rd.
9. David P. Pritchard 2619 Lively Ln.
10. Michael P. Pritchard 2623 LIVERY LN
11. James W. Pritchard 2702 OLD FORT RD
12. Robert M. Reust 3118 Whetrock Lane
13. Brigitte Blain 3211 E Heatherock C
14. Robert Blain 3211 E Heatherock C.
15. Tom 4014 ISSACKS WAY
16. Julie Smith 4014 Issacks Way
17. Jeff B. Shely 3406 E. Heatherock Circle
18. Philip E. Gunn 3414 E. Heatherock Circle
19. Valery Macdonald 2726 Chimneystone Circle
20. Cassie Johnson 4039 Blacksmith Ln.
21. Nancy Warren 2518 Chimneystone Circle
22. Sandra Simpson 3131 E Heatherock Circle
23. Kent Stallings 3007 GARDEN LANE
24. Janet Cook 3403 E Heatherock Circle
25. Royce Smith Jr. 3835 KITCHEN HILL LANE
26. Sherry McDowell Jr 2511 Lively Lane
27. James E. Emmons 2615 Lively Lane
28. Paul Krause 3303 E Heatherock Cr.
29. Mary Simpson 3131 E. HEATHEROCK CR.
30. Kelly Pinnell 2827 Kettle Run Dr.
31. Bill Robinson 2903 Kettle Run Dr.
32. Ed Flynn 4031 Shelby Row
33. D.R. Panner 4019 Shelby Row
34. Diane Vaughan 4023 Shelby Row

We being registered voters of Fort Bend County and owner/residents of the Chimneystone Planned Community Development subdivision are hereby requesting the abandonment of Oilfield Road as evidenced by our signatures below.

NAME AND ADDRESS

1. Bill Kolwes 3223 E. Heatherock Cir.
2. Kim Creech 3203 E. Heatherock Cir.
3. Jim Creek 3203 E. HEATHEROCK CIR.
4. DEBBY DEINE 3307 E. HEATHEROCK CIR
5. Tony Johnson 3311 E. Heatherock
6. Mark J. Galen 3319 E. HEATHEROCK
7. Judy Moncrief 3323 E. Heatherock
8. Steve Cook 3403 E. Heatherock
9. Tom Webb 3407 E. Heatherock
10. Carl N. Vasyl Jr. 3315 E. Heatherock
11. Linda L. Ryle 3031 Garden Lane
12. Gary Stued 3023 Garden Lane
13. Carl H. Fitzgerald 3015 Garden Lane
14. Richard F. White 2927 GARDEN LANE
15. Tony Jot 2519 Old Fort Rd
16. Jean Williams 2919 Garden Ln
17. Bob & Ed Williams 2919 Garden Ln
18. Valdiene Bynum 2907 Garden Ln.
19. Simon J. Arnold 2903 Garden Ln.
20. Ron McCall 3523 WINDBREAK LANE
21. John Wain 3127 E HEATHEROCK
22. Dick Kinstley 3115 E. Heatherock
23. Jane B Hall 3111 E HEATHEROCK
24. Becky Bartell 3401 E. Heatherock
25. Bob G. White 3102 E HEATHEROCK
26. Michael Wain 3114 E. Heatherock
27. Tom Rakoski 3118 E. Heatherock
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.

We being registered voters of Fort Bend County and owner/residents of the Chimneystone Planned Community Development subdivision are hereby requesting the abandonment of Oilfield Road as evidenced by our signatures below.

## NAME AND ADDRESS

- | NAME                           | ADDRESS               |
|--------------------------------|-----------------------|
| 1. Wende Atkinson              | 2919 Old Fort Rd.     |
| 2. Nan Stone                   | 3015 Old Fort Rd.     |
| 3. Beverly Hill                | 2923 Kettle Run       |
| 4. David Neaker                | 3014 OLD FORT RD.     |
| 5. Han To Lee                  | 3011 OLD FORT RD.     |
| 6. Karen Ignosiak              | 3007 OLD Fort Rd.     |
| 7. Steven R. Winkler           | 3006 OLD FORT RD.     |
| 8. Charles B. Fattah           | 3022 Old Fort Rd      |
| 9. Richard S. Kuehn            | 3023 Old Fort Rd      |
| 10. Carl A. Peterson           | 2919 Kettle Run       |
| 11. Ewe Warren                 | 2915 Kettle Run Dr.   |
| 12. Charles R. Rust            | 2911 Kettle Run Drive |
| 13. Larry Ecker                | 2819 Kettle Run Drive |
| 14. <del>2815</del> Bill Smith | 2815 Kettle Run Drive |
| 15. Mark Williams              | 2811 Kettle Run       |
| 16. Carly J. Greenway          | 2803 Kettle Run       |
| 17. Michael J. Winters         | 2739 Kettle Run       |
| 18. Alexander Brown            | 2735 Kettle Run       |
| 19. Michael G. Moore           | 2730 Kettle Run       |
| 20. Gary Carol Cook            | 2734 Kettle Run       |
| 21. J. M. [Signature]          | 4030 SHERBY Row       |
| 22. J. Hoodwin                 | 4034 SHERBY Row       |
| 23.                            |                       |
| 24.                            |                       |
| 25.                            |                       |
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| 32.                            |                       |
| 33.                            |                       |

PETITION TO ABANDON

AS PER ORIGINAL

OIL FIELD ROAD

WE, BEING RESIDENTS OF CHIMNEYSTONE, A SUBDIVISION LOCATED IN FORT BEND COUNTY, DO REQUEST BY THIS PETITION THE ABANDONMENT OF THE DIRT ROAD KNOWN AS "OIL FIELD ROAD" AND LOCATED ON THE EASTERLY BOUNDARY OF OUR SUBDIVISION.

PLEASE SIGN

ADDRESS

[Redacted area containing multiple lines of blacked-out text]

- 11. Brenda Clayton 3229 E. Heatherock Cir.
- 12. Laura Kelley 3215 E. Heatherock Cir.
- 13. Peter B. Lewis 9797 Leeward
- 14. Sandra L. Pyle 3031 Garden Lane
- 15. Bob Lopez 3123 E. Heatherock
- 16. Valerie Wynn 3119 E. Heatherock
- 17. Don Bakoski 3115 E. Heatherock
- 18. John D. Burk 3015 Garden Lane
- 19. L. Scott 3011 Garden Lane
- 20. Kathy Taylor 3518 S. Home Place
- 21. Rick Fiedl 2927 GARDEN LANE
- 22. Charles Powell 2915 GARDEN LANE
- 23. Valliey Bunnley 2901 Garden Ln.
- 24. Jan McCarthy 3523 ~~to~~ Windbreak Ln
- 25. Deborah E. Hamilton 3514 N. Home Pl.

PLEASE SIGN

ADDRESS

26.	<i>[Signature]</i>	3510 N. Home Pl.
27.	<i>[Signature]</i>	3506 N. Home Place
28.	Alvin Sternhiller	3503 N. Home Place
29.	Wm. C. Mayes	3511 N. Home Place
30.	C. F. Hodson	2510 S. Home Place
31.	<i>[Signature]</i>	3515 Sam Houston Dr.
32.	<del><i>[Signature]</i></del>	<del>3102 E. Heathrock Cir.</del>
33.	<del><i>[Signature]</i></del>	<del>3106 E. HEATHROCK CR</del>
34.	<del><i>[Signature]</i></del>	<del>3110 E. HEATHROCK CIR *</del>
35.	Steve D. Jones	3505 Cabin Place
36.	Jenna Marshall	3502 Cabin Place
37.	John Nguyen	<del>3412 E. Heathrock Cir</del>
38.	John B. Bussell	3411 E. Heathrock Cir.
39.		
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0030 13. CONSIDER CONTRACT FOR INSURANCE CONSULTANT :

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone for further study.

14. CONSIDER ADDING FORT BEND WOMEN'S REFUGE CENTER TO 1987 CRIMINAL JUSTICE PRIORITY LIST :

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to add Fort Bend Women's Refuge Center to 1987 Criminal Justice as priority #5.

Richard Selleh request adding Women's Refuge Center to priority list.

15. ACCEPT HUNTERS CHASE ROAD INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT #1:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept Hunters Chase Rd. into the county road maintenance system in Precinct #1.

16. ADOPT ORDER APPOINTING DIRECTORS FOR SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT #12 FROM FEBRUARY 22 TO APRIL 5, PER ELECTION CODE:

Cancel

17. CHANGE ELECTION DATE ON MAINTENANCE TAX FOR FORT BEND LEVEE IMPROVEMENT DISTRICT #12 FROM FEBRUARY 22 TO APRIL 5, PER ELECTION CODE:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to change election date on Maintenance Tax for Fort Bend IID #12 to April 5, per election code.  
(Recorded in minutes in full)

18. AUTHORIZE DATE FOR COUNTY AUCTION:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set County auction for April 6, 1986 at 1:30 p.m. at the Fort Bend County Fairgrounds.

19. CONSIDER APPLICATION FROM HOUSTON LIGHTING & POWER TO INSTALL A POLE LINE ALONG & ACROSS SOUTH POST OAK IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve permit application from Houston Lighting & Power to install a pole along & across South Post Oak in Precinct #2. (Recorded in minutes in full)

20. CONSIDER AWARD BID #86-5 FOR THREE MICROFILMING SYSTEMS CAPABLE OF PRODUCING MICROFICHE:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to 3M for three microfilming system, 2 for the District Clerks Office and 1 for the Sheriff's office in the amount of \$42,686, the Court further finds that said bid meet all specifications. (Recorded in minutes in full)



#15

00673

# COUNTY OF FORT BEND

Engineering Department

Stanley L. Kucherka, Jr. P. E.  
Fort Bend County Engineer

COPY

0030

P. O. Box 1028  
Rosenberg, Texas 77471

3403 Avenue F  
Phone: 342-2863

RECEIVED JAN 0 6 1986

January 2, 1986

Honorable Johnnie Pustka  
Commissioner Precinct #1  
P. O. Box 148  
Richmond, Texas 77469

RE: Hunters Chase Road

Dear Commissioner Pustka,

Attached please find the 12/26/85 road inspection report for Hunters Chase Road.

Sincerely yours,

  
Blaine Kinnebrew, P. E.  
Assistant Engineer

attachment

cc: Tom Domel  
Rt. 1, Box 541  
Needville, Texas 77461

ROAD INSPECTION  
FOR

HUNTERS CHASE

DATE: 12-26-85

BASE MATERIAL DEPTH

CROSS SECTION LOCATION	CROWN WIDTH (Feet)	BASE MATERIAL WIDTH (Feet)	LEFT SIDE DISTANCE FROM CENTERLINE / BASE DEPTH (Feet/Inches)	LEFT SIDE DISTANCE FROM CENTERLINE / BASE DEPTH (Feet/Inches)	CENTERLINE DEPTH (Inches)	RIGHT SIDE DISTANCE FROM CENTERLINE / BASE DEPTH (Feet/Inches)	RIGHT SIDE DISTANCE FROM CENTERLINE / BASE DEPTH (Feet/Inches)
A 0+50	31'	24'	12/1"	6/6 <sup>3</sup> / <sub>4</sub> "	11 <sup>1</sup> / <sub>2</sub> "	6/8"	12/1 <sup>1</sup> / <sub>2</sub> "
B 5+00	32'	22'	12/0"	6/8 <sup>1</sup> / <sub>2</sub> "	9"	6/9 <sup>1</sup> / <sub>2</sub> "	12/0"
C 10+00	32'	25'	12/2"	6/8 <sup>1</sup> / <sub>2</sub> "	8"	6/10"	12/1"
D 15+00	31'	22'	12/0"	6/8 <sup>1</sup> / <sub>2</sub> "	9"	6/9"	12/0"
E 19+85	72'	60'	24/5"	12/9 <sup>1</sup> / <sub>2</sub> "	10 <sup>1</sup> / <sub>2</sub> "	12/8"	24/8 <sup>1</sup> / <sub>2</sub> "
F							
G							
H							
I							
J							
K							
L							
M							
N							

STATION 0+00 IS AT: Intersection of Roesler Rd. & Hunters Chase

INSPECTOR(S): Ken Rohde, Ross Kelley, Mark Twardowski

00671

CERTIFICATE FOR  
ORDER CALLING MAINTENANCE TAX ELECTION

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §  
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 §

We the undersigned member of the Commissioners Court of Fort Bend County (the "Court") hereby certify as follows:

1. The Court convened in regular session, open to the public on \_\_\_\_\_, 1986 in the Commissioners Court of the Fort Bend County Courthouse, Richmond, Texas, and the roll was called of the Courts, to wit:

- |                 |                     |
|-----------------|---------------------|
| Jodie Stavinoha | County Judge        |
| Johnny Pustka   | County Commissioner |
| Ben Denham      | County Commissioner |
| Alton Pressley  | County Commissioner |
| Bob Lutts       | County Commissioner |

All members of the Court were present, except the following: \_\_\_\_\_ thus constituting a quorum. Whereupon among other business, the following was transacted at such Meeting:

ORDER CALLING MAINTENANCE TAX ELECTION

was duly introduced for the consideration of the Court and read in full. It was then duly moved and seconded that such Order be adopted; and, after due discussion, such motion, carrying with it the adoption of such Order, prevailed and carried by the following votes:

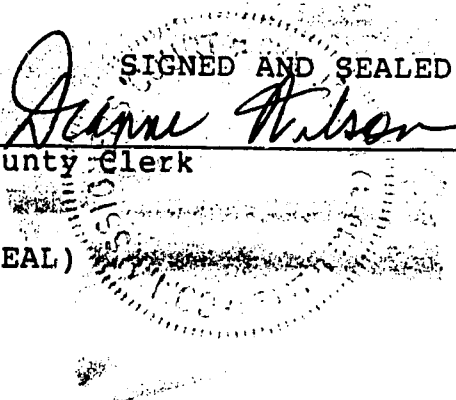
AYES: \_\_\_\_\_ NOES: \_\_\_\_\_

2. A true, full, and correct copy of the aforesaid Order adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in the Court's minutes of such Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the Court's minutes of such Meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the Court as indicated therein; each of the officers and members of the Court was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of such Meeting, and that such Order would be introduced and considered for adoption at such Meeting and each of such officers and members consented, in advance, to the holding of such Meeting for such purpose; and such Meeting was open to the public, and public notice of the time, place, and purpose of such Meeting was given, all as required by Article 6252-17, Vernon's Texas Civil Statutes, as amended.

SIGNED AND SEALED THIS  
Alayne Wilson  
County Clerk

February 10, 1986  
Jodie E. Stavinoha  
County Judge

(SEAL)



## ORDER CALLING MAINTENANCE TAX ELECTION

0030

THE STATE OF TEXAS §  
 COUNTY OF FORT BEND §  
 FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 §

WHEREAS, the Commissioners Court of Fort Bend County, Texas (the "Court") has adopted an Order ordering organization, creation, and establishment of FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 (the "District");

WHEREAS, the Board of Directors (the "Board") of the District has determined that it would be in the best interest of the District for the Court to be authorized to levy and collect a tax for maintenance purposes, including funds for maintenance, upkeep, and repair, to make additions to the levees and other improvements in the District and such other purposes as are permitted by Chapter 57 of the Texas Water Code;

WHEREAS, a maintenance tax may not be levied by the District until it is approved by a majority of the electors voting at an election ordered by the Court and held for that purpose;

WHEREAS, the Court has been presented with a petition conforming in all respects to Section 57.276 of the Texas Water Code; and

WHEREAS, the Court is required by Section 57.276 of the Texas Water Code to order a maintenance tax election;

IT IS, THEREFORE, ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

Section 1. An election shall be held within and for the Fort Bend County Levee Improvement District No. 12 on April 5, 1986, which date is a Uniform Election Date as required by Sections 41.001 and 41.004 of the Texas Election Code, at which election there shall be submitted to the duly qualified resident electors of the District the following proposition:

PROPOSITION

SHALL THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS BE AUTHORIZED TO ASSESS, LEVY, AND COLLECT AN ANNUAL AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 AT A MAXIMUM RATE NOT TO EXCEED ONE DOLLAR (\$1.00) ON EACH ONE HUNDRED DOLLAR (\$100.00) VALUATION THEREOF, TO SECURE FUNDS FOR MAINTENANCE, UPKEEP, AND REPAIR, TO MAKE ADDITIONS TO THE LEVEES AND OTHER IMPROVEMENTS IN THE DISTRICT AND SUCH OTHER PURPOSES AS ARE PERMITTED BY CHAPTER 57 OF THE TEXAS WATER CODE, IN ACCORDANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INCLUDING PARTICULARLY (BUT NOT BY WAY OF LIMITATION) SECTION 57.277 OF THE TEXAS WATER CODE?

Section 2. Paper ballots conforming to the requirements of the Texas Election code, as amended, insofar as applicable, in substantially the following form shall be used in such election, with a true and correct Spanish language translation appearing on the face thereof or attached thereto:

CERTIFICATE FOR ORDER CALLING MAINTENANCE TAX ELECTION

THE STATE OF TEXAS §
COUNTY OF FORT BEND §
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 §

0030

We the undersigned member of the Commissioners Court of Fort Bend County (the "Court") hereby certify as follows:

1. The Court convened in regular session, open to the public on \_\_\_\_\_, 1986 in the Commissioners Court of the Fort Bend County Courthouse, Richmond, Texas, and the roll was called of the Courts, to wit:

- Jodie Stavinoha County Judge
Johnny Pustka County Commissioner
Ben Denham County Commissioner
Alton Pressley County Commissioner
Bob Lutts County Commissioner

All members of the Court were present, except the following:

\_\_\_\_\_ thus constituting a quorum. Whereupon among other business, the following was transacted at such Meeting:

ORDER CALLING MAINTENANCE TAX ELECTION

was duly introduced for the consideration of the Court and read in full. It was then duly moved and seconded that such Order be adopted; and, after due discussion, such motion, carrying with it the adoption of such Order, prevailed and carried by the following votes:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_

2. A true, full, and correct copy of the aforesaid Order adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in the Court's minutes of such Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the Court's minutes of such Meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the Court as indicated therein; each of the officers and members of the Court was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of such Meeting, and that such Order would be introduced and considered for adoption at such Meeting and each of such officers and members consented, in advance, to the holding of such Meeting for such purpose; and such Meeting was open to the public, and public notice of the time, place, and purpose of such Meeting was given, all as required by Article 6252-17, Vernon's Texas Civil Statutes, as amended.

SIGNED AND SEALED THIS

County Clerk

Jodie E. Stavinoha County Judge

(SEAL)

## 0030 ORDER CALLING MAINTENANCE TAX ELECTION

THE STATE OF TEXAS §  
 COUNTY OF FORT BEND §  
 FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 §

WHEREAS, the Commissioners Court of Fort Bend County, Texas (the "Court") has adopted an Order ordering organization, creation, and establishment of FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 (the "District");

WHEREAS, the Board of Directors (the "Board") of the District has determined that it would be in the best interest of the District for the Court to be authorized to levy and collect a tax for maintenance purposes, including funds for maintenance, upkeep, and repair, to make additions to the levees and other improvements in the District and such other purposes as are permitted by Chapter 57 of the Texas Water Code;

WHEREAS, a maintenance tax may not be levied by the District until it is approved by a majority of the electors voting at an election ordered by the Court and held for that purpose;

WHEREAS, the Court has been presented with a petition conforming in all respects to Section 57.276 of the Texas Water Code; and

WHEREAS, the Court is required by Section 57.276 of the Texas Water Code to order a maintenance tax election;

IT IS, THEREFORE, ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

Section 1. An election shall be held within and for the Fort Bend County Levee Improvement District No. 12 on April 5, 1986, which date is a Uniform Election Date as required by Sections 41.001 and 41.004 of the Texas Election Code, at which election there shall be submitted to the duly qualified resident electors of the District the following proposition:

PROPOSITION

SHALL THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS BE AUTHORIZED TO ASSESS, LEVY, AND COLLECT AN ANNUAL AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 AT A MAXIMUM RATE NOT TO EXCEED ONE DOLLAR (\$1.00) ON EACH ONE HUNDRED DOLLAR (\$100.00) VALUATION THEREOF, TO SECURE FUNDS FOR MAINTENANCE, UPKEEP, AND REPAIR, TO MAKE ADDITIONS TO THE LEVEES AND OTHER IMPROVEMENTS IN THE DISTRICT AND SUCH OTHER PURPOSES AS ARE PERMITTED BY CHAPTER 57 OF THE TEXAS WATER CODE, IN ACCORDANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INCLUDING PARTICULARLY (BUT NOT BY WAY OF LIMITATION) SECTION 57.277 OF THE TEXAS WATER CODE?

Section 2. Paper ballots conforming to the requirements of the Texas Election code, as amended, insofar as applicable, in substantially the following form shall be used in such election, with a true and correct Spanish language translation appearing on the face thereof or attached thereto:

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 10 day of February, 19 86, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Houston Lighting and Power dated January 22, 1986, permit no. 80726 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 Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Shirley L. Kuehn  
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.

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

2-5-86  
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 COUNTY ROAD OR DITCH RIGHT OF WAY  
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 72 2  
NOTICE NO. 80726

0030

Formal notice is hereby given that Houston Lighting & Power 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	Driven	Cased
FM 2234 <i>NA</i>	1660'+ E OF BLUERIDGE RD	100'+				
FM 2234 <i>NA</i>	1360'+ E OF BLUERIDGE RD	100'+				
FM 2234 <i>NA</i>	200'+ E OF BLUERIDGE RD	140'+				
FM 2234 <i>NA</i>	400'+ W OF BLUERIDGE RD	150'+				
FM 2234 <i>NA</i>	1330'+ W OF BLUERIDGE RD	100'+				

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
FM 2234 <i>NA</i>	WEST FROM MOFFITT LN		250'+
FM 2234 <i>NA</i>	EAST FROM MOFFITT LN		5193'+
S. POST OAK	NORTH FROM FM 2234		275'+
S. POST OAK	600'+ N OF PARKRIDGE		140'+

General Description  
PROPOSED WOOD POLE LINE TO BE BUILT ALONG FM 2234.

*NA - NOT APPLICABLE TO COUNTY*

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, to the extent that said Order is not in conflict with Art. 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

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

COMPANY: Houston Lighting & Power Co.  
ADDRESS: P. O. Box 1700  
Houston, Texas 77001

Attn: Manager Engineering Services

ISSUED BY: *G. W. Turnley* (signature)

NAME: G. W. TURNLEY (print)

TITLE: SUPERVISOR LOCATION: H. O. CLARKE S/C

BUS. PHONE: 728-6470 DATE: JAN. 22, 1986

24 HOUR PHONE: (713) 228-7800

20

THREE (3) OR MORE MICROFILMING SYSTEMS

TOTAL PRICE DELIVERED AND INSTALLED FOR: (3) Camera Processors, (3) Work Stations, (1) Duplicator, (2) File Cabinets, (1) Densitometer, (1) Reader Printer using sensitized paper, (1) Reader-Printer using bond paper, and (2) Jacket Loaders.

<u>3M</u>	MINO-MICRO <u>GRAPHICS</u>	GLOBAL <u>SERVICES</u>
\$42,686.24	*\$45,224.71	**

Net difference to ADD (1) Plain Paper Copies which meets specs & delete (1) Sensitized Paper Copier.

<u>ADD</u>	<u>ADD</u>
\$2,543.76	\$5,518.19

\*Vendor declined to include Sensitized Paper Reader Printer in bid. Reader Printer (R/P503) offered in bid price did not meet specs.

\*\*Vendor bid only on Duplicator, File Cabinet, and Reader Printers which did not meet specs.

BID ITEM: MICROFILMING EQUIPMENT

00683

BID NUMBER: 86-5

0030

VENDORS NOTIFIED BY LETTER

3M OFFICE SYSTEMS DIVISION

ALLIED TECHNOLOGY, INC.

CENTRAOL TEXAS MICORGRAPHICS

GLOBAL SERVICES

JOHN LANE MICROGRAPHICS

MINO MICORGRAPHICS, INC.

0030

21. CONSIDER REJECTING BID FROM ANDREW WILSON CO. (\$22,461.00) FOR INABILITY TO DELIVER ON GEORGE MEMORIAL LIBRARY FURNISHINGS GROUP "N", ITEMS 2,4,5 & 6; AND AWARD BID TO NEXT LOWEST BIDDER -GAYLORD BROTHERS FOR \$27,421:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to postpone for further study.

22. CONSIDER APPROVAL OF PAY APPLICATION #2 IN THE AMOUNT OF \$58,621 TO STREET/PETERS CONSTRUCTION CO. AND ARCHITECT'S SUPERVISION FEE IN THE AMOUNT OF \$468.97 FOR PRECINCT 1 MAINTENANCE FACILITY:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve pay application #2 in the amount of \$58,621 to Street/Peters Construction Co. and Chris DiStefano in the amount of \$468.97 for Precinct 1 Maintenance Facility.

23. CONSIDER APPROVAL OF CHANGE ORDER #1 IN THE AMOUNT OF \$1,420 FOR THE LAW ENFORCEMENT ACADEMY:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve change order #1 in the amount of \$685.00 for Houston Lighting & Power pole and reject \$735.00 for sidewalk to the Marton Co. (Recorded in minutes in full)

24. MEET IN CLOSED SESSION TO DISCUSS LITIGATION, LAND AND PERSONNEL MATTERS AS AUTHORIZED BY ARTICLE 6215-17, SECT. 2 (E), (F) & (G), V.T.C.S.:

Met in Closed Session.

RECESS:

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

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

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

No action taken.

26. 1:30 P.M.- OPEN BIDS FOR THE FOLLOWING: (1) THREE TRUCKS, DUMP, 12-14 YARD W/TRADE-IN (BID #86-7); (2) ONE TRUCK, PICKUP, 1-TON CAPACITY (BID) #86-9; (3) FOUR TRUCKS, PICKUP, 1/2-TON CAPACITY (BID #86-10) (4) ONE TRUCK, CAB & CHASSIS 28,000 GVW, 30-DAY DELIVERY (BID #86-11); LIBRARY BOOKS (BID #86-13):

Open bids for three trucks, dump, 12-14 yard w/trade-in:

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

- A) KNAPP CHEVROLET
- B) SOUTH LOOP FORD TRUCK SALES
- C) LAWRENCE MARSHALL

Open bids for one truck, pickup, 1-ton capacity:

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

- A) A.C. COLLINS FORD



00685

(21)

ANDREW **WILSON** COMPANY

616 ESSEX ST., LAWRENCE, MASS. 01842 TEL. (617) 683-2403

0030

August 6, 1985

Sanders & Sanders Associates, Inc.  
Architecture-Interior Design  
2412 South Boulevard  
Houston, TX 77098

Attention: Ms. Janet Sanders

Reference: Bid I.D. #85-19  
Fort Bend, TX County Library

Dear Ms. Sanders:

This will confirm our telephone conversation this date regarding our bid for Groups N and R. We cannot accept the order for Group N (Items 2, 4, 5, & 6) only. We bid Group N complete but you did not include item no. 1.

Our main interest as the manufacturer of steel library shelving was Group R. As you know we were not the low bidder on this group and feel certain this was awarded to one of our competitors.

The only reason we bid Group N was to try to provide the County with an overall complete package. We do not manufacture any of the items in this group which is specified Gaylord. Therefore, we wish to be absolved of trying to furnish items 2, 4, 5 & 6 in this group only.

Thank you for your understanding regarding this matter.

Very truly yours,

ANDREW WILSON COMPANY

Paul O. Querengasser  
Chief Estimator

POQ/mp

cc/BP/RWF/GB/Talon

County of Fort Bend

Mr. Gilbert D. Jalomo/Purch.Dept.

FOR SUPPLYING, DELIVERING AND INSTALLING STEEL SHELVING, BOOK SUPPORTS, MICROFILM FILES, BOOKTRUCKS AND CASSETTE DISPLAYERS FOR THE NEW FORT BEND COUNTY LIBRARY.

ITEM NO. 2 N DESCRIPTION: GAYLORD MODEL RBM8 OR EQUAL

<u>COMPANY</u>	<u>BASE BID</u>	<u>ALTERNATE SUBMITTED</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
GAYLORD BROS., INC.	GAYLORD #RBM8		→ \$1,039.00	\$14,546.00
ANDREW WILSON COMPANY	GAYLORD RBM-8L		\$979.00	\$13,706.00
AETNASTAK DIVISON ART METEL USA INC.	NO BID	NO BID		
ESTEY COMPANY	NO BID	NO BID		
MITCO	NO BID	NO BID		
BUSINESS & INSTITUTIONAL INTERIORS, INC.	NO BID	NO BID		

0030

0086

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 3 PAGES

TO (Owner): Fort Bend County Commissioners Ct. PROJECT: Fort Bend County  
 Fort Bend County Courthouse  
 Richmond, Texas 77469  
 Precinct One Maintenance Facility  
 Crabb, Texas

APPLICATION NO: 2  
 PERIOD FROM: 1-1-86  
 TO: 2-4-86

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

ATTENTION: Mr. Jodie Stavinoha  
 County Judge

CONTRACT FOR: Building Construction ARCHITECT'S  
 Precinct One Maintenance Facility PROJECT NO: 8504  
 Crabb, Texas

CONTRACT DATE: November 25, 1985

## 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 ..... \$ 396,653.00  
 Net change by Change Orders ..... \$ 55,947.00

CONTRACT SUM TO DATE ..... \$ 452,600.00

TOTAL COMPLETED & STORED TO DATE ..... \$ 83,016.00  
 (Column C on G703)

RETAINAGE  $\frac{5}{100}$  % ..... \$ 4,151.00  
 or total in Column I on G703

TOTAL EARNED LESS RETAINAGE ..... \$ 78,865.00

LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 20,244.00

CURRENT PAYMENT DUE ..... \$ 58,621.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
1	1-13-86	55,947.00	
TOTALS		55,947.00	
Net change by Change Orders			55,947.00

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: Street/Peters Construction Co., Inc.

By: Wayne Paul Date: 2-4-86

## 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 ..... \$ 58,621.00  
 (Attach explanation if amount certified differs from the amount applied for.)  
 ARCHITECT:

By: Chris B. Stephens Date: 2-4-86

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.

State of: TEXAS County of: HARRIS  
 Subscribed and sworn to before me this 4 day of February 1986  
 Notary Public: Douglas K. Muckler  
 My Commission expires: 1/28/91

CONTINUATION SHEET

A/A DOCUMENT G703

A/A Document G703, 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: 2  
 APPLICATION DATE: 2-4-86  
 PERIOD FROM: 1-1-86  
 TO: 2-4-86  
 ARCHITECT'S PROJECT NO: 8504

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E		F	G	H	I
			Previous Applications	WORK COMPLETED This Application	Work in Place	Stored Materials (not in D or E)				
1A	Mobilization & Startup	5,800	5,800	-			5,800	100	0	290
1C	Testing Lab Allowance	1,000	400	530			900	90	100	45
2B	Structural Excavation	3,080	-0-	1,632			1,632	53	1,448	82
2C	Termite Treatment	1,200	-0-	640			640	53	560	32
2E	Drilled Piers	7,396	-0-	7,396			7,396	100	0	370
3A	Concrete Work	52,257	-0-	27,591		2,105	29,696	57	22,561	1,485
4A	Masonry	12,000	-0-				-0-	-0-	12,000	-0-
5A	Pre-Engineered Bldg.	74,415	-0-				-0-	-0-	74,415	-0-
5B	Misc. Metals	8,150	-0-				-0-	-0-	8,150	-0-
6A	Carpentry	4,500	-0-				-0-	-0-	4,500	-0-
6B	Millwork & Toilet Part.	2,185	-0-				-0-	-0-	2,185	-0-
7A	Caulking & Sealants	1,500	-0-				-0-	-0-	1,500	-0-
7B	Insulation	6,000	-0-				-0-	-0-	6,000	-0-
7C	DP & Flashing	1,300	-0-				-0-	-0-	1,300	-0-
8A	Hollow Metal	4,795	-0-				-0-	-0-	4,795	-0-
8B	Wood Doors & Alum. Frames	2,800	-0-				-0-	-0-	2,800	-0-
8C,D	Glass & Glazing	2,300	-0-				-0-	-0-	2,300	-0-
8E	Finish Hardware Allowance	3,000	-0-				-0-	-0-	3,000	-0-
8F	Overhead Doors	16,450	-0-				-0-	-0-	16,350	-0-
9A,B	Drywall & Acoustical Work	13,371	-0-				-0-	-0-	13,371	-0-
9C,E	Paint & Wallcovering	10,538	-0-				-0-	-0-	10,538	-0-
9D,G	Resilient Floor & Carpet	3,594	-0-				-0-	-0-	3,594	-0-
9F	Ceramic Tile	3,150	-0-				-0-	-0-	3,150	-0-
10A	Toilet Accessories	830	-0-				-0-	-0-	830	-0-
10B	Lockers	3,160	-0-				-0-	-0-	3,160	-0-
10B	Metal Shelving Allowance	2,000	-0-				-0-	-0-	2,000	-0-
10B	Graphics Allowance	500	-0-				-0-	-0-	500	-0-
10B	W.S. & T.H.	700	-0-				-0-	-0-	700	-0-
10B	Wire Mesh Partitions	1,900	-0-				-0-	-0-	1,900	-0-

88900



**CONTINUATION SHEET**

AIA DOCUMENT G703

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 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 2  
 APPLICATION DATE: 2-4-86  
 PERIOD FROM: 1-1-86  
 TO: 2-4-86  
 ARCHITECT'S PROJECT NO: 8504

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D Previous Applications		E WORK COMPLETED		F Stored Materials not in D or E	G TOTAL COMPLETED AND STORED TO DATE D-F-F		H BALANCE TO FINISH C-G	I RETAINAGE
			Work in Place	This Application	Work in Place	Stored Materials not in D or E		Work in Place	Stored Materials not in D or E		
10C	Fire Extinguishers	500						-0-	-0-	500	0
11A	Kitchen Equipment	700						0	0	700	0
11B	Automotive Equipment	-0-						0	0	0	0
11C	Blinds	800						0	0	800	0
15A	Plumbing	26,350			4,950			4,950	19	21,400	248
15B	HVAC	18,050						0	0	18,050	0
16A	Electrical	42,816			6,000	1,200		7,200	17	35,616	360
17A	Job Supervision	18,950	3,400		3,275			6,675	35	12,275	334
17B	Job Overhead	32,756	5,849		5,318			11,167	34	21,589	558
17C	Bonds & Insurance Premiums	5,860	5,860		-			5,860	100	0	292
	Change Order No. 1	55,947			1,100			1,100	2	54,847	55
		452,600	21,309		58,402	3,305		83,016	18	369,584	4,151

0030

ITEMS FOR COURT AGENDA FEBRUARY 10, 1986:INVOICE

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: February 4, 1986

RE: 1. Payment Application #2 from Contractor  
2. Supervision fee on #2 from Architect

PROJECT: FORT BEND COUNTY PRECINCT 1 MAINTENANCE FACILITY

Contractor's Payment Application #2: \$58,621

Architect's Supervision (58,621 x 4% x 20%)

DUE ARCHITECT: \$468.97

  
CHRIS DI STEFANO, AIA

cc: Commissioner Pct. 1  
County Treasurer

**CHANGE ORDER**

AIA DOCUMENT G701

UPON COMPLETE EXECUTION, RETURN THIS COPY TO:

- Distribution to:
- OWNER
  - ARCHITECT
  - CONTRACTOR
  - FIELD
  - OTHER

23  
00691

PROJECT: LAW ENFORCEMENT ACADEMY  
(name, address) Richmond, Texas

CHANGE ORDER NUMBER: ONE (1) 0030

TO (Contractor):

THE MARTON COMPANY, INC.  
8234 Braniff  
Houston, Texas 77061

INITIATION DATE:

ARCHITECT'S PROJECT NO: 8506

CONTRACT FOR: Construction

CONTRACT DATE: 10/18/85

You are directed to make the following changes in this Contract:

- |   |      |                      |
|---|------|----------------------|
| 1. HL&P Power pole -----                          | ADD: | \$ 685.00            |
| 2. Labor and materials for concrete sidewalk----- | ADD: | 735.00 <i>delete</i> |
| <b>TOTAL CHANGE:</b>                              |      | <b>\$1,420.00</b>    |

Not valid until signed by both the Owner and Architect.  
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) ( <del>Contracted Maximum Cost</del> ) was .....	\$ 170,550
Net change by previously authorized Change Orders .....	\$ -0-
The (Contract Sum) ( <del>Contracted Maximum Cost</del> ) prior to this Change Order was .....	\$ 170,550
The (Contract Sum) ( <del>Contracted Maximum Cost</del> ) will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order .....	\$ 1,420
The new (Contract Sum) ( <del>Contracted Maximum Cost</del> ) including this Change Order will be ...	\$ 171,970
The Contract Time will be (increased) (decreased) (unchanged) by	( - ) Days.
The Date of Substantial Completion as of the date of this Change Order therefore is	

Chris DiStefano & Assoc., Inc.

The Marton Co., Inc.

Authorized:

County of Fort Bend

ARCHITECT  
2500 CityWest #2010  
Address  
Houston, Texas 77042

CONTRACTOR  
8234 Braniff  
Address  
Houston, Texas 77061

OWNER  
P.O. Box 368  
Address  
Richmond, Texas 77469

BY *Chris DiStefano*

BY *[Signature]*

BY \_\_\_\_\_

DATE 2/3/86

DATE 2/4/86

DATE \_\_\_\_\_

BID ITEM: Three (3) Trucks, Dump, 12-14 Yard w/trade-in

BID NUMBER: 86-7

VENDORS NOTIFIED BY LETTER

COMPANY

SUBMITTED

A.C. COLLINS FORD

\_\_\_\_\_

BOB ROBERTSON CHEV.

\_\_\_\_\_

BUELKTEL DUTA CHEV.

\_\_\_\_\_

CHILDS TRUCK EQUIPMENT

\_\_\_\_\_

CHUCK DAVIS CHEV.

\_\_\_\_\_

CHUCK MILLER FORD

\_\_\_\_\_

DOUG RUSSELL CHEV., INC.

\_\_\_\_\_

DUB MILLER FORD, INC.

\_\_\_\_\_

EAST BERNARD FORD

\_\_\_\_\_

ENERGY COUNTRY FORD

\_\_\_\_\_

GEORGE PHARIS CHEV., INC.

\_\_\_\_\_

GILMAN DODGE

\_\_\_\_\_

GMC PARK TEN, INC.

\_\_\_\_\_

HARRY SHANKS CHEV.

\_\_\_\_\_

HELFMAN FORD

\_\_\_\_\_

JIMMY GREEN CHEV.

\_\_\_\_\_

JOE CAMP FORD

\_\_\_\_\_

JOE HUBENAK CHEV., INC.

\_\_\_\_\_

KINSEL FORD, INC.

\_\_\_\_\_

KNAPP CHEVROLET

\_\_\_\_\_ ✓

LAMARQUE FORD OF TEXAS, INC.

\_\_\_\_\_

MACK TRUCKS

\_\_\_\_\_ x Russ Moore

MCMILLAN FORD

\_\_\_\_\_

MORT HALL FORD

\_\_\_\_\_

RON CRAFT CHEV., INC.

\_\_\_\_\_

RUSSELL AND SMITH FORD

\_\_\_\_\_

SAM & SONS TRUCK EQUIPMENT

\_\_\_\_\_

SAN JACINTO FORD

\_\_\_\_\_

SOUTH LOOP FORD TRUCK SALES

\_\_\_\_\_ ✓

SOUTH TEXAS KENWORTH, INC.

\_\_\_\_\_

TRUCKS OF TEXAS

\_\_\_\_\_

WESTWAY FORD, INC.

\_\_\_\_\_ NO BID

WHITE PONT-CAD-GMC

\_\_\_\_\_

Laurence Marshall

\_\_\_\_\_ ✓

BID ITEM: One (1) Truck, Pickup, 1 Ton Capacity

BID NUMBER: 86-9

VENDORS NOTIFIED BY LETTER

COMPANY

SUBMITTED

A.C. COLLINS FORD

✓

BOB ROBERTSON CHEV.

BUELKTEL DUTA CHEV.

CHILDS TRUCK EQUIPMENT

CHUCK DAVIS CHEV.

CHUCK MILLER FORD

DOUG RUSSELL CHEV., INC.

DUB MILLER FORD, INC.

EAST BERNARD FORD

ENERGY COUNTRY FORD

GEORGE PHARIS CHEV., INC.

GILMAN DODGE

GMC PARK TEN, INC.

HARRY SHANKS CHEV.

HELPMAN FORD

✓

JIMMY GREEN CHEV.

JOE CAMP FORD

JOE HUBENAK CHEV., INC.

✓

KINSEL FORD, INC.

KNAPP CHEVROLET

✓

LAMARQUE FORD OF TEXAS, INC.

MACK TRUCKS

MCMILLAN FORD

MORT HALL FORD

RON CRAFT CHEV., INC.

RUSSELL AND SMITH FORD

SAM & SONS TRUCK EQUIPMENT

SAN JACINTO FORD

SOUTH LOOP FORD TRUCK SALES

SOUTH TEXAS KENWORTH, INC.

TRUCKS OF TEXAS

WESTWAY FORD, INC.

✓

WHITE PONT-CAD-GMC

*Laurence Marshall*

✓

0030

- B) HELEMAN FORD
- C) JOE HUBENAK CHEV., INC.
- D) KNAPP CHEVROLET
- E) WESTWAY FORD, INC.
- F) LAWRENCE MARSHALL

Open bids for four trucks, pickup, ½-ton capacity:

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

- A) A.C. COLLINS FORD
- B) GILMAN DODGE
- C) HELEMAN FORD
- D) JOE HUBENAK CHEV., INC.
- E) KNAPP CHEVROLET
- F) WESTWAY FORD, INC.
- G) LAWRENCE MARSHALL
- H) JACK ROACH FORD

Open bids for one truck, cab & chassis 28,000 GW, 30-day delivery:

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

- A) KNAPP CHEVROLET
- B) SOUTH LOOP FORD TRUCK SALES
- C) LAWRENCE MARSHALL

Open bids for one asphalt distributor:

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

- A) HI-WAY EQUIPMENT CO.
- B) R.B. EVERETT

Open bids for annual contract for library books:

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

- A) BAKER AND TAYLOR
- B) BRODART CO.

27. INSPECT LAW ENFORCEMENT ACADEMY FOR SUBSTANTIAL COMPLETION:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone until a later date.

28. ADJOURNMENT:

Commissioners' Court adjourned Monday, February 10, 1986.

BID ITEM: Four (4) Trucks, Pickup, 1/2 Ton Capacity

BID NUMBER: 86-10

0030

VENDORS NOTIFIED BY LETTER

COMPANY	SUBMITTED
A.C. COLLINS FORD	<input checked="" type="checkbox"/>
BOB ROBERTSON CHEV.	<input type="checkbox"/>
BUELKTEL DUTA CHEV.	<input type="checkbox"/>
CHILDS TRUCK EQUIPMENT	<input type="checkbox"/>
CHUCK DAVIS CHEV.	<input type="checkbox"/>
CHUCK MILLER FORD	<input type="checkbox"/>
DOUG RUSSELL CHEV., INC.	<input type="checkbox"/>
DUB MILLER FORD, INC.	<input type="checkbox"/>
EAST BERNARD FORD	<input type="checkbox"/>
ENERGY COUNTRY FORD	<input type="checkbox"/>
GEORGE PHARIS CHEV., INC.	<input type="checkbox"/>
GILMAN DODGE	<input checked="" type="checkbox"/>
GMC PARK TEN, INC.	<input type="checkbox"/>
HARRY SHANKS CHEV.	<input type="checkbox"/>
HELFMAN FORD	<input checked="" type="checkbox"/>
JIMMY GREEN CHEV.	<input type="checkbox"/>
JOE CAMP FORD	<input type="checkbox"/>
JOE HUBENAK CHEV., INC.	<input checked="" type="checkbox"/>
KINSEL FORD, INC.	<input type="checkbox"/>
KNAPP CHEVROLET	<input checked="" type="checkbox"/>
LAMARQUE FORD OF TEXAS, INC.	<input type="checkbox"/>
MACK TRUCKS	<input type="checkbox"/>
MCMILLAN FORD	<input type="checkbox"/>
MORT HALL FORD	<input type="checkbox"/>
RON CRAFT CHEV., INC.	<input type="checkbox"/>
RUSSELL AND SMITH FORD	<input type="checkbox"/>
SAM & SONS TRUCK EQUIPMENT	<input type="checkbox"/>
SAN JACINTO FORD	<input type="checkbox"/>
SOUTH LOOP FORD TRUCK SALES	<input type="checkbox"/>
SOUTH TEXAS KENWORTH, INC.	<input type="checkbox"/>
TRUCKS OF TEXAS	<input type="checkbox"/>
WESTWAY FORD, INC.	<input checked="" type="checkbox"/>
WHITE PONT-CAD-GMC	<input type="checkbox"/>
<i>Lawrence Marshall</i>	<input checked="" type="checkbox"/>
<i>Jack Roach Ford</i>	<input checked="" type="checkbox"/>

#26  
4

00696

BID ITEM: One (1) Truck, Cab & Chassis, 28,000 GVW 30 day delivery

BID NUMBER: 86-11

0030

VENDORS NOTIFIED BY LETTER

COMPANY

SUBMITTED

- A.C. COLLINS FORD
- BOB ROBERTSON CHEV.
- BUELKTEL DUTA CHEV.
- CHILDS TRUCK EQUIPMENT
- CHUCK DAVIS CHEV.
- CHUCK MILLER FORD
- DOUG RUSSELL CHEV., INC.
- DUB MILLER FORD, INC.
- EAST BERNARD FORD
- ENERGY COUNTRY FORD
- GEORGE PHARIS CHEV., INC.
- GILMAN DODGE
- GMC PARK TEN, INC.
- HARRY SHANKS CHEV.
- HELFMAN FORD
- JIMMY GREEN CHEV.
- JOE CAMP FORD
- JOE HUBENAK CHEV., INC.
- KINSEL FORD, INC.
- KNAPP CHEVROLET
- LAMARQUE FORD OF TEXAS, INC.
- MACK TRUCKS
- MCMILLAN FORD
- MORT HALL FORD
- RON CRAFT CHEV., INC.
- RUSSELL AND SMITH FORD
- SAM & SONS TRUCK EQUIPMENT
- SAN JACINTO FORD
- SOUTH LOOP FORD TRUCK SALES
- SOUTH TEXAS KENWORTH, INC.
- TRUCKS OF TEXAS
- WESTWAY FORD, INC.
- WHITE PONT-CAD-GMC

No BID

✓

*Plus Moore*

✓

No BID

✓

*Laurence Marshall*  
*JAC*



BID ITEM: One (1) Asphalt Distributor.

BID NUMBER: 86-12

0030

VENDORS NOTIFIED BY LETTER

COMPANY

SUBMITTED

BADO EQUIPMENT

\_\_\_\_\_

BOETTCHER-HLAVNIKA

\_\_\_\_\_

BRAZOS EQUIPMENT SALES

\_\_\_\_\_

CASE POWER AND EQUIPMENT (HOUSTON)

\_\_\_\_\_

CASE POWER AND EQUIPMENT (ROSENBERG)

*Specimen R. Elster*

CONLEY-LOTT NICHOLS MACHINERY

\_\_\_\_\_

D. M. COOK, CO.

\_\_\_\_\_

ENVIRONMENTAL SALES AND SERVICE

\_\_\_\_\_

FOGLE EQUIPMENT CO.

*PICKED UP*

GEMCO EQUIPMENT CO.

\_\_\_\_\_

GULF MACHINERY CO.

\_\_\_\_\_

HAMILTON EQUIPMENT

\_\_\_\_\_

HALL EQUIPMENT AND SUPPLY

\_\_\_\_\_

HERTZ EQUIPMENT CO.

\_\_\_\_\_

HI-WAY EQUIPMENT CO. ✓

*PICKED UP 22,900*

HOUSTON TRACTOR EQUIPMENT

\_\_\_\_\_

HYCO EQUIPMENT CO.

\_\_\_\_\_

INGERSOLL-RAND

\_\_\_\_\_

MCDONALD EQUIPMENT

\_\_\_\_\_

MUSTANG TRACTOR AND EQUIPMENT

\_\_\_\_\_

NICKELL DISTRIBUTORS

\_\_\_\_\_

PLAINS MACHINERY

\_\_\_\_\_

R. B. EVERETT ✓  
RIG AND CRANE

*R. B. Everett*

S & N POWER PRODUCTS

\_\_\_\_\_

SOUTH TEXAS EQUIPMENT CO.

\_\_\_\_\_

TOM FAIRY

\_\_\_\_\_

WACKER CORP.

\_\_\_\_\_

WAUKESHA-PEARCE INDUSTRIES

\_\_\_\_\_

WORLD WIDE WELDING AND PRESS, INC.

\_\_\_\_\_

00638

(#6)

0030

BID ITEM: ANNUAL CONTRACT FOR LIBRARY BOOKS

BID NUMBER: 86-13

VENDORS NOTIFIED BY LETTER

COMPANY

SUBMITTED

BAKER AND TAYLOR

✓

BRODART CO.

✓

AGENDA  
 FORT BEND COUNTY COMMISSIONERS COURT  
 COURTHOUSE ANNEX, RICHMOND, TEXAS  
 REGULAR SESSION  
 MONDAY, FEBRUARY 17, 1986  
 9:00 O'CLOCK A.M.

0030

1. Approve minutes of meeting of February 10, 1986.
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: request to advertise for bids for 10 wide band synthesized mobile radios (installed). (Funds are available)
6. Consider advertising for bids for oil, gas & mineral lease on 0.5 acres of land, a part of John Randon League, A-76, Precinct 4.
7. Consider adopting order calling Colony Bay Levee Improvement District Bond Tax Election; providing details relating thereto; and containing other provisions relating to said election.
8. Consider approval of interlocal agreements between Fort Bend County and various cities within Fort Bend County.
9. Reschedule date for County Auction.
10. Consider approval of pay application in the amount of \$32,945 to Warrior Constructors Inc. and Inv. #27 in the amount of \$670.41 to Sanders & Sanders Assoc. on new library project.
11. Consider rededication and abandonment of Clodine Ditch easements.
12. Consider approval of radio tower lease agreement, for E.M.S. transmitter, between Max Bowen Rentals Inc. and Fort Bend County.
13. Accept roads in Mission Glen, Section 1 into the County road maintenance system in Precinct 3.
14. Accept Lakeview, Riverview and Frazier Roads into the County road maintenance in Precinct 1.
15. Consider application from Fort Bend Telephone Co. to lay cable across Dippel-Lehmann Rd. and along Evelyn Rd. & Dippel-Lehmann Rd. in Precinct 2.
16. Accept bids on the following: (1) Three or more 12-14 yd. dump trucks with trade-in; (2) One or more 1-ton pickup trucks; (3) Four new 1/2-ton pickup trucks; (4) One truck, cab & chassis, minimum 28,000 GVWR 1985 or 1986; (5) Asphalt distributor with hydrostatic drive with or without trade-in; (6) Annual contract for library books.
17. Meet in Closed Session to discuss litigation, land and personnel matters as authorized by Article 6252-17, Sect. 2(e), (f) & (g), V.T.C.S.
18. Take action on any items discussed in Closed Session.
19. 1:30 p.m. - Open bids for the following: (1) Purchase of one or more 1-ton truck, cab & chassis (bid #86-14); & (2) Sale of excess sand and clay material from the Sanitary Landfill Site on Klauke Rd. (#86-15)
20. 1:45 p.m. - Drainage District Board will convene **FILED FOR RECORD**
21. Approve bills.
22. Adjournment.

TIME 3:05 A.M.  
P.M.

FEB 13 1986

*Jodie E. Stavinocha*  
 Jodie E. Stavinocha, County Judge

*James W. ...*  
 County Clerk, Fort Bend Co., Tex.

I certify that this agenda was posted on the bulletin board, Courthouse & glass panels, Courthouse Annex on 2-13-85 at 3:15 p.m. by *D. Landrey*

AGENDA  
 FORT BEND COUNTY DRAINAGE DISTRICT BOARD  
 COURTHOUSE ANNEX, RICHMOND, TEXAS  
 MONDAY, FEBRUARY 17, 1986  
 1:45 O'CLOCK P.M.

1. Discuss monthly Drainage District report.
2. Authorize advertising for bids for excavation on Rabbs Bayou & Flat Bank Creek.
3. Authorize advertising for bids on McCrary Rd. Bridge on Jones Creek in Precinct 3.
4. Discuss petition from landowners on FM-360.
5. Adjournment.

FILED FOR RECORD

TIME 3:05 <sup>AM</sup> ~~P.M.~~

FEB 13 1986

*Deanna Walden*  
 County Clerk, Fort Bend Co., Tex.

*Jodie E. Stavinoha*  
 Jodie E. Stavinoha, Chairman

I certify that this agenda was posted on the bulletin board, County Courthouse & glass panels, Courthouse Annex, Richmond, Texas on Thursday, February 13, 1986 at 3:15 p.m. by A. Lindsey.

EMERGENCY ADDENDUM TO AGENDA  
OF MONDAY, FEBRUARY 17, 1986

0030

FORT BEND COUNTY COMMISSIONERS COURT  
COURTHOUSE ANNEX, RICHMOND, TEXAS  
9:00 O'CLOCK A.M.

The following item should be added to the Commissioners Court  
Agenda of Monday, February 17th:

WALK THROUGH FORT BEND COUNTY LAW ENFORCEMENT  
ACADEMY.

FILED FOR RECORD

NO. \_\_\_\_\_ TIME 4:30 PM

FEB 14 1986

*Diane Wilson*  
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, & glass panels, Courthouse Annex, Richmond,  
Texas on Friday, February 14, 1986 at 4:30 p.m. by D. Lindsey

00802

0030

EMERGENCY ADDENDUM TO AGENDA  
OF MONDAY, FEBRUARY 17, 1986

FORT BEND COUNTY COMMISSIONERS COURT  
COURTHOUSE ANNEX, RICHMOND, TEXAS  
9:00 O'CLOCK A.M.

The following item should be added to the Commissioners Court  
agenda of Monday, February 17th:

APPROVE SUBSTANTIAL COMPLETION ON FORT BEND COUNTY  
LAW ENFORCEMENT ACADEMY.

FILED FOR RECORD

TIME 11:40 <sup>AM.</sup> <sub>P.M.</sub>

FEB 17 1986

*Deanna Wilson*  
County Clerk, Fort Bend Co., Tex.

*Jodie E. Stavinoha*  
Jodie E. Stavinoha, County Judge

I certify that this notice was posted on the bulletin board,  
County Courthouse & glass panels, Courthouse Annex, Richmond,  
Texas on Monday, February 17, 1986 at 11:45 a.m. by *D. Audrey*.

## REGULAR SESSION

0030

BE IT REMEMBERED That on this 17TH day of FEBRUARY, 1986 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 FEBRUARY 10, 1986:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of meeting of February 10, 1986 with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve Depository Pledge Contracts as follows:

Rosenberg Bank & Trust to release \$500,000 U.S. Treasury, Receipt #514266, due on February 15, 1986.

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

Rosenberg Bank & Trust to pledge \$280,000 Lower Colorado River, receipt #668956, due on January 1, 2002.

Texas Capital Richmond to pledge \$300,000 Colorado River Mun. Water, receipt #196555AW6, due on March 1, 1991.

Texas Capital Richmond to pledge \$400,000 Bexar Co. Hth.Dev., receipt #088354AT2, due on November 01, 1990.

Texas Capital Richmond to pledge \$300,000 City of Conroe, receipt #208399EA9, due on March 1, 1992.

Rosenberg Bank & Trust to pledge \$500,000 U.S. Treas., receipt #602593, due on March 15, 1986.

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

Rosenberg Bank & Trust to pledge \$100,000 Eanes I.S.D. receipt #647835, due August 1, 1993.

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

Rosenberg Bank & Trust to pledge \$200,000 Northside I.S.D., receipt #647839, due August 1, 1992.

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

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH ~~Texas Capital Richmond~~  
Pledge  
Release \$ \_\_\_\_\_

Receipt # \_\_\_\_\_

Due Date \_\_\_\_\_

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Texas Capital Richmond  
Pledged \$ 300,000.00,  
Colo. River Mun Water

Receipt # 196555AW6

Due Date 3-1-91

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Rosenberg B&T  
Release \$ 500,000.00,  
U.S. Treas.

Receipt # 514266

Due Date 2/15/86

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Texas Capital Richmond  
Pledged \$ 400,000.00  
Bexar Co. Wtr Dev.

Receipt # 088354AT2

Due Date 11-01-90

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Rosenberg B&T  
Pledge  
Release \$ 150,000

San Antonio Intl Airport

Receipt # 647848

Due Date 7/1/87

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Texas Capital Richmond  
Pledged \$ 300,000.00

City of Comroe

Receipt # 208399EAG

Due Date 3-01-92

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Rosenberg B&T  
Pledge  
Release \$ 250,000

Lower Colorado River

Receipt # 668956

Due Date 1/1/2002

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Rosenberg B&T  
Pledged \$ 500,000.00,  
U.S. Treas

Receipt # 602593

Due Date 2/15/86



FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Rosenberg B&T  
Pledge  
Release \$ 100,000  
Dallas Co. Hosp  
Receipt # 647833  
Due Date 3/1/97

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Rosenberg B&T  
Pledged \$ 150,000  
City of Plano  
Receipt # 647840  
Due Date 6/1/88

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Rosenberg B&T  
Pledge  
Release \$ 100,000  
Janes ISD  
Receipt # 647835  
Due Date 8/1/93

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Rosenberg B&T  
Pledged \$ 100,000  
City of Rosenberg  
Receipt # 647842  
Due Date 3/1/90

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Rosenberg B&T  
Pledge  
Release \$ 100,000  
Grayson Co.  
Receipt # 647837  
Due Date 7/1/96

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Rosenberg B&T  
Pledged \$ 100,000  
City of San Antonio  
Receipt # 647844  
Due Date 12/15/91

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Rosenberg B&T  
Pledge  
Release \$ 200,000  
Northside ISD  
Receipt # 647839  
Due Date 8/1/92

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Rosenberg B&T  
Pledged \$ 100,000  
San Antonio Elec & Gas  
Receipt # ~~2/1/95~~ 647846  
Due Date 2/1/95

0030

Rosenberg Bank & Trust to pledge \$100,000 City of Rosenberg, receipt #647842, due March 1, 1990.

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

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

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve out-of-town travel request for the following county personnel: (Recorded in minutes in full)

COUNTY TREASURER  
COMMISSIONER PRECINCT #4  
DISTRICT ATTORNEY  
COUNTY CLERK  
DISTRICT CLERK

5. SHERIFF GUS GEORGE, RE: REQUEST TO ADVERTISE FOR BIDS FOR 10 WIDE BAND SYNTHESIZED MOBILE RADIOS (INSTALLED). FUNDS ARE AVAILABLE :

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for 10 wide band synthesized mobile radios (installed). Funds are available.

6. CONSIDER ADVERTISING FOR BIDS FOR OIL, GAS & MINERAL LEASE ON 0.5 ACRES OF LAND, A PART OF JOHN RANDON LEAGUE, A-76, PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for bid for oil, gas and mineral lease on 0.5 acres of land, a part of John Randon League, A-76, Precinct 4.

7. CONSIDER ADOPTING ORDER CALLING COLONY BAY LEVEE IMPROVEMENT DISTRICT BOND TAX ELECTION; PROVIDING DETAILS RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO SAID ELECTION:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting no, it is ordered to adopt order calling Colony Bay Levee Improvement District Bond Tax Election for March 15, 1986. (Receipt of \$200.00 election filing fee)

Tim Green representing Rose & Ryman request approval of Bond Tax Election for Colony Bay LID. (Recorded in minutes in full)

8. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS BETWEEN FORT BEND COUNTY AND VARIOUS CITIES WITHIN FORT BEND COUNTY:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Interlocal Agreements between Fort Bend County and the following cities within Fort Bend County:

CITY OF SIMONTON (Road maintenance & improvements)  
CITY OF FULSHEAR (Road maintenance & improvements)  
CITY OF ORCHARD (Road maintenance & improvements)

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:

Dale Hyde, Ann Lindsey

Period: Date of Departure 4/21/86

Date of Return 4/24/86

Purpose of Trip: County Treasurer Seminar

Places to be Visited: College Station

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

Kathy Hynan (Name)

County Treasurer (Title)

2/14/86 (Date)

\*\*\*\*\*

Approved: Commissioners' 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure Feb 25  
Date of Return Feb - 27

Purpose of Trip: Commissioner + Judge Seminar

Places to be Visited: College Station

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

2/14/84 Bob Lutz  
Date Name  
Act. 4  
Title

\*\*\*\*\*

Approved: Commissioners' 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:

Joyce E. Dancer

Period: Date of Departure March 10, 1986

Date of Return March 11, 1986

Purpose of Trip: to attend Advanced Course for Professional Secretary in Criminal Justice

Places to be Visited: Huntsville, TX

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

Signature: WDM, Date: 2-10-86, Title: Crim. Dist. Atty.

\*\*\*\*\*

Approved: Commissioners' 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:

Susan Smith

Period: Date of Departure May 3, 1986

Date of Return May 8, 1986

Purpose of Trip: to attend seminar on Trial Advocacy

Places to be Visited: Philadelphia, PA

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

2-10-86 Date W. J. Cren. Dist. Atty. Name Title

\*\*\*\*\*

Approved: Commissioners' Court

County Judge Date

*Funds Available #0701*

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:

*Deanne Wilson & 2 Clerks*

Period: Date of Departure 3-18-86

Date of Return 3-20-86

Purpose of Trip: County/District Clerk

Conference

Places to be Visited: College Station

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

personal auto

Deanne Wilson

Name

County Clerk

Title

2-11-86

Date

\*\*\*\*\*

Approved: Commissioners' Court

County Judge

2-17-86

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure Mar. 18, 1986

Date of Return Mar. 20, 1986

Purpose of Trip: Area County & District Clerks Meeting (Budgeted)

Places to be Visited: College Station, Texas

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

*Irene Wlazlyk*  
Name

1-31-86  
Date

District Clerk  
Title

\*\*\*\*\*

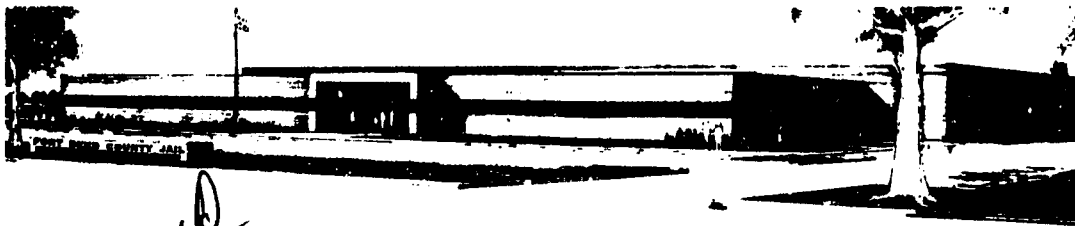
Approved: Commissioners' Court

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Date



STATE OF TEXAS COUNTY OF FORT BEND



#5  
00313

0030

713/342-6116

GUS GEORGE, SHERIFF  
1410 Ransom Road  
Richmond, Texas 77469

*Approved  
2/17*

February 10, 1986

Honorable Jodie E. 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 the Fort Bend County Commissioners' Court authorize the County Purchasing Agent, Mr. John Hammett, to advertise for bids for ten (10) Wide Band Synthesized mobile radios (installed). Suggested specifications are attached for your approval.

Funds are available in the Fort Bend County Sheriff Department 1986 Budget.

Your favorable consideration of this request will be appreciated.

Sincerely,

Gus George  
Sheriff

GG/jj  
enclosure

cc: Mrs. Joyce Tompkins

Mr. John Hammett

SPECIFICATIONS:

SHOCK & VIBRATION:	Meets EIA and U.S. Forest Service Specifications
PROGRAMMING:	Externally programmable using Universal Radio Programmer
FREQUENCY RANGE:	150-174 MHz
AUDIO OUTPUT:	3W at 5% Dist.
FREQUENCY SEPARATION	24 MHz
CHANNEL CAPACITY:	16
CONSTRUCTION:	Die-cast aluminum frame, fiberglass-epoxy printed circuit boards
FREQUENCY RANGE:	150-174 MHz
RATED POWER OUTPUT:	40 watts
FREQUENCY SEPARATION: (Full Performance)	24 MHz
SCAN:	May add and delete channels from front panel control
PRIORITY:	Fixed or selectable from front channel panel control

PETITION FOR THE ISSUANCE OF BONDS  
AND  
FOR A BOND ELECTION  
WITHIN  
COLONY BAY LEVEE IMPROVEMENT DISTRICT  
OF FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

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

The undersigned (herein the "Petitioners"), being Colony Bay Levee Improvement District of Fort Bend County, Texas (the "District") and the owner of a majority of the acreage included within the District (the "Landowner"), acting pursuant to the provisions of Vernon's Texas Civil Statutes, Texas Water Code, Chapter 57, respectfully petition the County Judge and Commissioners' Court of Fort Bend County, Texas, (i) for the issuance of the bonds herein described (the "Bonds") and (ii) to order an election in the District for the purpose of submitting a proposition on the issuance of the Bonds and the levy of a tax in payment thereof, and Petitioners would respectfully show the following:

I.

The District was created by the Commissioners' Court of Fort Bend County, Texas, by order dated August 6, 1984.

II.

The District is organized and exists under the terms and provisions of Article XVI, Section 59, Texas Constitution, and Chapter 57 of the Texas Water Code, as amended.

III.

The undersigned are Chairman and Vice Chairman of the Board of Directors of the District and the owner of a majority of the acreage included within the District, respectively.

IV.

Pursuant to the provisions of Sections 57.151 through 57.156, Texas Water Code, an engineer's survey and report titled "Colony Bay Levee Improvement District of Fort Bend County, Texas Final Engineering Report and Plan of Reclamation"; dated November, 1985, was prepared and submitted to the Texas Water Commission and the Board of Directors of the District. Such report was adopted by the Board of Directors of the District on November 7, 1985, as the District's Plan of Reclamation and approved by the Texas Water Commission on January 28, 1986 (the "Plan of Reclamation").

V.

The cost estimates approved by the Texas Water Commission and the Board of Directors of the District for the acquisition and construction of the improvements, the costs of maintaining and operating the District as well as the costs associated with the issuance of the District's bonds, all as described in the Plan of Reclamation is \$11,710,000. Such amount is not more than the sum of:

0030

A. The estimated cost of the acquisition or construction of improvements to be made according to the adopted plan of reclamation approved by the Texas Water Commission;

B. An amount to pay interest on the bonds during the period stated in the engineer's report, which shall be not more than two years from the time the bonds are issued as approved by the Texas Water Commission;

C. The cost of maintenance of the improvements for two years as approved by the Texas Water Commission;

D. An additional ten percent (10%) to meet emergencies, modifications, and charges lawfully made; and

E. All damages awarded against the District.

#### VI.

The Landowner requests that the Bonds of the District be issued in the maximum aggregate principal amount of \$11,710,000, excluding any bonds which may be issued to refund same except to the extent that such bonds are issued to refund bonds of lesser principal amounts, bearing interest at any rate or rates, provided that the net effective interest rate shall not exceed the maximum legal limit in effect at the time of issuance.

#### VII.

The Landowner also requests that an election be held in the District to determine whether or not the Bonds should be issued by the District for the purposes indicated in the Plan of Reclamation and for the amount stated and whether or not taxes should be levied in the District to pay for the Bonds. It is requested that at such election the following proposition be submitted:

#### PROPOSITION

SHALL THE BOARD OF DIRECTORS OF COLONY BAY LEVEE IMPROVEMENT DISTRICT OF FORT BEND COUNTY, TEXAS BE AUTHORIZED, AS NOW OR HEREAFTER PROVIDED BY LAW, TO ISSUE THE BONDS OF SAID DISTRICT IN ONE OR MORE ISSUES OR SERIES IN THE MAXIMUM AMOUNT OF \$11,710,000 MATURING SERIALLY OR OTHERWISE IN SUCH INSTALLMENTS AS MAY BE FIXED BY SAID BOARD OVER A PERIOD OR PERIODS NOT EXCEEDING THIRTY (30) YEARS FROM THEIR DATE OR DATES, BEARING INTEREST AT ANY RATE OR RATES (EITHER FIXED, VARIABLE, OR FLOATING ACCORDING TO ANY CLEARLY STATED FORMULA, CALCULATION, OR METHOD), AND TO SELL SAID BONDS AT ANY PRICE OR PRICES, PROVIDED THAT THE NET EFFECTIVE INTEREST RATE ON ANY ISSUE OR SERIES OF BONDS SHALL NOT EXCEED THE MAXIMUM LEGAL LIMIT IN EFFECT AT THE TIME OF ISSUANCE OF EACH SUCH ISSUE OR SERIES, ALL AS MAY BE DETERMINED BY THE BOARD OF DIRECTORS OF SAID DISTRICT, FOR THE PURPOSE OR PURPOSES OF ACQUIRING, PURCHASING, BUILDING, CONSTRUCTING, COMPLETING, CARRYING OUT, MAINTAINING, PROTECTING, MODIFYING, REPAIRING, IMPROVING, ADDING TO AND REBUILDING, ALL WORKS, IMPROVEMENTS, FACILITIES, EQUIPMENT AND APPLIANCES, INTERESTS IN PROPERTY, AND CONTRACT RIGHTS, NEEDED THEREFOR AND ADMINISTRATIVE FACILITIES NEEDED IN CONNECTION THEREWITH, TO PROVIDE A SYSTEM OF LEVEES, DRAINAGE DITCHES, DRAINAGE STRUCTURES, GATES, CULVERTS, BRIDGES AND OTHER IMPROVEMENTS NECESSARY OR PROPER TO FULLY ACCOMPLISH A RECLAMATION PLAN FOR DRAINING LAND WITHIN THE DISTRICT, RECLAIMING LAND IN THE DISTRICT FROM OVERFLOW OR DAMAGE BY WATERS FROM STREAMS OR RIVERS INSIDE OR ADJACENT TO THE DISTRICT WHICH MAY AFFECT LAND WITHIN THE DISTRICT, AND STRAIGHTENING

STREAMS WHICH MAY INJURE LAND IN THE DISTRICT, AND TO PROVIDE FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON SUCH BONDS BY THE LEVY AND COLLECTION OF A SUFFICIENT TAX UPON ALL TAXABLE PROPERTY WITHIN SAID DISTRICT AS MAY BE PROVIDED IN THE ORDERS OR RESOLUTIONS AUTHORIZING ISSUANCE OF SUCH BONDS, ALL AS NOW OR HEREAFTER AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS?

## VIII.

The sum of Two Hundred Dollars (\$200.00) accompanies this petition to cover expenses incident to the requested bond election and other expenses that may be properly incurred before the Bonds are sold and issued.

WHEREFORE, the undersigned respectfully pray: 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, if it be in session, and if not, then the Honorable County Judge of Fort Bend County, Texas, order that an election be held within the District for the purposes hereinabove described; that such election order be entered in the minutes of the Commissioners' Court of Fort Bend County, Texas; that the County Clerk be ordered to issue and give to the Sheriff of Fort Bend County, Texas a notice stating in substance the contents of the election order and the time and place of the election; that the Sheriff or his Deputy be directed to post a copy of the notice as required by law by posting notice of such election at the courthouse door and at four (4) different places in the District for at least ten (10) days before the date of the election; that the Sheriff or other person posting the notice be ordered to make return to the County Clerk, and that a return by an individual other than the Sheriff be made under oath before some person authorized by law to administer oaths; that the election be held and conducted and returns thereof made to the Commissioners' Court of Fort Bend County, Texas, or to the County Judge of Fort Bend County, Texas, in accordance with the Election Code of the State of Texas as modified by Chapter 57, Title 4, Texas Water Code, as amended; and for such other proceedings and orders as are proper and necessary and appropriate to the authorization and issuance of the Bonds and the conduct of the aforesaid election.

RESPECTFULLY SUBMITTED THIS 6th day of February, 1986.

COLONY BAY  
LEVEE IMPROVEMENT DISTRICT OF  
FORT BEND COUNTY, TEXAS


By:   
Chairman, Board of Directors

ATTEST:

  
Vice Chairman, Board of Directors

(SEAL)

AFFILIATED CAPITAL CORPORATION, a  
Delaware Corporation

By:   
Its: Vice-President

ORDER CALLING COLONY BAY LEVEE IMPROVEMENT  
DISTRICT OF FORT BEND COUNTY, TEXAS BOND ELECTION;  
PROVIDING DETAILS RELATING THERETO; AND  
CONTAINING OTHER PROVISIONS RELATING TO SAID ELECTION

WHEREAS, Colony Bay Levee Improvement District of Fort Bend County, Texas (the "District"), and the owners of a majority of the acreage included in the District, acting pursuant to the provisions of Chapter 57, Title 4, Texas Water Code, have presented to the Commissioners' Court of Fort Bend County, Texas, a petition, a copy of which is attached hereto as Exhibit "A" (the "Petition"), which Petition prays that said Commissioners' Court order an election within and for the District for the purposes of determining: (1) whether or not the bonds of the District should be issued by the District in the amount and upon the terms and conditions set forth in the Petition; and

WHEREAS, it appears to the Commissioners' Court, and this Court so affirmatively finds that:

1. The Petition is in due form of law, and was duly presented to this Court;

2. The Petition is signed by the owners or by the legal representatives of the owners of a majority of the acreage included in the District;

3. The Petition is signed by the Chairman and Vice Chairman of the Board of Directors of the District, and the execution of the Petition by the Chairman and Vice Chairman has been properly authorized by the Board of Directors of the District;

4. The Board of Directors of the District and the Texas Water Commission, have approved a Plan of Reclamation for the District and have estimated the cost of such Plan to be \$11,710,000;

5. The amount of the Bonds stated in the Petition is not more than the sum of:

A. The estimated cost of the acquisition or construction of improvements to be made according to

the adopted Plan of Reclamation approved by the Texas Water Commission;

B. An amount to pay interest on the bonds during the period stated in the engineer's report, which shall be not more than two years from the time the bonds are issued, as approved by the Texas Water Commission;

C. The cost of maintenance of the improvements for two years, as approved by the Texas Water Commission;

D. An additional ten percent (10%) to meet emergencies, modifications, and charges lawfully made; and

E. All damages awarded against the District.

6. The Petition otherwise conforms to the requirements of Chapter 57, Title 4, Texas Water Code; and WHEREAS, in view of the foregoing findings, the Court is of the opinion that the Petition should be granted and the election as prayed for should be ordered; therefore,

BE IT ORDERED, ADJUDGED AND DECREED by the Commissioners' Court of Fort Bend County, Texas:

Section 1: That all of the facts recited in the preamble to this order are hereby found and declared to be true and correct.

Section 2: A special election shall be held within the boundaries of Colony Bay Levee Improvement District of Fort Bend County, Texas, on March 15, 1986, between the hours of 7:00 a.m. and 7:00 p.m. at 6616 Highway 6, a residence within the District, at which there shall be submitted the following proposition:

PROPOSITION NO. 1

SHALL THE BOARD OF DIRECTORS OF COLONY BAY LEVEE IMPROVEMENT DISTRICT OF FORT BEND COUNTY, TEXAS BE AUTHORIZED, AS NOW OR HEREAFTER PROVIDED BY LAW, TO ISSUE THE BONDS OF SAID DISTRICT IN ONE OR MORE ISSUES OR SERIES IN THE MAXIMUM AMOUNT OF \$11,710,000 MATURING SERIALLY OR OTHERWISE IN SUCH INSTALLMENTS AS MAY BE FIXED BY SAID BOARD OVER A PERIOD OR PERIODS NOT EXCEEDING THIRTY (30) YEARS FROM THEIR DATE OR DATES, BEARING INTEREST AT ANY RATE OR RATES (EITHER FIXED, VARIABLE, OR FLOATING ACCORDING TO ANY CLEARLY STATED FORMULA, CALCULATION, OR METHOD), AND TO SELL SAID

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BONDS AT ANY PRICE OR PRICES, PROVIDED THAT THE NET EFFECTIVE INTEREST RATE ON ANY ISSUE OR SERIES OF BONDS SHALL NOT EXCEED THE MAXIMUM LEGAL LIMIT IN EFFECT AT THE TIME OF ISSUANCE OF EACH SUCH ISSUE OR SERIES, ALL AS MAY BE DETERMINED BY THE BOARD OF DIRECTORS OF SAID DISTRICT, FOR THE PURPOSE OR PURPOSES OF ACQUIRING, PURCHASING, BUILDING, CONSTRUCTING, COMPLETING, CARRYING OUT, MAINTAINING, PROTECTING, MODIFYING, REPAIRING, IMPROVING, ADDING TO AND REBUILDING, ALL WORKS, IMPROVEMENTS, FACILITIES, EQUIPMENT AND APPLIANCES, INTERESTS IN PROPERTY, AND CONTRACT RIGHTS, NEEDED THEREFOR AND ADMINISTRATIVE FACILITIES NEEDED IN CONNECTION THEREWITH, TO PROVIDE A SYSTEM OF LEVEES, DRAINAGE DITCHES, DRAINAGE STRUCTURES, GATES, CULVERTS, BRIDGES AND OTHER IMPROVEMENTS NECESSARY OR PROPER TO FULLY ACCOMPLISH A RECLAMATION PLAN FOR DRAINING LAND WITHIN THE DISTRICT, RECLAIMING LAND IN THE DISTRICT FROM OVERFLOW OR DAMAGE BY WATERS FROM STREAMS OR RIVERS INSIDE OR ADJACENT TO THE DISTRICT WHICH MAY AFFECT LAND WITHIN THE DISTRICT, AND STRAIGHTENING STREAMS WHICH MAY INJURE LAND IN THE DISTRICT, AND TO PROVIDE FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON SUCH BONDS BY THE LEVY AND COLLECTION OF A SUFFICIENT TAX UPON ALL TAXABLE PROPERTY WITHIN SAID DISTRICT AS MAY BE PROVIDED IN THE ORDERS OR RESOLUTIONS AUTHORIZING ISSUANCE OF SUCH BONDS, ALL AS NOW OR HEREAFTER AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS?

Section 3: Voting in the election shall be by the use of paper ballots which shall be printed in both English and Spanish and which shall conform to the requirements of the Election Code of the State of Texas. The ballots used in the election shall have printed thereon the following:

OFFICIAL BALLOT  
BALOTA OFICIAL

PROPOSITION NO. 1  
PROPOSICION NO. 1

[ ]	FOR	THE ISSUANCE OF BONDS AND THE LEVY OF
[ ]	AGAINST	TAXES TO PAY FOR THE BONDS.
[ ]	EN FAVOR DE	LA EMISION DE BONOS Y EL GRAVAMEN DE
[ ]	EN CONTRA DE	IMPUESTOS PARA PAGAR LOS BONOS

Each voter shall vote on the proposition by placing an "X" in the square beside the statement indicating the way he or she wishes to vote.

Section 4: The boundaries of the District as established by the Commissioners' Court are hereby established as and shall constitute one election precinct and the following are hereby appointed officers of said election:



Debra W. Rice - Presiding Judge

Nancy S. Woods - Alternate Presiding Judge/Clerk

Absentee voting in the election by personal appearance shall begin on the 20th day preceding the election and shall continue through the 4th day preceding the election. The clerk for absentee voting shall be Nancy S. Woods and the place at which such absentee voting shall be conducted is at 6616 Highway 6, Sugar Land, Texas, within the boundaries of the District.

The absentee voting clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is the same as above. The absentee voting clerk shall keep the absentee voting place open from 9:00 a.m. to 5:00 p.m., on each day for absentee voting which is not a Saturday, a Sunday or an official State holiday.

Section 5: The election shall be held and conducted and returns made to the Commissioners' Court of Fort Bend County, Texas, in accordance with the Election Code as modified by Chapter 57, Texas Water Code.

Section 6: All qualified resident electors of the District shall be entitled to vote in the election.

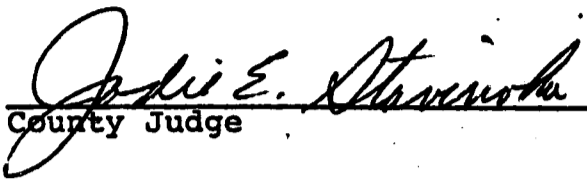
Section 7: The Petition shall be properly filed as provided by law. The County Clerk shall issue and give to the Sheriff a notice both in English and Spanish stating in substance the contents of this election order and the time and place of the election. The Sheriff or his Deputy is hereby directed to give notice as required by law by posting notice of this election at the courthouse door and at four (4) different places in the District for at least ten (10) days before the date of the election. The Sheriff or person posting notice shall make return to the County Clerk. A return by an individual other than the Sheriff shall be made under oath before some person authorized by law to administer oaths. The election shall be held and conducted and returns made to the Commissioners' Court of Fort Bend County, Texas, in accordance with the Election Code of the

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State of Texas as modified by Chapter 57, Title 4, Texas Water Code.

ADOPTED this 17th day of February, 1986.

  
\_\_\_\_\_  
County Judge

ATTEST:

  
\_\_\_\_\_  
Dianne Wilson  
County Clerk of the  
Commissioners Court of  
Fort Bend County, Texas

(COMM. CT. SEAL)

17

PETITION FOR THE ISSUANCE OF BONDS  
AND  
FOR A BOND ELECTION  
WITHIN  
COLONY BAY LEVEE IMPROVEMENT DISTRICT  
OF FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

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

The undersigned (herein the "Petitioners"), being Colony Bay Levee Improvement District of Fort Bend County, Texas (the "District") and the owner of a majority of the acreage included within the District (the "Landowner"), acting pursuant to the provisions of Vernon's Texas Civil Statutes, Texas Water Code, Chapter 57, respectfully petition the County Judge and Commissioners' Court of Fort Bend County, Texas, (i) for the issuance of the bonds herein described (the "Bonds") and (ii) to order an election in the District for the purpose of submitting a proposition on the issuance of the Bonds and the levy of a tax in payment thereof, and Petitioners would respectfully show the following:

I.

The District was created by the Commissioners' Court of Fort Bend County, Texas, by order dated August 6, 1984.

II.

The District is organized and exists under the terms and provisions of Article XVI, Section 59, Texas Constitution, and Chapter 57 of the Texas Water Code, as amended.

III.

The undersigned are Chairman and Vice Chairman of the Board of Directors of the District and the owner of a majority of the acreage included within the District, respectively.

IV.

Pursuant to the provisions of Sections 57.151 through 57.156, Texas Water Code, an engineer's survey and report titled "Colony Bay Levee Improvement District of Fort Bend County, Texas Final Engineering Report and Plan of Reclamation"; dated November, 1985, was prepared and submitted to the Texas Water Commission and the Board of Directors of the District. Such report was adopted by the Board of Directors of the District on November 7, 1985, as the District's Plan of Reclamation and approved by the Texas Water Commission on January 28, 1986 (the "Plan of Reclamation").

V.

The cost estimates approved by the Texas Water Commission and the Board of Directors of the District for the acquisition and construction of the improvements, the costs of maintaining and operating the District as well as the costs associated with the issuance of the District's bonds, all as described in the Plan of Reclamation is \$11,710,000. Such amount is not more than the sum of:

**EXHIBIT "A"**

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A. The estimated cost of the acquisition or construction of improvements to be made according to the adopted plan of reclamation approved by the Texas Water Commission;

B. An amount to pay interest on the bonds during the period stated in the engineer's report, which shall be not more than two years from the time the bonds are issued as approved by the Texas Water Commission;

C. The cost of maintenance of the improvements for two years as approved by the Texas Water Commission;

D. An additional ten percent (10%) to meet emergencies, modifications, and charges lawfully made; and

E. All damages awarded against the District.

#### VI.

The Landowner requests that the Bonds of the District be issued in the maximum aggregate principal amount of \$11,710,000, excluding any bonds which may be issued to refund same except to the extent that such bonds are issued to refund bonds of lesser principal amounts, bearing interest at any rate or rates, provided that the net effective interest rate shall not exceed the maximum legal limit in effect at the time of issuance.

#### VII.

The Landowner also requests that an election be held in the District to determine whether or not the Bonds should be issued by the District for the purposes indicated in the Plan of Reclamation and for the amount stated and whether or not taxes should be levied in the District to pay for the Bonds. It is requested that at such election the following proposition be submitted:

#### PROPOSITION

SHALL THE BOARD OF DIRECTORS OF COLONY BAY LEVEE IMPROVEMENT DISTRICT OF FORT BEND COUNTY, TEXAS BE AUTHORIZED, AS NOW OR HEREAFTER PROVIDED BY LAW, TO ISSUE THE BONDS OF SAID DISTRICT IN ONE OR MORE ISSUES OR SERIES IN THE MAXIMUM AMOUNT OF \$11,710,000 MATURING SERIALLY OR OTHERWISE IN SUCH INSTALLMENTS AS MAY BE FIXED BY SAID BOARD OVER A PERIOD OR PERIODS NOT EXCEEDING THIRTY (30) YEARS FROM THEIR DATE OR DATES, BEARING INTEREST AT ANY RATE OR RATES (EITHER FIXED, VARIABLE, OR FLOATING ACCORDING TO ANY CLEARLY STATED FORMULA, CALCULATION, OR METHOD), AND TO SELL SAID BONDS AT ANY PRICE OR PRICES, PROVIDED THAT THE NET EFFECTIVE INTEREST RATE ON ANY ISSUE OR SERIES OF BONDS SHALL NOT EXCEED THE MAXIMUM LEGAL LIMIT IN EFFECT AT THE TIME OF ISSUANCE OF EACH SUCH ISSUE OR SERIES, ALL AS MAY BE DETERMINED BY THE BOARD OF DIRECTORS OF SAID DISTRICT, FOR THE PURPOSE OR PURPOSES OF ACQUIRING, PURCHASING, BUILDING, CONSTRUCTING, COMPLETING, CARRYING OUT, MAINTAINING, PROTECTING, MODIFYING, REPAIRING, IMPROVING, ADDING TO AND REBUILDING, ALL WORKS, IMPROVEMENTS, FACILITIES, EQUIPMENT AND APPLIANCES, INTERESTS IN PROPERTY, AND CONTRACT RIGHTS, NEEDED THEREFOR AND ADMINISTRATIVE FACILITIES NEEDED IN CONNECTION THEREWITH, TO PROVIDE A SYSTEM OF LEVEES, DRAINAGE DITCHES, DRAINAGE STRUCTURES, GATES, CULVERTS, BRIDGES AND OTHER IMPROVEMENTS NECESSARY OR PROPER TO FULLY ACCOMPLISH A RECLAMATION PLAN FOR DRAINING LAND WITHIN THE DISTRICT, RECLAIMING LAND IN THE DISTRICT FROM OVERFLOW OR DAMAGE BY WATERS FROM STREAMS OR RIVERS INSIDE OR ADJACENT TO THE DISTRICT WHICH MAY AFFECT LAND WITHIN THE DISTRICT, AND STRAIGHTENING

STREAMS WHICH MAY INJURE LAND IN THE DISTRICT, AND TO PROVIDE FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON SUCH BONDS BY THE LEVY AND COLLECTION OF A SUFFICIENT TAX UPON ALL TAXABLE PROPERTY WITHIN SAID DISTRICT AS MAY BE PROVIDED IN THE ORDERS OR RESOLUTIONS AUTHORIZING ISSUANCE OF SUCH BONDS, ALL AS NOW OR HEREAFTER AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS?

VIII.

The sum of Two Hundred Dollars (\$200.00) accompanies this petition to cover expenses incident to the requested bond election and other expenses that may be properly incurred before the Bonds are sold and issued.

WHEREFORE, the undersigned respectfully pray: 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, if it be in session, and if not, then the Honorable County Judge of Fort Bend County, Texas, order that an election be held within the District for the purposes hereinabove described; that such election order be entered in the minutes of the Commissioners' Court of Fort Bend County, Texas; that the County Clerk be ordered to issue and give to the Sheriff of Fort Bend County, Texas a notice stating in substance the contents of the election order and the time and place of the election; that the Sheriff or his Deputy be directed to post a copy of the notice as required by law by posting notice of such election at the courthouse door and at four (4) different places in the District for at least ten (10) days before the date of the election; that the Sheriff or other person posting the notice be ordered to make return to the County Clerk, and that a return by an individual other than the Sheriff be made under oath before some person authorized by law to administer oaths; that the election be held and conducted and returns thereof made to the Commissioners' Court of Fort Bend County, Texas, or to the County Judge of Fort Bend County, Texas, in accordance with the Election Code of the State of Texas as modified by Chapter 57, Title 4, Texas Water Code, as amended; and for such other proceedings and orders as are proper and necessary and appropriate to the authorization and issuance of the Bonds and the conduct of the aforesaid election.

RESPECTFULLY SUBMITTED THIS 6th day of February, 1986.

COLONY BAY  
LEVEE IMPROVEMENT DISTRICT OF  
FORT BEND COUNTY, TEXAS

By: [Signature]  
~~Chairman, Board of Directors~~

ATTEST:

[Signature]  
Vice Chairman, Board of Directors

(SEAL)

AFFILIATED CAPITAL CORPORATION, a  
Delaware Corporation

By: [Signature]  
Its: Vice-President

0070  
THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Fort Bend County, Texas, do hereby certify that the attached and foregoing is a true and correct copy of an Order Calling Colony Bay Levee Improvement District of Fort Bend County, Texas Bond Election; Providing Details Relating Thereto; and Containing Other Provisions Relating To Said Election, which order was passed and adopted by the Fort Bend County Commissioners' Court on the 17th day of February, 1986, together with a copy of so much of the minutes as show the canvassing of the Court, the names of the members present and absent and the passage and adoption of such Order, all as same appears of record in the minutes of said Court and on file in my office.

WITNESS MY HAND AND THE SEAL OF THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, this 17 day of February, 1986.

By: *Dianne Wilson*  
DIANNE WILSON  
County Clerk and Ex-Officio  
Clerk of the Commissioners'  
Court of Fort Bend County,  
Texas

(SEAL)

THE STATE OF TEXAS       §  
COUNTY OF FORT BEND     §

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
THE CITY OF SIMONTON, TEXAS

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's assistance in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the County desires to assist the City in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of said City;

WHEREAS, the governing body of said County 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 and City mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.
2. The letter from the Mayor of the City shall set forth the following:
  - a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

- b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.
  - c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.
  - d. That the City agrees to pay for any and all materials used by the County pertaining to the request.
3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.
5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.
6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.



- 7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
- 8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.
- 9. 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 21<sup>st</sup> day of January, 1986.

City of Simonton, Texas

Marcus Bullock  
Mayor

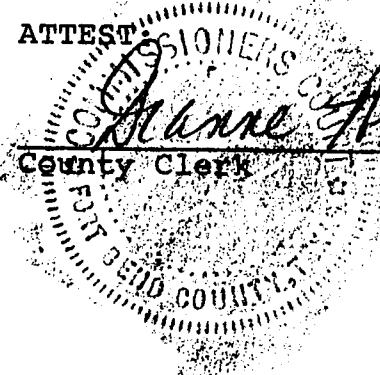


James C. Hill  
City Secretary

SIGNED this 17 day of February, 1986.

County of Fort Bend

Judge E. Stavinola  
County Judge



Blanche 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 FULSHEAR, TEXAS

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's assistance in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the County desires to assist the City in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of said City;

WHEREAS, the governing body of said County 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 and City mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.
2. The letter from the Mayor of the City shall set forth the following:
  - a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

- b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.
  - c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.
  - d. That the City agrees to pay for any and all materials used by the County pertaining to the request.
3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.
5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.
6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

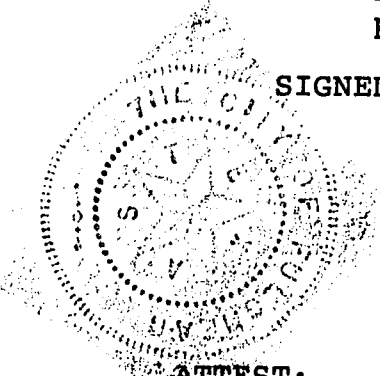
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- 7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
- 8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.
- 9. 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 27 day of JANUARY, 1986.

City of Fulshear, Texas

Frances Smart  
Mayor PRO-TEM



ATTEST:

Carolyn H. Smith  
City Secretary

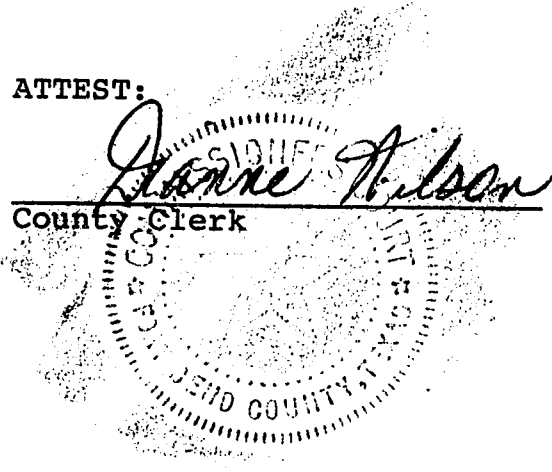
SIGNED this 17 day of February, 1986.

County of Fort Bend

Jodie E. Stavinska  
County Judge

ATTEST:

Deanne Wilson  
County Clerk



THE STATE OF TEXAS       §  
COUNTY OF FORT BEND     §

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
THE CITY OF ORCHARD, TEXAS

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Orchard, hereinafter referred to as "City".

WHEREAS, the City desires the County's assistance in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the County desires to assist the City in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of said City;

WHEREAS, the governing body of said County 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 and City mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.
2. The letter from the Mayor of the City shall set forth the following:
  - a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

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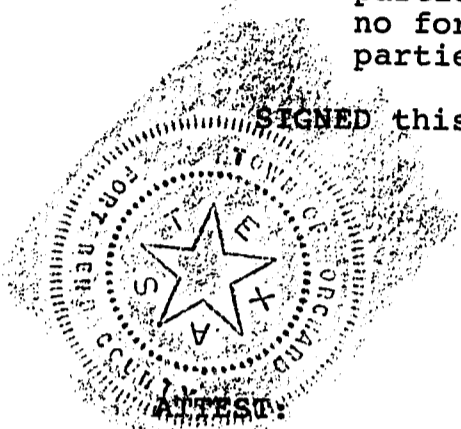
- b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.
  - c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.
  - d. That the City agrees to pay for any and all materials used by the County pertaining to the request.
3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.
5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.
6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

- 7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
- 8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 198\_\_\_, and must be renewed annually thereafter.
- 9. 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 15<sup>th</sup> day of JANUARY, 1986.

City of Orchard, Texas

Eugene L. Demmy  
Mayor



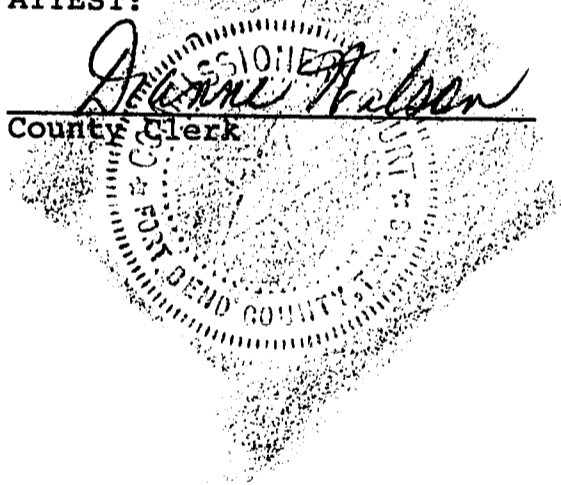
ATTEST:  
[Signature]  
City Secretary

SIGNED this 17 day of February, 1986.

County of Fort Bend

Jodie E. Stevinohu  
County Judge

ATTEST:  
[Signature]  
County Clerk



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9. RESCHEDULE DATE FOR COUNTY AUCTION :

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to reschedule county auction for April 13, 1986 at 1:30 p.m. at Fairgrounds.

10. CONSIDER APPROVAL OF PAY APPLICATION IN THE AMOUNT OF \$32,945 TO WARRIOR CONSTRUCTORS INC. AND INV. #27 IN THE AMOUNT OF \$670.41 TO SANDERS & SANDERS ASSOC. ON NEW LIBRARY PROJECT :

Approval of application in the amount of \$32,945 to Warrior Constructors Inc.:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Pustka absent for vote, it is ordered to approve application in the amount of \$32,945 to Warrior Constructors Inc..

Approve Inv.#27 in the amount of \$670.41 to Sanders & Sanders Assoc. on new library project:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve invoice #27 in the amount of \$670.41 to Sanders & Sanders Assoc. on new library project. (Recorded in minutes in full)

11. CONSIDER REDEDICATION AND ABANDONMENT OF CLODINE DITCH EASEMENTS :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to allow rededication and abandonment of Clodine Ditch easements. (Recorded in minutes in full)

12. CONSIDER APPROVAL OF RADIO TOWER LEASE AGREEMENT, FOR E.M.S. TRANSMITTER, BETWEEN MAX BOWEN RENTALS INC. AND FORT BEND COUNTY :

Postponed

13. ACCEPT ROADS IN MISSION GLEN, SECTION 1 INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept the following roads in Mission Glen, Section 1 into the county road maintenance system in Precinct 3: (Recorded in minutes in full)

Addicks Clodine Road	2770.73 feet
Williwaw Drive	423.69 feet
Wildwood Lake Drive	1860.14 feet
Riverside Grove Drive	2159.65 feet
Woodland Willows Drive	1461.10 feet
Grand Knolls Drive	1546.55 feet
Evergreen Place Drive	1292.17 feet
Wildwood Glen Drive	961.36 feet
Prairie Oaks Drive	1158.04 feet
Town Green Drive	1021.42 feet

14. ACCEPT LAKEVIEW, RIVERVIEW AND FRAZIER ROADS INTO THE COUNTY ROAD MAINTENANCE IN PRECINCT 1:

Postponed



Co. Clerk 00737

0030

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGE

TO (Owner): Fort Bend County  
Commissioners Court

PROJECT: FORT BEND COUNTY LIBRARY  
Richmond, Texas

APPLICATION NO: 809-

PERIOD FROM:

TO:

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

### CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
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.

BARBARA JEAN MARTIN  
Notary Public, Texas, State at Large  
My Commission Expires September 25, 1988

CONTRACTOR: WARRIOR CONSTRUCTORS, INC.

By: [Signature] Date: 1-31-86

## 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.

A 10  
2-11-86

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The present status or 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 ..... \$ 6,766,073.00  
(Column G on G703)

RETAINAGE ..... % ..... \$ 468,929.00  
or total in Column I on G703

TOTAL EARNED LESS RETAINAGE ..... \$ 6,297,144.00

LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 6,264,199.00

CURRENT PAYMENT DUE ..... \$ 32,945.00

State of: TEXAS County of: FORT BEND  
Subscribed and sworn to before me this 31st day of JAN, 1986  
Notary Public: Barbara Jean Martin  
My Commission expires: 9-25-88

AMOUNT CERTIFIED ..... \$ 32,945.00  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: [Signature] Date: Feb 4, 1986

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, 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 WORK COMPLETED			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	Stored Materials (not in D or E)			
BP-1	Sitework	394,325	391,786	2,539	-0-	394,325	-0-	19,716
BP-2	Structural	1,414,129	1,414,129	-0-	-0-	1,414,129	-0-	21,212
BP-3	Precast & Granite	997,843	994,109	3,734	-0-	997,843	-0-	99,784
BP-4	Interiors	450,880	445,097	-0-	-0-	445,097	5,783	44,510
BP-5	Architectural Woodwork	169,000	167,310	1,690	-0-	169,000	-0-	16,900
BP-6	Insulation	27,000	27,000	-0-	-0-	27,000	-0-	2,700
BP-7	Roofing	133,800	133,800	-0-	-0-	133,800	-0-	13,380
BP-8	Glazing..w/Alt. #1	688,176	688,176	-0-	-0-	688,176	-0-	68,818
BP-9	Plaster	98,390	98,390	-0-	-0-	98,390	-0-	9,839
BP-10	Drywall	162,995	162,995	-0-	-0-	162,995	-0-	16,300
BP-11	Tile	32,820	32,820	-0-	-0-	32,820	-0-	3,282
BP-12	Acoustical	104,204	103,162	1,042	-0-	104,204	-0-	10,420
BP-13	Flooring	164,930	164,930	-0-	-0-	164,930	-0-	16,493
BP-14	Painting	37,076	33,368	3,708	-0-	37,076	-0-	3,708
BP-15	Elevators	111,802	111,802	-0-	-0-	111,802	-0-	11,180
BP-16	Heat., Vent., & A/C	468,428	468,428	-0-	-0-	468,428	-0-	46,843
BP-17	Plumbing	145,695	145,695	-0-	-0-	145,695	-0-	14,570
BP-18	Electrical	472,371	463,486	8,885	-0-	472,371	-0-	47,237
	Testing Lab Allowance	20,373	20,373	-0-	-0-	20,373	-0-	2,037
	Subtotals	6,094,237	6,066,856	21,598	-0-	6,088,454	5,783	468,929

88200

CONTINUATION SHEET

AIA DOCUMENT G703

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 WORK COMPLETED		F	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G÷C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			Previous Applications	Work in Place	Stored Materials (not in D or E)	This Application	Work in Place					
	General Conditions	374,567	341,192	10,953	-0-	-0-	352,145	22,422	233	468,929		
	Bond, OP, AGC & B/R	67,097	64,113	2,751	-0-	-0-	66,864	28,438	897			
	Subtotal	6,535,901	6,472,161	35,302	-0-	-0-	6,507,463	29,335	100	468,929		
	FEE 4%	259,507	258,887	(277)	-0-	-0-	258,610	29,335	100	468,929		
	Subtotal	6,795,408	6,731,048	35,025	-0-	-0-	6,766,073	29,335	100	468,929		

00340

WARRIOR CONSTRUCTORS, INC.

ESTIMATE #809-22  
DATE 1-31-86

0030

LABOR

<u>KEY PAYROLL</u>	<u>AMOUNT</u>	
KEY LABOR	2583.34	
<u>NON-UNION PAYROLL</u>		
FIELD OFFICE	<u>-0-</u>	
	2583.34	
24% INSURANCE & TAXES	620.00	
24.8% FRINGE BENEFITS	<u>640.66</u>	
TOTAL KEY & NON-UNION PAYROLL		<u>3844.00</u>
<u>FIELD PAYROLL</u>		
<u>WEEK ENDING</u>	<u>AMOUNT</u>	
1-8-86	576.40	
1-15-86	576.40	
1-22-86	345.84	
	<u>1498.64</u>	
24% INSURANCE & TAXES	359.67	
UNION BENEFITS - ATTACHED	<u>251.68</u>	
TOTAL FIELD PAYROLL		<u>2109.99</u>
TOTAL PAYROLL		<u><u>5953.99</u></u>

ESTIMATE #809-22

DATE 1-31-86

MATERIAL

<u>DATE</u>	<u>INVOICE #</u>	<u>VENDOR</u>	<u>AMOUNT</u>
1-22-86	2059115522	AT&T Information Systems	54.75
1-2-86	4553	CWD Waste Systems, Inc.	150.00
1-21-86	-	Entex	10.32
1-4-86	-	Glenn's Exxon Service Station	309.60
1-20-86	13106	Houston Elevator Company	105.00
1-15-86	-	HL&P	7,746.10
1-15-86	-	HL&P	150.47
1-6-86	-	Newsome Sweeping Service	300.00
12-29-85	-	Southwestern Bell Telephone	228.18
1-5-86	-	Southwestern Bell Telephone	29.89
1-9-86	4639	Vista Manufacturing, Inc.	2,244.28
1-27-86	-	The Warrior Group, Inc.	200.00
			<hr/>
		TOTAL	11,528.59

00742

WARRIOR CONSTRUCTORS, INC.

ESTIMATE #809-22

DATE 1-31-86

EQUIPMENT RENT

OUTSIDE RENT

<u>DATE</u>	<u>INVOICE #</u>	<u>VENDOR</u>	<u>AMOUNT</u>
1-13-86	73443	Chem-Can Company, Inc.	105.00

TOTAL-OUTSIDE RENT	<u>105.00</u>
COMPANY EQUIPMENT -	<u>1561.68</u>
TOTAL RENT	<u><u>1666.68</u></u>

Invoice No 27

2/11 cc: Comm. Pus 00343

Comm. Denham  
Comm. Pressley  
Comm. Lutts  
Stanley Kucherka  
Dianne Wilson

Architect/Interior Designer  
2412 South Boulevard  
Houston, Texas 77009  
713-522-9733

Agenda #10

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

Date: 1 February 1986

Re: Fort Bend County Library

Project No: 83011

For Professional Services - January

Clarifications with Dealers; Signage	7.5 hrs. @ 75.00	\$562.50
	Expenses	107.91
	TOTAL	<u>\$670.41</u>

Fee Summary: 93% of \$75,000.00

*Approved  
cc  
2/17/86*

*Paul H. Sanders, Jr.*  
Paul H. Sanders, Jr. AIA

0030

## DRAINAGE EASEMENT AGREEMENT

THE STATE OF TEXAS           §  
   §     KNOW ALL PERSONS BY THESE PRESENTS:  
 COUNTY OF FORT BEND         §

THAT FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12, a body politic organized and existing under the laws of the State of Texas, whose address is 19350 FM 1093, Richmond, Fort Bend County, Texas, 77419, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the benefits to be conferred upon Grantor's property as a result of the construction, installation and operation of an easement for drainage purposes, herein contemplated, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY, unto FORT BEND COUNTY DRAINAGE DISTRICT, a body politic organized and existing under the laws of the State of Texas, whose address is Fort Bend County Courthouse, 400 Jackson Street, Richmond, Texas 77469 ("Grantee"), a perpetual exclusive easement ("Easement") over, across and under those tracts of land described on Exhibit "A", which is attached hereto and made a part hereof for all purposes, for the construction, installation, operation and maintenance of an Easement for drainage purposes for so long as Grantee uses such Easement for the purposes contemplated herein and as more fully described below.

It is expressly agreed by and between Grantor and Grantee that this conveyance is made subject to the following terms and conditions, and should Grantee fail to meet any one or more of them, the same shall not result in a forfeiture of the Easement hereby conveyed, but shall give rise to such other equitable and legal remedies as may be available to Grantor:

- (1) The Easement granted herein is for the sole purpose of installing, constructing, operating and maintaining a drainage ditch and related appurtenances to provide for the drainage of Grantor's land and surrounding land, it being understood that Grantor shall have the right to drain Grantor's land into such Easement.



- (2) Grantee, its contractors, and the agents, officers and employees of either of them shall enjoy rights of ingress to and egress from the easements over and across Grantor's other property in the general vicinity of the Easement.
- (3) Grantee shall keep the Easement free and clear of debris and other obstructions so long as the Easement herein granted continues in effect, and Grantee shall have the continuing obligation to keep the surface of the Easement free and clear of trash, litter and other debris, in a manner consistent with the maintenance by Grantee of other similar easements.
- (4) All rights in and to the Easement not expressly conferred upon Grantee are hereby reserved to Grantor, and Grantor's successors in title to all or a portion of Grantor's land abutting the Easement and surrounding properties.
- (5) The Easement which is hereby granted to Grantee shall be effective only upon the execution of a Release and Termination of Easement Agreement entered into by and between Fort Bend County Drainage District and Grand Mission Corporation and as recorded in the Official Public Records of Real Property at Fort Bend County, Texas, which is attached hereto as Exhibit "B" and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above described Easement for the aforesaid purposes, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors, legal representatives and assigns forever; and Grantor does hereby bind itself, its successors, legal representatives and assigns to warrant and forever defend, all

0030

and singular, the Easement unto the Grantee, its successors, legal representatives and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

EXECUTED this 11th day of June, 1985.

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12

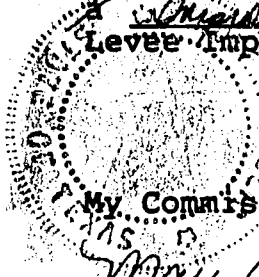
BY: Dale F. Hilliger  
Name: DALE F. HILLIGER  
Office: CHAIRMAN

AGREED TO AND ACCEPTED:  
FORT BEND COUNTY DRAINAGE DISTRICT

BY: Jose E. Stavenok  
Name: \_\_\_\_\_  
Office: \_\_\_\_\_

THE STATE OF TEXAS       §  
  §  
COUNTY OF FORT BEND     §

This instrument was acknowledged before me on the 11th day of June, 1985, by Dale F. Hilliger, Chairman, of Fort Bend County Levee Improvement District No. 12, on behalf of Fort Bend County Levee Improvement District No. 12, on behalf of said District.



Paula A. Knox  
Notary Public, State of Texas

My Commission Expires:  
May 10, 1986

Printed Name of Notary:  
PAULA A. KNOX

THE STATE OF TEXAS       §  
  §  
COUNTY OF FORT BEND     §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 1986, by \_\_\_\_\_, a \_\_\_\_\_, on behalf of Fort Bend County Drainage District, on behalf of said District.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_

Printed Name of Notary:  
\_\_\_\_\_

Return to:  
Elide

**METES AND BOUNDS DESCRIPTION OF  
A 31.8494 ACRE DRAINAGE EASEMENT  
FOR THE RELOCATION OF LONG POINT SLOUGH**

BEING A TRACT OF LAND CONTAINING 32.9478 ACRES LOCATED IN THE BENJAMIN ORSBURN SURVEY A-390, THE I. AND G.N. RAILROAD COMPANY SURVEY A-367, AND THE JOHN FREDERICK SURVEY A-171, FORT BEND COUNTY, TEXAS, AND BEING PART OF A CALLED 1172.780 ACRE TRACT AS RECORDED IN VOLUME 1506, PAGE 790 OF THE FORT BEND COUNTY DEED RECORDS, SAID 32.9478 ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE AT A RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF SAID 1172.780 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A TEXAS INDUSTRIES, INC. CALLED 88.27 ACRE TRACT AS RECORDED IN VOLUME 534, PAGE 480 OF THE FORT BEND COUNTY DEED RECORDS, FOUND AT THE INTERSECTION OF THE CENTERLINE OF HARLEM ROAD (50 FEET WIDE AS OCCUPIED - NO DEDICATION OF RECORD) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SAN ANTONIO AND ARANSAS PASS RAILROAD (100 FEET WIDE) AS RECORDED IN VOLUME U, PAGE 276 OF THE FORT BEND COUNTY DEED RECORDS;

THENCE, SOUTH 02 DEGREES 02 MINUTES 48 SECONDS EAST, 3135.50 FEET ALONG THE EASTERLY LINE OF SAID 1172.780 ACRE TRACT, SAME BEING THE WESTERLY LINE OF SAID TEXAS INDUSTRIES, INC. TRACT AND THE CENTERLINE OF SAID HARLEM ROAD, TO THE NORTHEAST CORNER AND "POINT OF BEGINNING" OF THE HEREIN DESCRIBED EASEMENT;

THENCE, CONTINUING WITH THE EASTERLY LINE OF SAID 1172.780 ACRE TRACT, SAME BEING THE WESTERLY LINE OF SAID TEXAS INDUSTRIES, INC. TRACT AND THE CENTERLINE OF SAID HARLEM ROAD, SOUTH 02 DEGREES 02 MINUTES 48 SECONDS EAST, 201.48 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE, DEPARTING SAID CENTERLINE OF HARLEM ROAD, SOUTH 50 DEGREES 31 MINUTES 38 SECONDS WEST, 2829.19 FEET TO A POINT OF CURVATURE TO THE RIGHT;

THENCE, SOUTHWESTERLY WITH SAID CURVE TO THE RIGHT, PASSING THROUGH A CENTRAL ANGLE OF 36 DEGREES 16 MINUTES 52 SECONDS, A RADIUS OF 1080.00 FEET, AN ARC LENGTH OF 683.88 FEET AND A LONG CHORD LENGTH OF 672.51 FEET BEARING SOUTH 68 DEGREES 40 MINUTES 04 SECONDS WEST;

THENCE, DEPARTING THE ARC OF SAID CURVE, SOUTH 86 DEGREES 48 MINUTES 30 SECONDS WEST, 632.72 FEET TO A POINT;

**EXHIBIT "A"**

THENCE, NORTH 87 DEGREES 28 MINUTES 52 SECONDS WEST, 50.25 FEET TO A POINT;

THENCE, SOUTH 86 DEGREES 48 MINUTES 30 SECONDS WEST, 2059.78 FEET TO A POINT OF CURVATURE TO THE RIGHT;

THENCE, WESTERLY WITH SAID CURVE TO THE RIGHT, PASSING THROUGH A CENTRAL ANGLE OF 08 DEGREES 21 MINUTES 11 SECONDS, SAID CURVE HAVING A RADIUS OF 2075.00 FEET, AN ARC LENGTH OF 302.51 FEET AND A LONG CHORD LENGTH OF 302.24 FEET BEARING NORTH 89 DEGREES 00 MINUTES 54 SECONDS WEST;

THENCE, DEPARTING THE ARC OF SAID CURVE, NORTH 84 DEGREES 50 MINUTES 19 SECONDS WEST, 120.93 FEET TO A POINT OF CURVATURE TO THE LEFT;

THENCE, WESTERLY WITH SAID CURVE TO THE LEFT, PASSING THROUGH A CENTRAL ANGLE OF 08 DEGREES 21 MINUTES 11 SECONDS, SAID CURVE HAVING A RADIUS OF 1925.00 FEET, AN ARC LENGTH OF 280.64 FEET AND A LONG CHORD LENGTH OF 280.39 FEET BEARING NORTH 89 DEGREES 00 MINUTES 54 SECONDS WEST;

THENCE, DEPARTING THE ARC OF SAID CURVE, SOUTH 86 DEGREES 48 MINUTES 30 SECONDS WEST, 2319.13 FEET TO A POINT OF INTERSECTION WITH THE MOST WESTERLY LINE OF SAID 1172.780 ACRE TRACT, SAME BEING THE WEST LINE OF SAID JOHN FREDERICK SURVEY, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE, NORTH 03 DEGREES 08 MINUTES 30 SECONDS WEST, 150.00 FEET WITH THE MOST WESTERLY LINE OF SAID 1172.780 ACRE TRACT, SAME BEING THE WEST LINE OF SAID JOHN FREDERICK SURVEY, TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 2 1/2 INCH IRON PIPE FOUND MARKING THE NORTHWEST CORNER OF SAID JOHN FREDERICK SURVEY BEARS NORTH 03 DEGREES 08 MINUTES 30 SECONDS WEST, 1125.00 FEET;

THENCE, NORTH 86 DEGREES 48 MINUTES 30 SECONDS EAST, 2319.00 FEET TO A POINT OF CURVATURE TO THE RIGHT;

THENCE, EASTERLY WITH SAID CURVE TO THE RIGHT, PASSING THROUGH A CENTRAL ANGLE OF 08 DEGREES 21 MINUTES 11 SECONDS, SAID CURVE HAVING A RADIUS OF 2075.00 FEET, AN ARC LENGTH OF 302.51 FEET AND A LONG CHORD LENGTH OF 302.24 FEET BEARING SOUTH 89 DEGREES 00 MINUTES 54 SECONDS EAST;

THENCE, DEPARTING THE ARC OF SAID CURVE, SOUTH 84 DEGREES 50 MINUTES 19 SECONDS EAST, 120.93 FEET TO A POINT OF CURVATURE TO THE LEFT;

THENCE, EASTERLY WITH SAID CURVE TO THE LEFT, PASSING THROUGH A CENTRAL ANGLE OF 08 DEGREES 21 MINUTES 11 SECONDS, SAID CURVE HAVING A RADIUS OF 1925.00 FEET, AN ARC LENGTH OF 280.64 FEET AND A LONG CHORD LENGTH OF 280.39 FEET BEARING SOUTH 89 DEGREES 00 MINUTES 54 SECONDS EAST;

THENCE, DEPARTING THE ARC OF SAID CURVE, NORTH 86 DEGREES 48 MINUTES 30 SECONDS EAST, 2059.78 FEET TO A POINT;

THENCE, NORTH 81 DEGREES 05 MINUTES 52 SECONDS EAST, 50.25 FEET TO A POINT;

THENCE, NORTH 86 DEGREES 48 MINUTES 30 SECONDS EAST, 632.72 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT;

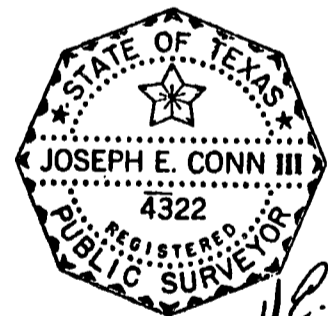
THENCE, NORTHEASTERLY WITH SAID CURVE TO THE LEFT, PASSING THROUGH A CENTRAL ANGLE OF 36 DEGREES 16 MINUTES 52 SECONDS, SAID CURVE HAVING A RADIUS OF 920.00 FEET, AN ARC LENGTH OF 582.57 FEET AND A LONG CHORD LENGTH OF 572.88 FEET BEARING NORTH 68 DEGREES 40 MINUTES 04 SECONDS EAST;

THENCE, DEPARTING THE ARC OF SAID CURVE, NORTH 50 DEGREES 31 MINUTES 38 SECONDS EAST, 2951.63 FEET TO THE "POINT OF BEGINNING" AND CONTAINING 32.9478 ACRES OF LAND, MORE OR LESS.

**SAVE AND EXCEPT:**

1.0984 ACRES OF LAND, MORE OR LESS, LOCATED IN SAID I. AND G.N. RAILROAD COMPANY SURVEY, BEING OUT OF AND EXCLUSIVE TO THOSE PORTIONS OF HOUSTON LIGHTING AND POWER COMPANY (H.L. & P. CO.) FEE STRIPS AS RECORDED IN VOLUME 641, PAGE 492 AND VOLUME 426, PAGE 541 OF THE FORT BEND COUNTY DEED RECORDS.

GROSS AREA =	32.9478
SAVE AND EXCEPT =	-1.0984
NET AREA =	<u>31.8494</u>



*Joseph E. Conn III*

3 OF 3

JUNE, 1984  
 REVISED MAY, 1985  
 JOB NO. 084-11  
 M&B DISC 8

0030

RELEASE AND TERMINATION OF EASEMENT

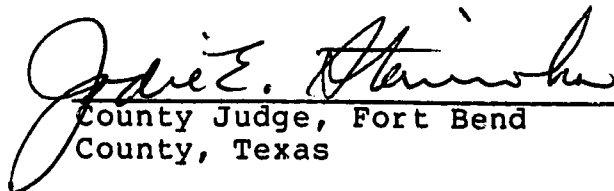
THE STATE OF TEXAS           §  
   §       KNOW ALL PERSONS BY THESE PRESENTS:  
 COUNTY OF FORT BEND         §

THAT FORT BEND COUNTY DRAINAGE DISTRICT, a Texas body politic organized and existing under the laws of the State of Texas ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by GRAND MISSION CORPORATION, a Texas corporation, whose address is 12651 Briarforest, Suite 100 Houston, Texas 77077, ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has, subject to the matters hereinafter stated, GRANTED, SOLD and CONVEYED and by these presents does hereby GRANT, SELL and CONVEY unto Grantee the easements and related rights and appurtenances ("Property") of Conveyed Grantor under an instrument (the "Original Conveyance") recorded in Vol. 290, Page 225, and Vol. 333, page 299 of the Official Public Records of Real Property of Fort Bend County, Texas affecting or bordering the following described real property situated in Fort Bend County, Texas ("Grantee's Land") as more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes; provided, however, that Grantor reserves unto Grantor, its successors and assigns, the easements and related rights and appurtenances created by the Original Conveyance until such time as the construction of the drainage ditch within the easement described in the Drainage Easement Agreement, dated June 11, 1985, from Grantee to Grantor, a copy of which is attached hereto as Exhibit "B" and made a part hereof for all purposes, is completed, as evidenced by a certificate to that effect from VanSickle, Michelson & Klein, Inc., engineers for the project, recorded in the Official Public Records of Real Property of Fort Bend County, Texas.

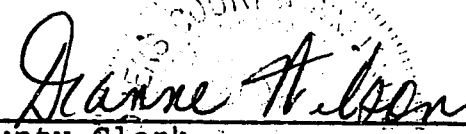
TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does bind itself and its successors to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED AND DELIVERED pursuant to an order of the Commissioners Court of Fort Bend County, Texas adopted on February 17, 1986, this 17 day of February, 1986.

FORT BEND COUNTY DRAINAGE DISTRICT

  
 \_\_\_\_\_  
 County Judge, Fort Bend  
 County, Texas

ATTEST:

  
 \_\_\_\_\_  
 County Clerk

(SEAL)



EXHIBIT "B"

8607536

1830 1861

*Amend*

00751

DRAINAGE EASEMENT AGREEMENT

0030

THE STATE OF TEXAS           §  
  §     KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF FORT BEND         §

THAT GRAND MISSION CORPORATION, a Texas corporation, whose address is 12651 Briarforest, Suite 100, Houston, Texas 77077, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the benefits to be conferred upon Grantor's property as a result of the construction, installation and operation of an easement for drainage purposes, herein contemplated, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY, unto FORT BEND COUNTY DRAINAGE DISTRICT, a body politic organized and existing under the laws of the State of Texas, whose address is Fort Bend County Courthouse, 400 Jackson Street, Richmond, Texas 77469 ("Grantee"), a perpetual exclusive easement ("Easement") over, across and under those tracts of land described on Exhibit "A", which is attached hereto and made a part hereof for all purposes, for the construction, installation, operation and maintenance of an Easement for drainage purposes for so long as Grantee uses such Easement for the purposes contemplated herein and as more fully described below.

It is expressly agreed by and between Grantor and Grantee that this conveyance is made subject to the following terms and conditions, and should Grantee fail to meet any one or more of them, the same shall not result in a forfeiture of the Easement hereby conveyed, but shall give rise to such other equitable and legal remedies as may be available to Grantor:

- (1) The Easement granted herein is for the sole purpose of installing, constructing, operating and maintaining a drainage ditch and related appurtenances to provide for the drainage of Grantor's land and surrounding land, it being understood that Grantor shall have the right to drain Grantor's land into such Easement.

0030

- (2) Grantee, its contractors, and the agents, officers and employees of either of them shall enjoy rights of ingress to and egress from the easements over and across Grantor's other property in the general vicinity of the Easement.
- (3) Grantee shall keep the Easement free and clear of debris and other obstructions so long as the Easement herein granted continues in effect, and Grantee shall have the continuing obligation to keep the surface of the Easement free and clear of trash, litter and other debris, in a manner consistent with the maintenance by Grantee of other similar easements.
- (4) All rights in and to the Easement not expressly conferred upon Grantee are hereby reserved to Grantor, and Grantor's successors in title to all or a portion of Grantor's land abutting the Easement and surrounding properties.
- (5) The Easement which is hereby granted to Grantee shall be effective only upon the execution of a Release and Termination of Easement Agreement entered into by and between Fort Bend County Drainage District and Grand Mission Corporation and as recorded in the Official Public Records of Real Property at Fort Bend County, Texas, which is attached hereto as Exhibit "B" and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above described Easement for the aforesaid purposes, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors, legal representatives and assigns forever; and Grantor does hereby bind itself, its successors, legal representatives and assigns to warrant and forever defend, all and singular, the Easement unto the Grantee, its successors,



legal representatives and assigns, against every person whomsoever claiming or to claim the same or any part thereof. 0030

EXECUTED this 17 day of Feb, 1986.

GRAND MISSION CORPORATION

BY: John A. Ballin  
Name: John A. Ballin  
Office: President

AGREED TO AND ACCEPTED:  
FORT BEND COUNTY DRAINAGE DISTRICT

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Office: \_\_\_\_\_

THE STATE OF TEXAS        S  
  S  
COUNTY OF FORT BEND     S

This instrument was acknowledged before me on the 17<sup>th</sup> day of February, 1986, by John A. Ballin, President of GRAND MISSION CORPORATION, a Texas Corporation, on behalf of Grand Mission Corporation.

Deborah K. Bessin  
Notary Public, State of Texas

My Commission Expires:  
3/14/89

Printed Name of Notary:  
DEBORAH K. BESSIN

THE STATE OF TEXAS        S  
  S  
COUNTY OF FORT BEND     S

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1986, by \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_, on behalf of Fort Bend County Drainage District, on behalf of said District.

Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_

Printed Name of Notary:  
\_\_\_\_\_

Return to:  
Elida

**METES AND BOUNDS DESCRIPTION  
OF 5.1660 ACRE  
80-FOOT WIDE FORT BEND COUNTY DRAINAGE DISTRICT EASEMENT**

BEING AN 80-FOOT WIDE FORT BEND COUNTY DRAINAGE DISTRICT EASEMENT CONTAINING 5.1660 ACRES LOCATED IN THE BENJAMIN OSBURN SURVEY, A-390 AND IN THE I. & G.N. RAILROAD COMPANY SURVEY, A-367, FORT BEND COUNTY, TEXAS AND BEING OUT OF A CALL 1172.780 ACRE TRACT AS CONVEYED TO GRAND MISSION CORPORATION AND RECORDED IN VOLUME 1506, PAGE 790 OF THE FORT BEND COUNTY DEED RECORDS, SAID 5.1660 ACRE EASEMENT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 2½ INCH IRON PIPE FOUND IN A SOUTHERLY LINE OF SAID 1172.780 ACRE TRACT MARKING THE RECOGNIZED AND OCCUPIED SOUTHEAST CORNER OF THE JOHN FREDERICK SURVEY, A-171;

THENCE, NORTH 03 DEGREES 07 MINUTES 17 SECONDS WEST, 1138.47 FEET WITH THE RECOGNIZED AND OCCUPIED EAST LINE OF SAID JOHN FREDERICK SURVEY AND WEST LINE OF SAID I. & G.N. RAILROAD COMPANY SURVEY TO A ½ INCH IRON ROD FOUND FOR AN INTERIOR CORNER OF SAID 1172.780 ACRE TRACT LOCATED IN THE SOUTH LINE OF CANAL ROAD (50-FOOT WIDTH BY PRESCRIPTIVE USE, IF ANY, TO THE PUBLIC) FOR THE SOUTHWEST CORNER AND "POINT OF BEGINNING" OF THE HEREIN DESCRIBED EASEMENT;

THENCE, CONTINUING WITH THE EAST LINE OF SAID JOHN FREDERICK SURVEY AND THE WEST LINE OF SAID I. & G.N. RAILROAD COMPANY SURVEY, NORTH 03 DEGREES 10 MINUTES 35 SECONDS WEST, 2807.11 FEET TO A POINT IN THE SOUTH LINE OF THE PROPOSED RELOCATION OF LONG POINT SLOUGH FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE, NORTH 86 DEGREES 48 MINUTES 30 SECONDS EAST, 80.00 FEET WITH THE SOUTH LINE OF SAID PROPOSED RELOCATION OF LONG POINT SLOUGH TO A POINT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE, SOUTH 03 DEGREES 10 MINUTES 35 SECONDS EAST, 2814.37 FEET TO A POINT LOCATED IN THE SOUTH LINE OF SAID CANAL ROAD AND IN A SOUTHERLY LINE OF SAID 1172.780 ACRE TRACT FOR THE SOUTHEAST CORNER OF SAID HEREIN DESCRIBED EASEMENT;

THENCE, SOUTH 84 DEGREES 35 MINUTES 24 SECONDS WEST, 32.90 FEET WITH THE SOUTH LINE OF SAID CANAL ROAD AND WITH A SOUTHERLY LINE OF SAID 1172.780 ACRE TRACT TO A ½ INCH IRON ROD FOUND FOR AN ANGLE POINT;

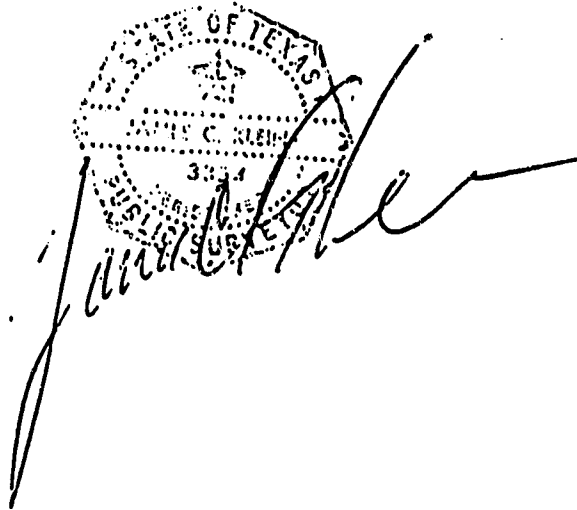
I OF 2

**EXHIBIT A**

THENCE, CONTINUING WITH THE SOUTH LINE OF SAID CANAL ROAD AND WITH A SOUTHERLY LINE OF SAID 1172.780 ACRE TRACT, NORTH 82 DEGREES 55 MINUTES 30 SECONDS WEST, 47.88 FEET TO THE "POINT OF BEGINNING" AND CONTAINING 5.1660 ACRES OF LAND, MORE OR LESS.

00155

0030



A circular notary seal for James C. Klein, State of Texas, is stamped in the center of the page. The seal contains the text "STATE OF TEXAS" at the top, "JAMES C. KLEIN" in the middle, and "3-1-85" at the bottom. A handwritten signature in black ink is written over the seal.

0030

RELEASE AND TERMINATION OF EASEMENT

THE STATE OF TEXAS           §  
   §       KNOW ALL PERSONS BY THESE PRESENTS:  
 COUNTY OF FORT BEND         §

THAT FORT BEND COUNTY DRAINAGE DISTRICT, a Texas body politic organized and existing under the laws of the State of Texas ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by GRAND MISSION CORPORATION, a Texas corporation, whose address is 12651 Briarforest, Suite 100 Houston, Texas 77077, ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has, subject to the matters hereinafter stated, GRANTED, SOLD and CONVEYED and by these presents does hereby GRANT, SELL and CONVEY unto Grantee the easements and related rights and appurtenances ("Property") of Conveyed Grantor under an instrument (the "Original Conveyance") recorded in Vol. 290, Page 225, and Vol. 333, page 299 of the Official Public Records of Real Property of Fort Bend County, Texas affecting or bordering the following described real property situated in Fort Bend County, Texas ("Grantee's Land") as more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes; provided, however, that Grantor reserves unto Grantor, its successors and assigns, the easements and related rights and appurtenances created by the Original Conveyance until such time as the construction of the drainage ditch within the easement described in the Drainage Easement Agreement, dated June 11, 1985, from Grantee to Grantor, a copy of which is attached hereto as Exhibit "B" and made a part hereof for all purposes, is completed, as evidenced by a certificate to that effect from VanSickle, Michelson & Klein, Inc., engineers for the project, recorded in the Official Public Records of Real Property of Fort Bend County, Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does bind itself and its successors to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED AND DELIVERED pursuant to an order of the Commissioners Court of Fort Bend County, Texas adopted on February 17, 1986, this 17 day of February, 1986.

FORT BEND COUNTY DRAINAGE DISTRICT

/s/  
 \_\_\_\_\_  
 County Judge, Fort Bend  
 County, Texas

ATTEST:

/s/  
 \_\_\_\_\_  
 County Clerk

(SEAL)

EXHIBIT B

AS PER ORIGINAL

RELEASE AND TERMINATION OF EASEMENT

THE STATE OF TEXAS §  
COUNTY OF FORT BEND § KNOW ALL PERSONS BY THESE PRESENTS:  
§

THAT FORT BEND COUNTY DRAINAGE DISTRICT, a Texas body politic organized and existing under the laws of the State of Texas ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by GRAND MISSION CORPORATION, a Texas corporation, whose address is 12651 Briarforest, Suite 100 Houston, Texas 77077, ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has, subject to the matters hereinafter stated, GRANTED, SOLD and CONVEYED and by these presents does hereby GRANT, SELL and CONVEY unto Grantee the easements and related rights and appurtenances ("Property") of Conveyed Grantor under an instrument (the "Original Conveyance") recorded in Vol. 290, Page 225, and Vol. 333, page 299 of the Official Public Records of Real Property of Fort Bend County, Texas affecting or bordering the following described real property situated in Fort Bend County, Texas ("Grantee's Land") as more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes; provided, however, that Grantor reserves unto Grantor, its successors and assigns, the easements and related rights and appurtenances created by the Original Conveyance until such time as the construction of the drainage ditch within the easement described in the Drainage Easement Agreement, dated June 11, 1985, from Grantee to Grantor, a copy of which is attached hereto as Exhibit "B" and made a part hereof for all purposes, is completed, as evidenced by a certificate to that effect from VanSickle, Michelson & Klein, Inc., engineers for the project, recorded in the Official Public Records of Real Property of Fort Bend County, Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does bind itself and its successors to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED AND DELIVERED pursuant to an order of the Commissioners Court of Fort Bend County, Texas adopted on February 17, 1986, this 17 day of February, 1986.

FORT BEND COUNTY DRAINAGE DISTRICT

*Jodie E. Atkinson*  
\_\_\_\_\_  
County Judge, Fort Bend  
County, Texas

ATTEST:

*Jeanne Wilson*  
\_\_\_\_\_  
County Clerk

(SEAL)

Return to:  
*Elida*

~~OFFICIAL RECORDS~~

0030

~~1506 792~~

EXHIBIT "A"

AS PER ORIGINAL

1,172.780 acres of land in the H. D. Brown Survey, Abstract No. 406, Day Land & Cattle Company Survey, Abstract No. 451, Ben Osburn Survey, Abstract No. 390, I.&G.N. Railroad Company Survey, Abstract No. 367, and the John Frederick Survey, Abstract No. 171, all in Fort Bend County, Texas, and being the same land described in Special Warranty Deed dated July 14, 1983, from J. B. Saunders, Jr., Trustee, et al to Southwest, Inc., recorded in Volume 1374, Page 353 of the Deed Records of Fort Bend County, Texas, said 1,172.780 acres being more particularly described as follows:

BEGINNING at a railroad spike set at the intersection of the center line of Harlem Road with the South right-of-way line of the S.A.&A.P. Railroad right-of-way 100.0 feet wide from which railroad spike an iron rod in concrete bears South 83 degrees 03 minutes 00 seconds West 25.09 feet and the intersection of the center line of Harlem Road with the South right-of-way line of Westheimer Road bears North 02 degrees 02 minutes 04 seconds West 100.36 feet;

THENCE along the center line of Harlem Road, South 02 degrees 02 minutes 04 seconds East, 7,910.67 feet to an iron rod from which an iron rod bears South 84 degrees 35 minutes 40 seconds West 25.05 feet;

THENCE South 84 degrees 35 minutes 40 seconds West 3,268.03 feet to an iron rod;

THENCE North 82 degrees 54 minutes 00 seconds West 47.88 feet to an iron rod;

THENCE along a fence in the East line of the John Frederick Survey, Abstract No. 171, South 03 degrees 09 minutes 29 seconds East 1,138.35 feet to an iron rod in 2 and one-half inch iron pipe marking the Southeast corner of the John Frederick Survey, Abstract No. 171, Fort Bend County, Texas, from which an iron rod in concrete bears South 86 degrees 30 minutes 00 seconds West 9.62 feet;

THENCE along a fence in the South line of said John Frederick Survey, South 86 degrees 53 minutes 08 seconds West 5,281.38 feet to a T-Rail marking its Southwest corner from which a 2 and one-half inch iron pipe bears Westerly 0.2 of a foot and an iron rod in concrete bears North 04 degrees 52 minutes 00 seconds East 8.2 feet;

THENCE along a fence in the West line of said John Frederick Survey, North 03 degrees 08 minutes 03 seconds West 5,278.91 feet to an iron rod in 2 and one-half inch iron pipe marking its Northwest corner from which an iron rod in concrete bears North 86 degrees 13 minutes 00 seconds East 10.05 feet;

THENCE along a fence in the North line of said John Frederick Survey, North 86 degrees 48 minutes 48 seconds East at 5,279.18 feet pass a 2 and one-half inch iron pipe, the Northeast corner of said John Frederick Survey, in all 5,639.31 feet to an iron rod in concrete whence a Southeast corner of fence enclosure bears West 8.0 feet;

THENCE North 18 degrees 50 minutes 11 seconds East 107.54 feet to a 2 and one-half inch iron pipe for re-entrant corner;

THENCE along a fence, along the West line of a Tract described in Deed from Eva A. Hatfield to W. G. Wing recorded in Volume 201 at Page 122 of the Deed Records of Fort Bend County, Texas, North 02 degrees 28 minutes 16 seconds East 3,454.51 feet to an iron rod in concrete for corner;

THENCE along the South and East lines of a Tract described in Deed to John Pillot et al recorded in Volume 239 at Page 86 of the Deed Records of Fort Bend County, Texas, as follows:

North 83 degrees 03 minutes 00 seconds East 659.75 feet to an iron rod set in concrete;

and North 02 degrees 28 minutes 06 seconds East 164.97 feet to an iron rod set in concrete;

THENCE along the South right-of-way line of the S.A.&A.P. Railroad right-of-way, North 83 degrees 03 minutes 00 seconds East, at 2,032.05 feet pass an iron rod in concrete, in all 2,057.14 feet to the PLACE OF BEGINNING containing 1,200.849 acres of land SAVE AND EXCEPT 28.069 acres of land conveyed to Houston Lighting & Power Company by 2 Deeds recorded in Volume 426, Page 541 and Volume 641, Page 492 of the Deed Records of Fort Bend County, Texas leaving a net area of 1,172.780 acres of land.

## DRAINAGE EASEMENT AGREEMENT

00759

THE STATE OF TEXAS           §  
  §       KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF FORT BEND       §

0030

THAT FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12, a body politic organized and existing under the laws of the State of Texas, whose address is 19350 FM 1093, Richmond, Fort Bend County, Texas, 77419, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the benefits to be conferred upon Grantor's property as a result of the construction, installation and operation of an easement for drainage purposes, herein contemplated, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY, unto FORT BEND COUNTY DRAINAGE DISTRICT, a body politic organized and existing under the laws of the State of Texas, whose address is Fort Bend County Courthouse, 400 Jackson Street, Richmond, Texas 77469 ("Grantee"), a perpetual exclusive easement ("Easement") over, across and under those tracts of land described on Exhibit "A", which is attached hereto and made a part hereof for all purposes, for the construction, installation, operation and maintenance of an Easement for drainage purposes for so long as Grantee uses such Easement for the purposes contemplated herein and as more fully described below.

It is expressly agreed by and between Grantor and Grantee that this conveyance is made subject to the following terms and conditions, and should Grantee fail to meet any one or more of them, the same shall not result in a forfeiture of the Easement hereby conveyed, but shall give rise to such other equitable and legal remedies as may be available to Grantor:

- (1) The Easement granted herein is for the sole purpose of installing, constructing, operating and maintaining a drainage ditch and related appurtenances to provide for the drainage of Grantor's land and surrounding land, it being understood that Grantor shall have the right to drain Grantor's land into such Easement.

EXHIBIT "B"

0030

- (2) Grantee, its contractors, and the agents, officers and employees of either of them shall enjoy rights of ingress to and egress from the easements over and across Grantor's other property in the general vicinity of the Easement.
- (3) Grantee shall keep the Easement free and clear of debris and other obstructions so long as the Easement herein granted continues in effect, and Grantee shall have the continuing obligation to keep the surface of the Easement free and clear of trash, litter and other debris, in a manner consistent with the maintenance by Grantee of other similar easements.
- (4) All rights in and to the Easement not expressly conferred upon Grantee are hereby reserved to Grantor, and Grantor's successors in title to all or a portion of Grantor's land abutting the Easement and surrounding properties.
- (5) The Easement which is hereby granted to Grantee shall be effective only upon the execution of a Release and Termination of Easement Agreement entered into by and between Fort Bend County Drainage District and Grand Mission Corporation and as recorded in the Official Public Records of Real Property at Fort Bend County, Texas, which is attached hereto as Exhibit "B" and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above described Easement for the aforesaid purposes, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors, legal representatives and assigns forever; and Grantor does hereby bind itself, its successors, legal representatives and assigns to warrant and forever defend, all



and singular, the Easement unto the Grantee, its successors,  
legal representatives and assigns, against every person  
whomsoever claiming or to claim the same or any part thereof.

0030

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

FORT BEND COUNTY LEVEE  
IMPROVEMENT DISTRICT NO. 12

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Office: \_\_\_\_\_

AGREED TO AND ACCEPTED:  
FORT BEND COUNTY DRAINAGE DISTRICT

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Office: \_\_\_\_\_

THE STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the \_\_\_\_\_  
day of \_\_\_\_\_, 1985, by \_\_\_\_\_,  
\_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_, on behalf of Fort Bend County  
Levee Improvement District No. 12, on behalf of said District.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_

Printed Name of Notary:  
\_\_\_\_\_

THE STATE OF TEXAS §  
  §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the \_\_\_\_\_  
day of \_\_\_\_\_, 1985, by \_\_\_\_\_,  
\_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_, on behalf of Fort Bend County  
Drainage District, on behalf of said District.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_

Printed Name of Notary:  
\_\_\_\_\_

00762

0030

# Turner Collie & Braden Inc.

PO BOX 13089  
HOUSTON, TEXAS 77219  
5757 WOODWAY  
713 780-4100  
TELEX 774185 TCB HOU

# 13  
P-L  
Approved  
2-17-81

February 14, 1986

County of Fort Bend  
Precinct No. 3  
1809 Eldridge Road  
Sugar Land, Texas 77478

Attn: Mr. Alton B. Pressley, Commissioner

Re: Mission Glen, Section 1, Replat

Gentlemen:


The streets in this subdivision are over one-year old, have 60% of the lots built-out, and have been inspected and accepted by your engineering department.

On behalf of our client, Homecraft Assets Corporation, we hereby request that the referenced project be accepted for permanent maintenance by the County and that the maintenance bond be terminated.

This subdivision consists of the streets as shown on the enclosed Attachment A.

Should you have any questions or need further information, do not hesitate to call me at 780-4100.

Very truly yours,

  
John A. Betancourt  
Construction Administrator

JAB/jad

Enclosure

## ATTACHMENT A

## Mission Glen Section 1 - Replat

<u>Street Name</u>	<u>Length</u>
Addicks Clodine Road	2770.73 Feet
Williwaw Drive	423.69 Feet
Wildwood Lake Drive	1860.14 Feet
Riverside Grove Drive	2159.65 Feet
Woodland Willows Drive	1461.10 Feet
Grand Knolls Drive	1546.55 Feet
Evergreen Place Drive	1292.17 Feet
Wildwood Glen Drive	961.36 Feet
Prairie Oaks Drive	1158.04 Feet
Town Green Drive	1021.42 Feet

0030

15. CONSIDER APPLICATION FROM FORT BEND TELEPHONE CO. TO LAY CABLE ACROSS DIPPEL-LEHMANN RD. AND ALONG EVELYN RD. & DIPPEL-LEHMANN RD. IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve permit application from Fort Bend Telephone Co. to lay cable across Dippel-Lehmann Rd. and along Evelyn Rd. & Dippel-Lehmann Rd. in Precinct 2. (Recorded in minutes in full)

16. ACCEPT BIDS ON THE FOLLOWING: (1) THREE OR MORE 12-14 YD. DUMP TRUCKS WITH TRADE-IN; (2) ONE OR MORE 1-TON PICKUP TRUCKS; (3) FOUR NEW ½-TON PICKUP TRUCKS; (4) ONE TRUCK, CAB & CHASSIS, MINIMUM 28,000 GVWR 1985 OR 1986; (5) ASPHALT DISTRIBUTOR WITH HYDROSTATIC DRIVE WITH OR WITHOUT TRADE-IN (6) ANNUAL CONTRACT FOR LIBRARY BOOKS:

Accept bids on three or more 12-14 yd. dump truck with trade-in:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court find that the lowest and best bid be awarded to SOUTH LOOP FORD for three 12-14 yd. dump truck for Precinct #4 in the amount of \$92,496.26 includes trade-in plus \$265.00 for Murphy WD-100 shut down system for each truck, the Court further finds that said bid meets all specifications. (Recorded in minutes in full)

Accept bid for one or more 1-ton pickup trucks:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court find that the lowest and best bid be awarded to HELFMAN FORD for 1-ton pickup truck in the amount of \$10,657.83 for Precinct #3. The Court further finds that said bid meets all specifications. (Recorded in minutes in full)

Accept bid for four new ½-ton pickup trucks:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Denham voting no, the Commissioners' Court finds that the lowest and best bid be awarded to KNAPP CHEVROLET for four ½-ton pickup trucks for Drainage District in the amount of \$7,676.00 ea. the Court further finds that said bid meet all specifications. (Recorded in minutes in full)

Accept bid for one truck, cab & chassis, minimum 28,000 GVWR 1985 or 1986:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Lutts absent for vote, the Commissioners' Court finds that the lowest and best bid be awarded to SOUTH LOOP FORD for one truck, cab & chassis in the amount of \$18,203.49, the Court further finds that said bid meets all specifications. (Recorded in minutes in full)

Accept bid for asphalt distributor with hydrostatic drive with or without trade-in:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Lutts absent for vote, the Commissioners' Court finds that the lowest and best bid be awarded to HI-WAY EQUIPMENT for asphalt distributor with hydrostatic drive, in the amount of \$20,655 with trade-in, the Court further finds that said bid meets all specifications. (Recorded in minutes in full)

Accept bid for annual contract for library books:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the lowest

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 17 day of February, 19 86, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Company dated February 7, 1986, permit no. 80727 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 th 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 Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L. Kuster  
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 copies 2/19/86



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)

00367

TO COUNTY OF FORT BEND

PRECINCT NO. 2 0030  
 PERMIT NO. 80727

Formal notice is hereby given that Fort Bend Telephone Company, 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
Dippel-Lehmann Rd.	675' to 725' northwest of Evelyn Rd.	62'	X			
Dippel-Lehmann Rd.	934' to 989' northwest of Evelyn Rd.	62'	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
Evelyn Rd.	@ HWY 36	Dippel-Lehmann Rd.	841 feet
Dippel-Lehmann Rd.	@ Roesler Rd.	728' northwest	728 feet
Dippel-Lehmann Rd.	@ Evelyn Rd.	934' northwest	934 feet

General Description

Please see attached drawing.

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

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

Mike Smerek  
 (Signature)

NAME & TITLE Mike Smerek Engineer  
 (Please Print)

DATE: February 7, 1986

ADDRESS P. O. Box 1127  
 (Street/P.O. Box)

Rosenberg, TX 77471  
 City State Zip

TELEPHONE NO: 342-4651

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

THREE (3) OR MORE 12-14 YARD DUMP TRUCKS WITH TRADE-IN

BID #86-7

<u>COMPANY</u>	<u>TOTAL PRICE FOR THREE UNITS</u>	<u>ALLOWANCE TRADE-IN #1</u>	<u>ALLOWANCE TRADE-IN #2</u>	<u>ALLOWANCE TRADE-IN #3</u>	<u>FINAL TOTAL PRICE</u>	<u>DELIVERY WITHIN</u>	<u>PRICE GUARANTEE</u>	<u>PRICE MURPHY WD-100 SHUTDOWN SYSTEM</u>	<u>PRICE QB3 PULSE INFORM. SYSTEM</u>
<u>SOUTH LOOP FORD</u>	\$122,296.26	\$11,000.00	\$11,200.00	\$7,600.00	\$92,496.26	90 DAYS	30 DAYS	\$265.00	\$1,196.00
LAWRENCE MARSHAL CHEV-OLDS.	\$121,356.45	\$6,000.00	\$7,000.00	\$8,000.00	\$100,356.45	90-120 DAYS	30 DAYS	\$357.00	\$650.00
KNAPP CHEV.	\$128,250.00	\$2,800.00	\$4,200.00	\$3,950.00	\$117,300.00	180 DAYS	60 DAYS	\$750.00	\$625.00
WESTWAY FORD	NO BID								

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BID # 86-9

ONE OR MORE 1-TON PICKUP TRUCK

<u>COMPANY</u>	<u>UNIT PRICE</u>	<u>DELIVERY WITHIN</u>	<u>PRICE GUARANTEE</u>	<u>REMARKS</u>
WESTWAY FORD	\$10,160.85	45 DAYS	99 DAYS	DOES NOT MEET SPECIFICATIONS (BID DUAL REAR WHEEL TRUCK)
A.C. COLLINS FORD	\$10,317.00	70 DAYS	30 DAYS	DOES NOT MEET SPECIFICATIONS (BID DUAL REAR WHEEL TRUCK)
HELPMAN FORD	\$10,657.83	60-120 DAYS	30 DAYS	
LAWRENCE MARSHALL CHEV-OLDS.	\$10,947.67	60-90 DAYS	NOT STATED	
KNAPP CHEV.	\$10,999.00	120 DAYS	60 DAYS	
JOE HUBENAK CHEV.	\$11,209.85	60 DAYS	60 DAYS	

FOUR (4) NEW 1/2 TON PICKUP TRUCKS

BID #86-10

COMPANY	UNIT PRICE	DELIVERY WITHIN	PRICE GUARANTEE	MAKE & MODEL	GVM	BED LENGTH	ENGINE	FUEL TANK CAPACITY	WHEELBASE
KNAPP CHEV.	\$7,676.00	120 days	60 days	86 Chevy #CC10703	yes	yes	262 CID 6 cyl.	16.5 gal.	117.5"
WESTWAY FORD	\$7,729.84	45 days	99 days	Ford F150	4,800#	6'	4.9L 300 CID 6 cyl	16.5 gal.	117"
A.C. COLLINS FORD	\$7,784.00	70 days	30 days	86 Ford F150	4,900#	6'	300 CID 6 cyl.	19 gal.	117"
JACK ROACH FORD	\$7,816.14	80 days	30 days	86 Ford F150	4,800#	6'3/4"	4.9L 300 CID	16.5 gal.	117"
LAWRENCE MARSHALL CHEV-OLDS	\$7,819.26	60-90 days	90 days	Chevy CC10703	4,900#	6 1/2'	4bb1 carb.	16 gal.	117.5"
JOE HUBENAK CHEV.	\$7,993.08	45 days	45 days	86 Chevy 1/2 ton	yes	6 1/2'	4.3L 262 CID V-6 4bb1.	16 gal.	117.5"
HELPMAN FORD	\$7,998.00	60-120 days	30 days	86 Ford F150	4,800#	6 1/2'	300 CID	16.5 gal.	117"
GILLMAN DODGE	\$8,326.47	10 days	90 days	D100 D150	5,000# 7,500#	8 1/2'	225 CID	20 gal.	131"

(110) #3

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19/4

ONE (1) TRUCK, CAB AND CHASSIS, MINIMUM 28,000 GVWR 1985 OR 1986

BID #86-11

<u>COMPANY</u>	<u>UNIT PRICE</u>	<u>DELIVERY WITHIN</u>	<u>PRICE GUARANTEE</u>	<u>MAKE &amp; MODEL</u>	<u>ENGINE</u>	<u>TRANSMISSION</u>	<u>FRONT SPRINGS</u>	<u>ALTERNATOR</u>	<u>REMARKS</u>
LAWRENCE MARSHALL	\$18,160.55	90-120 DAYS	30 DAYS	CHEVY CC7D042	366 CID	CL457 SHORT 4TH	YES	YES	DID NOT MEET SPECIFICATIONS ON 30 DAY DELIVERY.
<u>SOUTH LOOP FORD</u>	\$18,203.49	30 DAYS	3 DAYS	86 FORD F800	370 CID V-8	SPICER 4054	9000#	60 AMP	VIN: 1FDPF82H8GVA00528
KNAPP CHEV.	\$19,000.00	30 DAYS	5 DAYS	CHEVY	366 CID V-8	5SPD CL455	12000#	70 AMP	VIN: 1GBL7D1B1FV207612
WESTWAY FORD	NO BID								
A.C. COLLINS FORD	NO BID								

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BITUMINOUS DISTRIBUTOR WITH HYDROSTATIC DRIVE WITH OR WITHOUT TRADE-IN

BID #86-12

COMPANY	PRICE WITHOUT TRADE-IN (DISTRIBUTOR)	PRICE WITHOUT TRADE-IN (TRUCK AND DISTRIBUTOR)	TRADE-IN ALLOWANCE	PRICE AFTER TRADE-IN	DELIVERY WITHIN	PRICE GUARANTEE	REMARKS
HI-WAY EQUIP. BASE BID DISTRIBUTOR ONLY	\$22,900.00	NA	\$3,500.00	\$19,400.00	60 DAYS	60 DAYS	DISTRIBUTOR MODEL RRH 1000 GALLON CAPACITY.
HI-WAY EQUIP ALTERNATE #1 DISTRIBUTOR ONLY	\$24,155.00	NA	\$3,500.00	\$20,655.00	60 DAYS	60 DAYS	DISTRIBUTOR MODEL RRH 1500 GALLON CAPACITY.
HI-WAY EQUIP ALTERNATE #2 DISTRIBUTOR & TRUCK	NA	\$40,750.00	\$3,500.00	\$37,250.00	60 DAYS	60 DAYS	DISTRIBUTOR MODEL RRH 1000 GALLON CAPACITY. TRUCK: 1985 GMC MODEL TC7D042, VENDOR CERTIFIES THAT TRUCK MEETS ALL SPECIFICATIONS ON BID #86-11.
HI-WAY EQUIP ALTERNATE #3 DISTRIBUTOR & TRUCK	NA	\$42,000.00	\$3,500.00	\$38,500.00	60 DAYS	60 DAYS	DISTRIBUTOR MODEL RRH 1500 GALLON CAPACITY. TRUCK: 1985 GMC MODEL TC7D042, VENDOR CERTIFIES THAT TRUCK MEETS ALL SPECIFICATIONS ON BID #86-11.
R.B. EVERETT	\$24,700.00	\$41,049.00	\$2,000.00	\$39,049.00	30-45 DAYS	30 DAYS	*DISTRIBUTOR 1500 GALLON CAPACITY, VENDOR CERTIFIES THAT DISTRIBUTOR DOES NOT MEET SPECIFICATIONS. TRUCK: 1986 GMC MODEL C7D042.

\*EXCEPTIONS TO DISTRIBUTOR: HEATING SYSTEM: (A) FLUES - HAVE 8" INLET WITH A 6" RETURN FOR MORE EFFICIENT HEATING AND WEIGHT SAVINGS. SPRAY BAR: (B) RELIEVING FEATURE - HITTING OF OBSTRUCTIONS FORWARD ONLY. INSTRUMENT AND ACCESSORIES: (F) POWER NOT NECESSARY (H) POWER NOT NECESSARY.

ANNUAL CONTRACT FOR BOOKS FOR THE FORT BEND COUNTY LIBRARY

(VENDORS WERE TO BID DISCOUNTS FOR THE FOLLOWING TYPES OF MATERIALS)

<u>COMPANY</u>	<u>REFERENCE BOOKS/SETS</u>	<u>CHILDREN'S BOOKS</u>	<u>SPANISH LANGUAGE MATERIALS</u>	<u>PAPERBACK BOOKS</u>	<u>FICTION TITLES</u>	<u>NON-FICTION TITLES</u>
BAKER & TAYLOR	43.2%	12.0%	33.0%	38.0%	43.2%	43.2%
BRODART	0-41.5%	10%	NO BID	35%	41.5%	41.5%

(16) 6

0030 and best bid be awarded to BAKER & TAYLOR for annual contract for library books subject to availability. (Recorded in minutes in full)

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

Met in Closed Session.

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

No action taken.

RECESS:

Commissioners' Court recessed at 11:30 p.m.

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

RECESS:

Commissioners' Court recessed at 1:40 p.m.

RECONVENE:

Commissioners' Court reconvened at 2:15 p.m.

19. 1:30 P.M. - OPEN BIDS FOR THE FOLLOWING: (1) PURCHASE OF ONE OR MORE 1-TON TRUCK, CAB & CHASSIS (BID #86-14); & (2) SALE OF EXCESS SAND AND CLAY MATERIAL FROM THE SANITARY LANDFILL SITE ON KLAUKE RD. (#86-15):

Open bids for purchase of one or more 1-ton truck, cab & chassis :

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

- |                      |                       |
|----------------------|-----------------------|
| A) A.C. COLLINS FORD | E) KNAPP CHEVROLET    |
| B) DUB MILLER FORD   | F) WESTWAY FORD, INC. |
| C) HELFMAN FORD      | G) LAWRENCE MARSHALL  |
| D) JOE HUBENAK CHEV. | H) JACK ROACH CHEV.   |

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Pustka absent for vote, the Commissioners' Court finds that the lowest and best bid be awarded to DUB MILLER FORD, for one 1-ton truck, cab & chassis in the amount of \$10,738.44 for Precinct #4. (Recorded in minutes in full)

Open bids for sale of excess sand and clay material from the Sanitary Landfill Site on Klauke Rd. :

- A) SCHRAMME CONSTRUCTION .50¢ cubic yard

20. 1:45 P.M. - DRAINAGE DISTRICT BOARD WILL CONVENE:

See attached Drainage District Board minutes.

21. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Pustka absent for vote, it is ordered to approve bills as presented and include all invoices from Texas Department of Correction for library furnishings. Funds to come from EP15.

BID ITEM: PURCHASE OF ONE (1) OR MORE 1-TON TRUCK, CAB & CHASSIS

BID NUMBER: 86-14

0030

VENDORS NOTIFIED BY LETTER

COMPANY

SUBMITTED

A.C. COLLINS FORD

✓

BOB ROBERTSON CHEV.

BUELKTEL DUTA CHEV.

CHILDS TRUCK EQUIPMENT

CHUCK DAVIS CHEV.

CHUCK MILLER FORD

DOUG RUSSELL CHEV., INC.

DUB MILLER FORD, INC.

✓

EAST BERNARD FORD

ENERGY COUNTRY FORD

GEORGE PHARIS CHEV., INC.

GILMAN DODGE

GMC PARK TEN, INC.

HARRY SHANKS CHEV.

HELFMAN FORD

✓

JIMMY GREEN CHEV.

JOE CAMP FORD

JOE HUBENAK CHEV., INC.

✓

KINSEL FORD, INC.

KNAPP CHEVROLET

✓

LAMARQUE FORD OF TEXAS, INC.

MACK TRUCKS

MCMILLAN FORD

MORT HALL FORD

RON CRAFT CHEV., INC.

RUSSELL AND SMITH FORD

SAM & SONS TRUCK EQUIPMENT

SAN JACINTO FORD

SOUTH LOOP FORD TRUCK SALES

SOUTH TEXAS KENWORTH, INC.

TRUCKS OF TEXAS

WESTWAY FORD, INC.

✓

WHITE PONT-CAD-GMC

*Laurence Marshall*  
*Jack Roach Chev.*

✓

✓

0030

BID ITEM: SALE OF EXCESS SOIL FROM THE SANITARY LANDFILL

BID NUMBER: 86-15

VENDORS NOTIFIED BY LETTER

COMPANY

BID PRICE

BASE MATERIALS, INC.  
430 HWY 6, SOUTH SUITE 115  
HOUSTON, TX 77079

\_\_\_\_\_

CAGLE CONST. INC.  
P.O. BOX 40147  
HOUSTON, TX 77240

\_\_\_\_\_

CANTU TRUCKING  
P.O. BOX 425  
EAGLE LAKE, TX 77434

\_\_\_\_\_

CJM TRUCKING  
1131 DEERFIELD DR  
RICHMOND, TX 77469

\_\_\_\_\_

CUSTOM DIRT WORKS  
7902 RIPETIDE  
HOUSTON, TX 77072

\_\_\_\_\_

DUDLEY LEBLANC  
1400 MILLIE ST  
ROSENBERG, TX 77471

\_\_\_\_\_

FORT BEND SAND & GRAVEL  
2930 S. MAIN  
STAFFORD, TX 77477

\_\_\_\_\_

G. H. HART  
P.O. BOX 36987  
HOUSTON, TX 77036

\_\_\_\_\_

HENRY BROTHERS, INC.  
P.O. BOX 266  
RICHMOND, TX 77469

\_\_\_\_\_

J. L. DRYMALLA CONST. CO.  
608 HARBERT  
COLUMBUS, TX 78934

\_\_\_\_\_

JOHN LANQ  
5408 HWY 36, NORTH  
ROSENBERG, TX 77471

\_\_\_\_\_

KING CONSTRUCTION  
P.O. DRAWER L  
WALLIS, TX 77485

\_\_\_\_\_

RICHMOND SAND & GRAVEL  
2220 PULTAN RD  
RICHMOND, TX 77469

\_\_\_\_\_

SCHRAMME CONSTRUCTION  
P.O. BOX 763  
ROSENBERG, TX 77471

\_\_\_\_\_

50 \$ CY





TEXAS DEPARTMENT OF CORRECTIONS  
Industrial Division

Post Office Box 99  
Huntsville, Texas 77340



21

INVOICE

AC (713) 295-6371 EXT, 380

0030

<b>SOLD TO</b> NAME FORT BEND COUNTY PURCHASING DEPT. ADDRESS COUNTY COURTHOUSE CITY RICHMOND, STATE TX CODE 77469		<b>DELIVER TO</b> NAME GEORGE MEMORIAL LIBRARY ADDRESS _____ CITY _____ STATE _____ CODE _____	
---	--	---	--

Unit ELLIS I No. 10 Dept. WOODWORKING No. 57 Div. IND No. 05	INVOICE NUMBER Q 9098	INVOICE DATE 2-5-86	CUSTOMER ORDER NUMBER 5253-2851	SHIPPING Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> Ordered by _____
--	--------------------------	------------------------	------------------------------------	---

Item	COMMODITY NUMBER	DESCRIPTION	Unit of Measure	QUANTITY	UNIT PRICE	AMOUNT
		SEC. DEKS, W/RIGHT RETURN	ea	1	375.00	375.00
		DESK 30 x 60	ea	4	350.00	1400.00
<u>PARTIAL BILLING</u>						
<i>J. Stawickha</i> <i>EP 15</i> <i>per minute - approval of bills</i> <i>2/17/86</i>						

PLEASE PAY THIS AMOUNT TERMS Net 30 days \$ 1775.00

CAROLYN WUENSCHÉ  
ACCOUNTANT 2-10-86 cha

*Carolyn Wuensché*

PLEASE PAY FROM THIS INVOICE

BU-167

0030

22. APPROVE SUBSTANTIAL COMPLETION ON FORT BEND COUNTY LAW ENFORCEMENT ACADEMY:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve substantial completion of Fort Bend County Law Enforcement Academy.

23. ADJOURNMENT:

Commissioners' Court adjourned at 3:50 p.m. Monday, February 17, 1986.

## DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 17th day of FEBRUARY, 1986 Drainage District Board of Fort Bend County, Texas met with the following present:

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

With Commissioner Pustka absent for vote.

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

1. DISCUSS MONTHLY DRAINAGE DISTRICT REPORT:

January monthly report was presented for discussion.

2. AUTHORIZE ADVERTISING FOR BIDS FOR EXCAVATION ON RABBS BAYOU & FLAT BANK CREEK :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for excavation on Rabbs Bayou & Flat Bank Creek.

3. AUTHORIZE ADVERTISING FOR BIDS ON McCRARY RD. BRIDGE ON JONES CREEK IN PRECINCT 3 :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids on McCrary Rd. Bridge on Jones Creek in Precinct 3.

4. DISCUSS PETITION FROM LANDOWNERS ON FM-360 :

Landowners along FM360 presented a petition to the court opposed to previous petition presented on November 25, 1985 requesting setting additional culverts. (Recorded in minutes in full)

The following landowners discussed the drainage problems along FM360;

Olivia Warnecke  
Harvey Ludwig  
E.J. Hickman

Commissioner Ben Denham and County Engineer Stanley Kucherka discussed current studies being done along San Bernard River and the drainage problems in this area.

5. ADJOURNMENT :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to adjourn Drainage District board at 2:15 p.m. on Monday, February 17, 1986.

## COUNTY OF FORT BEND

*Drainage*

0030

Drainage District

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 REPORTJANUARY, 1986

Shredding was done on a total of twenty-one (21) streams during January. Historically, January has been a month that very little shredding was done because of wet conditions. This year was an exception to that. The dry conditions allowed shredding to be done the entire month.

The shredding of Big Creek continued with six (6) tractors. Work was concentrated in the area downstream of F.M. 762.

Some of the other major streams that received work were Turkey Creek (I-D), Gapps Slough, Willow Fork of Buffalo Bayou and the T. I. Ditch lateral that cross Mula Road in Precinct #3.

The bridge crew continued driving piles for watergates that were recently washed out with the Rapier NCK-305 dragline during January. Piles were driven for watergates on seven (7) different streams. In addition they installed two (2) low-water crossings on Cottonwood Creek and one (1) on Lower Oyster Creek and repaired one (1) on Seabourne Creek. The crew also drove steel piles provided by Exxon Pipeline Company to support an Exxon Pipeline that crosses Briscoe Ditch near the Brazos River. Recent rains had eroded the channel and exposed the pipeline. Also the bridge crew built one bridge across Rabbs Bayou on the Fort Bend Country Club tract and began another.

Work continued on the dredging of Rabbs Bayou during January with several pieces of equipment. The Ruston Bucyrus RB-22 dragline continued to work on the Fort Bend Country Club tract both digging and driving piles for bridges. The dirt from this area must be trucked from the site and is

being taken to the drop structure installed by the City of Rosenberg at the Brazos River. All available trucks owned by the Drainage District were used, as well as two (2) trucks from the City of Rosenberg. Also trucks were provided by Precincts 2 and 4 for approximately three (3) days each.

On January 14 the District's Link Belt LS-128 Dragline began digging downstream on Rabbs Bayou on the McFarlane tract. All the dirt on this tract must be deposited on one side of the channel. Therefore the Fiat Allis FD-20 bulldozer must assist the dragline here.

Work also continued on Cow Creek. The District's Northwest 9570 dragline dug approximately 23,703 cubic yards during January. The machine is located downstream of Rycade School Road.

The Northwest 41 dragline continued to install drop inlet pipes on Lower Oyster Creek, assisted by the Fiat Allis FD-16 bulldozer.

The following charts show where each machine worked during January.

## SHREDDER REPORT

## Big Creek II-B

102	1/2-1/31
105	1/2-1/31
107	1/2-1/31
127	1/2-1/31
154	1/2-1/31
231	1/7-1/31

## Ditch B-1-a

111	1/6-1/21
121	1/6-1/21

## Dry Creek II-B-2

106	1/2-1/29
142	1/6
242	1/2

## Fairchilds Creek Lateral II-B-10-b

129	1/15-1/21
-----	-----------

## Flatbank Creek II-K

119	1/23-1/31
124	1/23-1/31
126	1/23-1/31
157	1/27-1/31

## Flewellen Ditch II-E-10

112	1/21-1/24
117	1/21-1/27
118	1/21-1/18, 1/31
146	1/21-1/28

**Gapps Slough II-B-10-a**

119	1/2-1/10
122	1/14-1/31
124	1/8-1/10
126	1/2-1/6
142	1/14-1/31
157	1/2-1/10
242	1/13-1/31

0030

**Keegans Bayou**

112	1/13-1/14
117	1/3-1/14
118	1/3-1/14
146	1/6-1/14

**Little Pront Creek V-A-2**

158	1/31
243	1/31

**Meadows Ditches**

112	1/2
146	1/2

**Mustang Bayou Overflow Channel**

111	1/27-1/31
121	1/27-1/31
230	1/27-1/31

**Orchard R. R. Ditch**

112	1/29-1/30
146	1/29

**Oyster Creek II-K**

111	1/22-1/24
119	1/14-1/21
121	1/22-1/24
124	1/13-1/21
126	1/14-1/22
230	1/22-1/24

0030

-5-

## Rabbs Bayou II-D

126 1/7-1/10

## Robinowitz Ditch II-MM

117 1/29-1/30

118 1/29-1/30

## Seabourne Creek II-B-4

129 1/2-1/14

## Snake Creek I-C

120 1/30-1/31

123 1/30-1/31

155 1/30-1/31

## Snake Creek Lateral I-C-4

130 1/31

144 1/31

## T. I. Ditch Lateral

112 1/15-1/20

117 1/15-1/20

118 1/15-1/20

146 1/15-1/20

## Turkey Creek I-D

103 1/8-1/31

110 1/13-1/24

120 1/23-1/29

123 1/2-1/29

130 1/2-1/24

144 1/20-1/24

155 1/6-1/29

## Turkey Creek Lateral I-D-6

110 1/27-1/31

130 1/27-1/30

144 1/27-1/30



Willow Fork of Buffalo Bayou V-A

0030

113	1/7-1/30
115	1/6-1/29
158	1/2-1/30
243	1/2-1/30

0030

-7-

## HEAVY EQUIPMENT

Big Creek II-B		
Rapier NCK-305 Dragline		1/9
Brazos River Lateral II-MM		
Caterpillar D-6 Bulldozer		1/30-1/31
Brazos River Lateral II-MM-1		
Caterpillar D-6 Bulldozer		1/24-1/24
Briscoe Ditch II-GG-1		
Fiat Allis FD-30 Bulldozer		1/6
Linkbelt LS-98 Dragline		1/2-1/3
Buffalo Creek Lateral I-B-3-d		
Caterpillar D06 Bulldozer		1/6-1/7, 1/13-1/15
Cedar Creek I-B		
Rapier NCK-305 Dragline		1/30-1/31
Cottonwood Creek II-B-24		
Linkbelt LS-98 Dragline		1/8
Rapier NCK-305 Dragline		1/17-1/28
Caterpillar D-6 Bulldozer		1/22
Cow Creek II-A		
Northwest 9570 Dragline		1/2-1/31
Ditch H		
Linkbelt LS-98 Dragline		1/9-1/10
Dry Branch I-E		
Rapier NCK-305 Dragline		1/10-1/16
Fiat Allis FD-20 Bulldozer		1/13

<b>Dry Creek II-B-5</b>	
Fiat Allis FD-20 Bulldozer	1/6-1/9
Fiat Allis FD-30 Bulldozer	1/7-1/31
<b>East Bernard R. R. Ditch</b>	
Caterpillar D-6 Bulldozer	1/23
<b>Fairchilds Creek II-B-10</b>	
Rapier NCK-305 Dragline	1/6-1/8
<b>Longpoint Bayou III-B</b>	
Fiat Allis FD-20 Bulldozer	1/14-1/17
<b>Lower Oyster Creek II-K</b>	
Fiat Allis FD-16 Bulldozer	1/2-1/31
Northwest 41 Dragline	1/2-1/31
Fiat Allis FG-85 Motor Grader	1/28-1/31
<b>Middle Bayou II-D-1</b>	
International TD-25 Bulldozer	1/23-1/31
Linkbelt LS-128 Dragline	1/2-1/10
<b>Rabbs Bayou II-D</b>	
Fiat Allis FG-85 Motor Grader	1/21-1/27
Fiat Allis FD-20 Bulldozer	1/20-1/31
International TD-25 Bulldozer	1/20-1/22
Fiat Allis FD-20 Bulldozer	1/20-1/31
Caterpillar D-6 Bulldozer	1/20-1/21
Ruston Bucyrus RB-22 Dragline	1/6-1/31
Linkbelt LS-128 Dragline	1/14-1/24
<b>Seabourne Creek II-B-4</b>	
Rapier NCK-305 Dragline	1/2-1/3
<b>Snake Creek I-C</b>	
Rapier NCK-305 Dragline	1/29
Linkbelt LS-98 Dragline	1/6-1/7

00788

0030

-9-

Turkey Creek I-D

Linkbelt LS-98 Dragline

1/13-1/15

TO: Commissioners Court  
Fort Bend County, Texas  
State Highway Department

## PETITION

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That, in the event, additional culverts are necessary on FM 360, the undersigned recommend that a complete drainage plan of the area be developed, and that work when necessary begin on the Bernard and proceeds upstream along Snake Creek to this area.

PRESENTED this 21<sup>st</sup> day of Jan., 1986.

<u>NAME</u>	<u>MAILING ADDRESS</u>
1. <u>Harvey Ludwig</u>	<u>Rt 1 Box 139-A Rosenberg</u>
2. <u>Faye Ludwig</u>	<u>Rt. 1, Box 139-A Rosenberg</u>
3. <u>Carl Lewis</u>	<u>1921 GRANT ROSENBERG</u>
4. <u>Olivia Sternoske</u>	<u>Route 1, Box 170, Rosenberg, Tx. 77471</u>
5. <u>Carl P. Fish</u>	<u>610 ALDERGATE, KATY, TX 77450</u>
6. <u>Diane Fischer</u>	<u>610 Aldergate, Katy, TX 77450</u>
7. <u>Herbert Fischer</u>	<u>27022 Doves-Houston 77087</u>
8. <u>Sherry Fischer</u>	<u>3806 Fawn Creek, Kingwood Tx 77339</u>
9. <u>Donald A. Frank</u>	<u>3806 Fawn Creek, Kingwood, Tx 77339</u>
10. <u>Sharon Stern</u>	<u>Rt 1 Box 168. Rosenberg, Tex. 77471</u>
11. <u>Dorise Kogelen</u>	<u>Rt. 1 Box 167-T Rosenberg, Tx 77471</u>
12. <u>Phil Kogelen</u>	<u>Rt. 1 Box 167-T Rosenberg 77471</u>
13. <u>Beatha Hartfiel</u>	<u>2825 Ave. H, Rosenberg, Tex 77470</u>
14. <u>Lester Ognoskie</u>	<u>10802 Brinkmeyer Rd Needville Tex. 77461</u>
15. <u>Pat Ognoskie</u>	
16. <u>Dolly Ognoskie</u>	<u>10802 Brinkmeyer Rd. Needville, Tx 77461</u>
17. <u>Mary M<sup>c</sup>Cauley</u>	<u>15202 Muech Rd Needville, Tx 77461</u>

409-387-  
7432

0030

TO: Commissioners Court  
Fort Bend County, Texas  
  
State Highway Department

## PETITION

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PRESENTED this 21<sup>st</sup> day of Jan, 1986.

<u>NAME</u>	<u>MAILING ADDRESS</u>
1. Minnie Engelhardt	R#3 Box 45 Needville, Tex 77461
2. Eugene Engelhardt	
3. Christine Engelhardt	
4. Adonia H. Jolie	P.O. Box 162 Stafford, Tx 77477
5. Glenn W. Jolie	P.O. Box 162 Stafford, Tx 77477
6. Marvin Engelhardt	10629 Chambers Houston Texas
7. Barbara Engelhardt	10629 Chambers St. Houston, Texas
8. L.A. Engelhardt	661 State South Houston
9. Harvey E. Knight	Needville
10. Cammie K. Knight	
11. Jeanette Nohant	Box 284 Needville, Tx 77461
12. Bud Ella Rife	P.O. Box 463 Rosenberg, Tex. 77471
13. Valerie Williams	14011 Bay Gardens Sugarland Tx 77478
14. Stephen Rife	P.O. Box 463 Rosenberg, Tx 77471
15. Carol Stule	P.O. Box 828 Richmond, Tx 77469
16. Joyce D. Brod	11422 Palo Verde HOUSTON 77044
17. Lewi M. Engelhardt	2525 B.F. Terry Blvd. Rosenberg, 77471

TO: Commissioners Court  
Fort Bend County, Texas  
  
State Highway Department

## PETITION

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PRESENTED this 21<sup>st</sup> day of Jan, 1986.

NAME	MAILING ADDRESS
1. <u>Kenneth W. Poehls</u>	<u>Rt. 2 Box 1420 Needville, Tx 77461</u>
2. <u>Glennard Poehls</u>	<u>Rt. 1, Box 153E Rosenberg, Tx 77471</u>
3. <u>Charlene Poehls</u>	<u>Rt. 1 Box 153E Rosenberg, Tx 77471</u>
4. <u>Willie Poehls</u>	<u>P.O. Box 171 Rosenberg Tx. 77471</u>
5. <u>Velma Poehls</u>	<u>P.O. Box 171 Rosenberg, Tx. 77471</u>
6. <u>Ellet Poehls</u>	<u>Rt. 1 Box 15 GUY Texas 77444</u>
7. <u>Berninga B. Rosales</u>	<u>Rt. 1 Box 15 Guy Texas 77444</u>
8. <u>Burney W. Deiss</u>	<u>Rt. 1 Box 172 Rosenberg, Texas 77471</u>
9. <u>Ronald Deiss</u>	<u>Rt. 1, Box 172, Rosenberg Tx. 77471</u>
10. <u>Viola Fuchs</u>	<u>Rt. 1 Box 166 Rosenberg, Texas 77471</u>
11. <u>Clarence Fuchs</u>	<u>Rt. 1 Box 166 Rosenberg Texas 77471</u>
12. <u>Bobby Fuchs</u>	<u>Rt. 1 Box 163K Rosenberg, Texas 77471</u>
13. <u>Vicki Fuchs</u>	<u>Rt. 1 Box 163K Rosenberg, Tx 77471</u>
14. <u>Evelyn Schmidt</u>	<u>Rt. 1, Box 206 Beasley Tx. 77417</u>
15. <u>Raymond Schmidt</u>	<u>Rt. 1 Box 206 Beasley, Tx. 77417</u>
16. <u>Randee R. Schmidt</u>	<u>Rt. 1 Box 206 Beasley, Tx. 77417</u>
17. <u>Walter W. Botte</u>	<u>P.O. Box 187 Needville, Tex. 77461</u>

00792

0030

TO: Commissioners Court  
Fort Bend County, Texas

State Highway Department

PETITION

We, the undersigned, owners and tenants of real estate on the west side of FM 360, Fort Bend County, Texas, offer this petition in opposition to that certain petition dated November 12, 1985, and presented to the commissioners court on or about November 25, 1985, a copy of which is attached.

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PRESENTED this 21<sup>st</sup> day of Jan, 1986.

NAME	MAILING ADDRESS
1. <u>Rhonda Dallen</u>	<u>P.O. Box 795 Needville, TX 77461</u>
2. <u>Archie Song</u>	<u>P.O. Box 396 Needville, Texas 77461</u>
3. <u>Jung Francis</u>	<u>8608 MAIN NEEDVILLE TEX 77461</u>
4. <u>Tony Lindeman</u>	<u>Rt 3 Box 393 Needville</u>
5. <u>James Cloud</u>	<u>Rt 1 Box 964 Needville, Tex</u>
6. <u>John Ketchum Jr</u>	<u>P.O. Box 722 Needville Tex</u>
7. <u>Wanda Smith</u>	<u>Rt 2 Box 2778 Needville TX</u>
8. <u>Mary K. Kaniel</u>	<u>Rt 2 Box 2778 Needville TX 77461</u>
9. <u>Lad Starinoha</u>	<u>Needville, Texas Box 365</u>
10. <u>Venessa Dwyka</u>	<u>900 PEQUIS #102 SAN MARCOS, TX 78666</u>
11. <u>Carlis Villet</u>	<u>Rt 2 Box 2570 Needville TX 77461</u>
12. <u>Brita Walzel</u>	<u>Needville Texas</u>
13. <u>Ken Cardenas</u>	<u>P.O. Box 1005 Needville, Tex</u>
14. <u>Charles Sammaric</u>	<u>P.O. Box 370 GM TX</u>
15. <u>Sept 23</u>	<u>Rt 2 Box 2775, Needville, Tex 77461</u>
16. <u>Louise Engeling</u>	<u>Rt 2 Box 2775, Needville, Tex 77461</u>
17. _____	_____



TO: Commissioners Court  
Fort Bend County, Texas  
  
State Highway Department

## PETITION

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PRESENTED this 21<sup>st</sup> day of Jan., 1986.

<u>NAME</u>	<u>MAILING ADDRESS</u>
1. <u>Doc Miller</u>	<u>P.O. Box 336 Fung Tex</u>
2. <u>Edward Cronak</u>	<u>Picknord R3 Bof 1214</u>
3. <u>Sally Ann Cook</u>	<u>Box 1060 Needville</u>
4. <u>John Mac Shira</u>	<u>RT 3 Box 220 Needville Texas 77461</u>
5. <u>Earline Thomas</u>	<u>R</u>
6. <u>Marshall Miller</u>	<u>Rt 1 Box 557 - Needville</u>
7. <u>Winnie Susan</u>	<u>Needville Texas 77461</u>
8. <u>Mildred Kasse</u>	<u>Needville, Texas 77461</u>
9. <u>Gene Pruitt</u>	<u>Needville Tex 77461</u>
10. <u>Kelli Mastait</u>	<u>Rt. 1 Box 166 - RE Rosenberg, Tx.</u>
11. <u>Sadie Cloud</u>	<u>Rt 1 Box 964 Needville TX</u>
12. <u>Belle E. Ealy</u>	<u>Box 503 Needville, Tex.</u>
13. <u>Ella L. Balder</u>	<u>PO Box 429 Needville, Tex.</u>
14. <u>Sherril Snedcor</u>	<u>Rt. 2, Needville</u>
15. <u>Shirley Taylor</u>	<u>Needville, Tx</u>
16. <u>W. G. Taylor</u>	<u>Needville, Tex</u>
17. <u>Diana Ottomere</u>	<u>Needville, Tx</u>

0030

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NAME	MAILING ADDRESS
1. <u>Betty Ramey</u>	<u>P.O. 447 Needville</u>
2. <u>Linda Rth</u>	<u>PO 288 Needville</u>
3. <u>Annette Deane</u>	<u>3310 Seaboard Needville</u>
4. <u>Ma Louise (Janice) Sr.</u>	<u>P.O. Box 13, Needville Tex</u>
5. <u>Paul Miller</u>	<u>Rt 3 Box 786 Needville, Texas</u>
6. <u>Martha Miller</u>	<u>Rt 7 Box 786 Needville</u>
7. <u>Douglas Abraham</u>	<u>Box 248 Needville</u>
8. <u>Verona Phillip</u>	<u>Rt 2 Box 811 Needville</u>
9. <u>Milton Foster</u>	<u>P.O. Box 1001 Needville Tx.</u>
10. <u>Andrew Martin</u>	<u>Rt 3 Box 2286 Needville Tx.</u>
11. <u>Phyllis McKee</u>	<u>P.O. Box 410, Guy, Tex</u>
12. <u>Norma (Kirkland)</u>	<u>2822 Richard Rd # 15</u>
13. <u>Nancy Tepl</u>	<u>2903 Church St Needville</u>
14. <u>Everna Gruber</u>	<u>13503 Muesel Rd Needville</u>
15. <u>Shirley Porter</u>	<u>P.O. Box 822, Needville</u>
16. <u>Judith Wenzel</u>	<u>Needville, Tex</u>
17. <u>Imogene Miller</u>	<u>PO Box 336 Guy</u>

TO: Commissioners Court  
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NAME	MAILING ADDRESS
1. <u>Rosa Mae Lewis</u>	<u>P.O. Box 547 - Needville, TX</u>
2. <u>Landra Heston</u>	<u>1214 Sandstone Richmond, TX 77469</u>
3. <u>Jim B. Bell</u>	<u>PO Box 417 Needville TX</u>
4. <u>Theresa Clark</u>	<u>Box 3, Box 129 - Needville TX</u>
5. <u>Tony Cobble</u>	<u>12210 MURCK ROAD NEEDVILLE TX</u>
6. <u>Cedric Padell</u>	<u>12210 MURCK ROAD NEEDVILLE TX</u>
7. <u>Charlotte Powers</u>	<u>Needville, Texas</u>
8. <u>Charlie &amp; Linda J.</u>	<u>R 3 - Box 220 Needville</u>
9. <u>Susan S. Garner</u>	<u>6520 Lembe Rd, Needville TX 77461</u>
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____

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PRESENTED this 21<sup>st</sup> day of June, 1986.

NAME	MAILING ADDRESS
1. <u>Adelle Watson</u>	<u>P.O. Box 308 - Needville, TX 77461</u>
2. <u>Delores Watson</u>	<u>P.O. Box 308 Needville TX 77461</u>
3. <u>Ren F. Fleming</u>	<u>Samerville, TX, Rt 1 Box 57, Poston</u>
4. <u>Johnnie</u>	<u>Rt 2 Box 2900 Needville TX 77461</u>
5. <u>Reed F. Phillips</u>	<u>Rt. 2 Box 352 Needville Texas</u>
6. <u>Cathy L. York</u>	<u>8405 Wilcrest Houston, TX 77052</u>
7. <u>B.W. Thomas</u>	<u>P.O. Box 612 Needville, TX 77461</u>
8. <u>Lorene Dott</u>	<u>Rt. 2 Box 282F Needville, TX 77461</u>
9. <u>Linda Ola</u>	<u>12500 Sandpaper Houston 77055</u>
10. <u>Doris Lott</u>	<u>Rt 3. Box 282F Needville TX 77461</u>
11. <u>Mabel Samuel</u>	<u>P.O. Box 513 - Needville 77461</u>
12. <u>Barbara York</u>	
13. <u>Willie B. Babin</u>	
14. <u>Ernie Watson</u>	<u>Rt 2 Box 2910 Needville, TX</u>
15. <u>Ella Belden</u>	<u>Box 549. Needville TX</u>
16. <u>Verna Johnson</u>	<u>16225 Sentinel</u>
17. <u>Ernie Murray</u>	<u>Rt 2 Box 2910</u>

signatures on back ↴

Eveline Thomas

Robert Jones

VERNON WATSON

Odessa R. Battle

Carolyn Statton

Peggy Davis

Genevieve Allen

Hell Emyris Statton

James Sanders

Bennie Mosley

00796-B

NAME	MAILING ADDRESS
1. Cheryl Rika	2607 7th St. #3-Rosenberg.
2. Janet Rika	6400 A. Mesener #1061 Houston 77036
3. J.P. Rika	P.O. Box 463 Rosenberg 77471
4. Alan Stahl	
5. Glenda Stewart	10 Dolphin Ct. Houston, TX 77024
6. Doris Engelhardt	Rt. 1, Box 329, Beasley, Tex 77417
7. Lillian Fuba	P.O. Box 107, Beasley, Tx. 77417
8. Rita Layman	1202 Mahlerman Rosenberg TX 77471
9. Rudy Fuba	P.O. Box 107, Beasley, Texas 77417
10. Lewis Engelhardt	625 Reinhard, Rosenberg, TX 77471
11. Raymond Engelhardt	Rt 1 Box 321 Beasley 77417
12. Jerry Leber	1202 Mahlerman St Rosenberg 77471
13. Christ Williams	14011 Bay Gardens Sugarland 77478
14. Eugene Engelhardt	2525 BF TERRY BLVD ROSENBERG 77471
15. Raymond Engelhardt	Rt 1 Box 329 Beasley Texas
16. Louis Heckman	Rt. 1 Box 54I Wallis TX 77485
17. Hebbie Heckman	Rt. 1, Box 54I Wallis Tx. 77485
18. Lorie Mae Heckman	Rt 1, Box 148, Wallis, Texas 77485
19. Eleonora Kasmir	Rt 1 Box 163 Rosenberg Tex, 77471
20. Jeff Kasmir	P.O. Box 305 Needville, Tex 77461
21. Roy W. Kasmir	P.O. Box 305 Needville, TX 77461
22. Roy Kasmi	P.O. Box 305 Needville, Tx. 77461
23. Betty Kasmir	P.O. Box 305 Needville, Texas 77401
24. Leonard Kasmir	Route 1 Box 163 Rosenberg Tex. 77471
25. Cindi Hepker	Rt 1 Box 151-K Paige, TX 78659
26. Daniel L Hepker	Rt. 1 Box 151K Paige Tx 78659
27. C. J. Heckmann	Rt. 1, Box 148 Wallis Tx 77485
28. Edwin Heckmann Jr.	Rt 1 Box 142B Beasley, TX 77417
29. Debra Heckmann	Rt 1 Box 142B Beasley TX 77417
30.	
31.	
32.	
33.	
34.	
35.	

0030

NAME	MAILING ADDRESS
1. <u>Agnes Bathe</u>	<u>P.O. Box 187 NEEDVILLE, TX 77461</u>
2. <u>Laura Woster</u>	<u>905 VICTORIA DR. RICHMOND TX. 77469</u>
3. <u>Thomas B. Snedcor</u>	<u>Rt 2 Box 2805 Needville, Tx 77461</u>
4. <u>Ms. J.B. Snedcor</u>	<u>✓</u>
5. <u>Sammie Snedcor</u>	<u>Rt. 2 Box 2805 Needville, Texas 77461</u>
6. <u>A. Snedcor</u>	<u>Rt 2 Box 2815 Needville</u>
7. <u>Thomas C. Snedcor</u>	<u>Box 506 Needville Texas 77461</u>
8. <u>Frances Snedcor</u>	<u>Box 506 Needville, Texas 77461</u>
9. <u>Elsie Straznicki</u>	<u>Box 204, Rt 1 Beasley Texas 77419</u>
10. <u><del>Elsie Straznicki</del></u>	<u><del>Box 204 R. 1 Beasley, Texas 77419</del></u>
11. <u>Floyd Traeber</u>	<u>Box 164 Needville 77461</u>
12. <u>Kathleen Traeber</u>	<u>Box 164 Needville 77461</u>
13. <u>Anne M. Traeber</u>	<u>Box 164 Needville 77461</u>
14. <u>Richard Traeber</u>	<u>B 643 Needville 77461</u>
15. <u>Brian Traeber</u>	<u>R 3 B 9 Needville 77461</u>
16. <u>Bruce Traeber</u>	<u>6868 Forum Pl Houston</u>
17. <u>Rodney Sway</u>	<u>Rt 3 Box 200 Needville Tx. 77461</u>
18. <u>Dean Savinola</u>	<u>P.O. Box 365 Needville, Tx 77461</u>
19. <u>Jan Hensarling</u>	<u>P.O. Box 807 Needville, Tx. 77461</u>
20. <u>Loy Gena</u>	<u>Rt 3, 5506 FM 2977 Richmond 77489</u>
21. <u>Mildred Kure</u>	<u>Rt 3 Box 590 Needville</u>
22. <u>Glen A. Schweda</u>	<u>Box 415 Needville, Texas 77461</u>
23. <u>R. Mat Hackett</u>	<u>P. O. Box, 1199 Needville, 77461</u>
24. <u>Dorothy Stainche</u>	<u>P.O. Box 365, Needville, Tx. 77461</u>
25. <u>Shari Stavinoha</u>	<u>AUSTIN, TEXAS</u>
26. <u>Hennis Starnick</u>	<u>P.O. Box 365 Needville, Texas 77461</u>
27. <u>Frances Starnick</u>	<u>P.O. Box 365 Needville, Tx 77461</u>
28. <u>Thomas S. Wallis</u>	<u>Box 55 Needville Tex. 77461</u>
29. <u>Jack B. Warr</u>	<u>Needville</u>
30. <u>Shirley A. Kaminaki</u>	<u>Rt. 1 Needville, Tex. 77461</u>
31. <u>Albert Zwahr</u>	<u>P.O. Box 103 Damon Tex</u>
32. <u>Laraine Zwahr</u>	<u>- - -</u>
33. <u>Kathy Miller</u>	<u>P.O. Box 391, Guy Tex 77444</u>
34. <u>Richard Miller</u>	<u>P.O. Box 391, Guy Tex - 77444</u>
35. <u>Hilda Kalinowski</u>	<u>Rt. 2 Box 1260 Needville</u>



NAME	MAILING ADDRESS
1. <u>Hilda Eloff</u>	<u>Needville P.O. Box 120</u>
2. <u>Ladell Dunham</u>	<u>Box 368 Needville, Tx</u>
3. <u>Delores Willneken</u>	<u>Box 431 Needville, Tex</u>
4. <u>Judy Casbury</u>	<u>30222 8th Street, Buy</u>
5. <u>Mickey Lott</u>	<u>8422 West 1st Needville H. 77461</u>
6. <u>Judy Maly</u>	<u>P.O. Box 801 - Needville</u>
7. <u>Laura Kueck</u>	<u>Rt 2, Box 3020 - Needville, Tx, 77461</u>
8. <u>Mabel Schellberg</u>	<u>Rt 2 Box 1140 Needville, Tex 77461</u>
9. <u>Henry J. Pawlicek</u>	<u>RT 1 - BOX 17 - BUY, TEXAS</u>
10. <u>Henrietta Pawlicek</u>	<u>Rt 1 Box 17 - Buy, Texas</u>
11. <u>Irene Krobot</u>	<u>Rt. 3 Box 317 Needville</u>
12. <u>Mary Klohedans</u>	<u>9010 Emma, needville</u>
13. <u>Jerome Krobot</u>	<u>Rt. 3 Box 317 Needville</u>
14. <u>Elizabeth Leus</u>	<u>Rt. 2, Box 900 Needville, Tx 77461</u>
15. <u>Millie White</u>	<u>Box 34 Needville, Tx 77461</u>
16. <u>Adeline Haerber</u>	<u>Rt 2 Box 1080 Needville, Tex 77461</u>
17. <u>Pat Miller</u>	<u>P.O. Box 376 Buy, Tx 77444</u>
18. <u>Garathy Rainard</u>	<u>Rt 1 Needville</u>
19. <u>Loft Lela</u>	<u>P.O. Box 311 Buy, Texas 77444</u>
20. <u>wesley wrenson</u>	<u>Box B - Roskaron, Tx</u>
21. <u>Jan L. Benson</u>	<u>Box 544 Needville, Texas</u>
22. <u>Jacinto Montoya</u>	
23. <u>E. J. Cooper</u>	<u>P.O. Box 445 Needville, Tx.</u>
24. <u>Josephine Balderras</u>	<u>P.O. Box 309 Needville, Tx.</u>
25. <u>Adeline Garcia</u>	<u>Box 8 Rt 1 Buy, Tex.</u>
26. <u>Norma Walker</u>	<u>P.O. Box 341 Buy, Tex</u>
27. <u>Arnold Petrusch</u>	<u>Rt. 3 Box 440 Needville</u>
28. <u>Clara Charansky</u>	<u>P.O. Box 543 Needville</u>
29. <u>Linda Charansa Sr.</u>	<u>P.O. Box 543 Needville</u>
30. <u>Hilda Clark</u>	<u>3323 North St</u>
31. <u>GERALD BAKER</u>	
32. <u>Josie Eversole</u>	<u>P.O. Box 225 Damon, Tex</u>
33. <u>Joy Kertee</u>	<u>Rt 2 Box 804 Needville, Tx</u>
34. <u>Ruth Elster</u>	<u>Rt. 3 Box 782 Needville, Tx</u>
35. <u>Sharon Williams</u>	<u>Box 658, Needville, Tx</u>

0030

	NAME	MAILING ADDRESS
1.	<u>Margaret McCarty</u>	<u>P.O. Box 252, Needville, Tex. 77461</u>
2.	<u>Lillie Mae Omdrey</u>	<u>Rt. 1, Box 58A, Rosenberg, Tex 77471</u>
3.	<u>Henry Omdrey</u>	<u>Rt. 1, Box 58A, ROSENBERG, TEX. 77471</u>
4.	<u>Carol Dylla</u>	<u>Rt. 1 Box 58A, Rosenberg, TX 77471</u>
5.	<u>Maub Dylla</u>	<u>Rt. 1 Box 58A ROSENBERG, TX. 77471</u>
6.	<u>Lillie Kelly</u>	<u>2002 Jones Rosenberg, TX 77471</u>
7.	<u>Russell Omdrey</u>	<u>Rt. 1 Box 58A Rosenberg TX 77471</u>
8.	<u>Eileen Omdrey</u>	<u>Pt 1 Box 58A Rosenberg TX 77471</u>
9.	<u>Robert Omdrey</u>	<u>Rt 1 Box 58 A Rosenberg TX 77471</u>
10.	<u>Marlee Omdrey</u>	<u>Rt 1 Box 58-A Rosenberg TX 77471</u>
11.	<u>Luby M Barker</u>	<u>RR-1-Box 201, Beasley, TX 77417</u>
12.	<u>Albert H. Herken</u>	<u>Rt 1 Box 201 Beasley, Tex 77417</u>
13.	<u>Thomas H. Herken</u>	<u>Rt 1 Box 292 Beasley Tex 77417</u>
14.	<u>W. A. Henderson</u>	<u>Po Box 934 Needville Tex 77461</u>
15.	<u>Arthur Juenger</u>	<u>Box 56 Beasley Tex</u>
16.	<u>Philip A. Omdrey</u>	<u>Box 252 Needville TX 77461</u>
17.	<u>Donna Oldmixon</u>	<u>P.O. Box 252 Needville TX 77461</u>
18.	<u>Evelyn Hartfil</u>	<u>Rt 3 9240 Union Needville, Tex 77461</u>
19.	<u>Hildegard Schroeder</u>	<u>RT 1 Box 160 Rosenberg, Tex. 77471</u>
20.	<u>Elton Schroeder</u>	<u>RT 1 Box 160 Rosenberg, Tex. 77471</u>
21.	<u>Neil A. Thomas</u>	<u>Rt 1 Box 160-J Rosenberg, TX 77471</u>
22.	<u>Quida E. Thomas</u>	<u>Rt 1 Box 160 J Rosenberg, TX 77471</u>
23.	<u>Richard A. Fitch</u>	<u>Rt 1 Box 160 J ROSENBERG TX 77471</u>
24.	<u>Randa J. Fitch</u>	<u>Rt 1 Box 160-J Rosenberg, TX 77471</u>
25.	<u>Beth C. McBride</u>	<u>RT. 1, BOX 160-K ROSENBERG 77471</u>
26.	<u>Donna C. McBride</u>	<u>RT. 1, BOX 160-K ROSENBERG 77471</u>
27.	<u>Dorothy Klobedans</u>	<u>Rt 1 Box 159X Rosenberg 77471</u>
28.	<u>Walter K. Klobedans</u>	<u>RT 1 BOX 159X ROSENBERG 77471</u>
29.	<u>Lindy Klobedans</u>	<u>Rt 1 Box 159X Rosenberg 77471</u>
30.	<u>Karon Klobedans</u>	<u>Rt 1 Box 159X Rosenberg 77471</u>
31.	<u>Ricky S. Wrobliski</u>	<u>Rt 1 Box 159 Rosenberg 77471</u>
32.	<u>Rebecca Klobedans Wrobliski</u>	<u>Rt. 1 Box 159 Rosenberg 77471</u>
33.	<u>Margaret (Ma) Frazier</u>	<u>Rt 1, Box 209-E Beasley, Tex 77417</u>
34.	<u>Gene Frazier</u>	<u>Rt. 1 Box 209-E, Beasley, Tex. 77417</u>
35.	<u>Billy H. Frazier</u>	<u>Rt. 1, Box 209E, Beasley, Tex. 77417</u>

NAME

MAILING ADDRESS

- | <u>NAME</u>              | <u>MAILING ADDRESS</u>                  |
|--------------------------|---|
| 1. <u>Linda Harris</u>   | <u>Rt 1, Box 210, Beasley, Tx 77417</u> |
| 2. <u>Rebecca Harris</u> | <u>Rt 1, Box 210 Beasley, Tx 77417</u>  |
| 3. <u>Jean Blasdel</u>   | <u>Rt 1 Box 211, Beasley, Tx 77417</u>  |
| 4. <u>Jin Blasdel</u>    | <u>Rt. 1 Box 211 Beasley, Tx, 77417</u> |
| 5. _____                 | _____                                   |
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| 32. _____                | _____                                   |
| 33. _____                | _____                                   |
| 34. _____                | _____                                   |
| 35. _____                | _____                                   |

AGENDA  
 FORT BEND COUNTY COMMISSIONERS COURT  
 COURTHOUSE ANNEX, RICHMOND, TEXAS  
 REGULAR SESSION  
 MONDAY, FEBRUARY 24, 1986  
 9:00 O'CLOCK A.M.

1. Approve minute of meeting of February 17, 1986.
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. Review fee officers' monthly reports.
6. Canvass election results of Fort Bend L.I.D. #12 bond election.
7. Mr. Donald Kee, President, Fort Bend Bar Assn.: re: request to set up photocopier and clerk in Courthouse law library.
8. Marsha Gaines, Tax Collector, re: approval of refund to Xerox Corp. in the amount of \$3,274.67.
9. Mrs. Kathy Hynson, County Treasurer, re: request to void outstanding checks and adjust ending balances in various funds.
10. Constable Richard Pring, Precinct 4, re: request approval of bond & oath for James Beasley, Reserve Deputy, and request approval of two additional unpaid reserve deputy positions.
11. Consider approval of grant application for funding of Special Crimes Unit for District Attorney's office (\$42,844.22).
12. Consider appointment of directors to the Sienna Plantation Levee Improvement District.
13. Consider approval of interlocal agreement between Fort Bend County and Colorado County for the housing of juveniles.
14. Mr. Robert Myska, President, Fort Bend County Fair Assn., re: request installation of covering over rodeo arena at Fairgrounds.
15. Consider approval of pay request #4 in the amount of \$23,664.50 to The Marton Co. Inc. and architect's fee to Chris DiStefano in the amount of \$402.30 on the Law Enforcement Academy project.
16. Consider approval of invoice in the amount of \$50,000 from Chris DiStefano for schematic drawing phase on new Courthouse Annex.
17. Consider approval of resolution in support of restoring state funding for FFA & Vocational Ag programs.
18. Accept <sup>Handell Dr</sup> Lakeview, Riverview & Frazer <sup>Rd</sup> Roads into the County road maintenance system in Precinct 1.
19. Establish guidelines for granting salary merit increases.
20. Advertise for bids for water wells for Precincts 1 & 3, and for bids on winch for FD-20 tractor.
21. Consider application from Fort Bend Telephone Co. to lay cable under & along Williams School Rd. in Precinct 2.
22. Consider accepting or rejecting bid on sale of excess sand & clay material from the Sanitary Landfill Site on Klauke Rd.
23. Meet in Closed Session to discuss litigation & land matters as authorized by Article 6252-17, Section 2 (e) & (f), V.T.C.S.
- 25. 1:30 p.m. - Open bids for the following: (1) Purchase of 60 dozen inmate coveralls (bid #86-16); (2) Purchase of 1 plain paper copier (bid #86-17); (3) Purchase & installation of carpet (bid #86-18) (4) Printing of 1986 Primary Election ballots (bid #86-19).
- 24. Take action on any items discussed in Closed Session.

CONTINUED

- 26. 1:30 p.m. - Approve plat for Weston Lakes, Sections 5 & 6 in Precinct 4.
- 27. Adjournment.

FILED FOR RECORD  
~~NOT~~ ~~FILED~~ 2:55 PM  
 FEB 20 1986  
*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 Courthouse & glass panels, Courthouse Annex, on Thursday, February 20, 1986 at 3:05 p.m. by D. Lindsey.

BE IT REMEMBERED That on this 24TH day of FEBRUARY, 1986 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOH	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 FEBRUARY 17, 1986:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of February 17, 1986 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 follows:

1ST City to release \$100,000, U.S. Treasury Note,  
receipt #580016, due January 31, 1986

1ST City to pledge \$100,000 U.S. Treasury Note,  
receipt #889816, due January 31, 1988

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

None

5. REVIEW FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Fee Officers' and Non-Fee Officers monthly reports as presented by County Auditor. (Recorded in minutes in full)

6. CANVASS ELECTION RESULTS OF FORT BEND L.I.D. #12 BOND ELECTION:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve the canvass election results of Fort Bend L.I.D.#12 bond election. (Recorded in minutes in full)

FOR - 4  
AGAINST - 0

Election passed

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH 1st City

Release \$ 100,000,

U.S. Treasury Note

Receipt # 580016

Due Date 1/31/86

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS 0030

WITH 1st City

Pledged \$ 100,000,

U.S. Treasury Note

Receipt # 889816

Due Date 1/31/88

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 \_\_\_\_\_

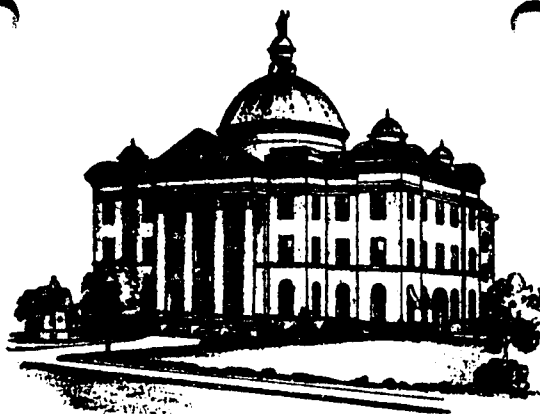
Pledged \$ \_\_\_\_\_,

Receipt # \_\_\_\_\_

Due Date \_\_\_\_\_

0030

JOYCE TOMPKINS



COUNTY AUDITOR

STATE OF TEXAS  
**COUNTY OF FORT BEND**

P. O. DRAWER 549  
 RICHMOND, TEXAS  
 77469

FEBRUARY 24, 1986

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 January 1986. 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, 1986.

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 Jan 1986 be approved as recommended by the County Auditor in her letter of February 24, 1986.

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  
 Hovie 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  
 County Auditor



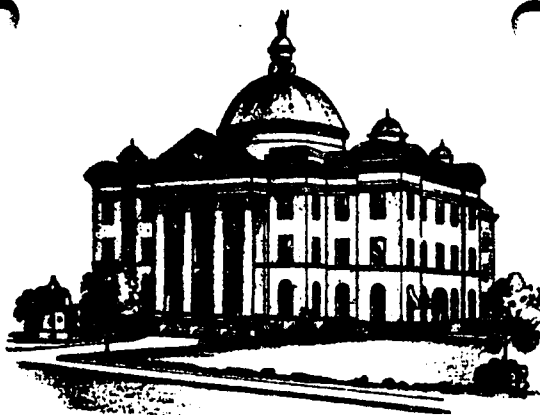
NON-FEE OFFICER'S REPORT  
COMMISSIONERS' COURTJANUARY 1986

CHILD SUPPORT	<u>828.00</u>
HEALTH AND SANITATION	<u>373.00</u>
AMBULANCE	<u>8520.75</u>
ANIMAL CONTROL	<u>2807.00</u>
SANITARY LANDFILL	<u>92,538.85</u>
LIBRARIES	<u>2524.13</u>
INDIGENT CARE	<u>116.00</u>
FAIRGROUNDS	<u>1027.50</u>
ADULT PROBATION (FUND 99)	<u>25,325.10</u>
JUVENILE PROBATION	<u>1135.00</u>
COUNTY ENGINEERING	<u>200.00</u>
BAIL BOND BOARD	<u>-0-</u>
TOTAL FOR THE MONTH	<u><u>135,395.33</u></u>

10868

0030

JOYCE TOMPKINS



COUNTY AUDITOR

STATE OF TEXAS  
**COUNTY OF FORT BEND**

P. O. DRAWER 549  
RICHMOND, TEXAS  
77469

FEBRUARY 24, 1986

Commissioners Court  
Fort Bend County, Texas

Re: Monthly Reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers indentified below for the month of January 1986. 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, 1986.

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 January 1986 be approved as recommended by the County Auditor in her letter of February 24, 1986.

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  
County Auditor

FEE OFFICERS REPORT

COMMISSIONERS COURT

JANUARY 1986

00803

0030

OFFICER	FEEES OF OFFICE TO GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL AMOUNT COLLECTED
County Judge	866.00			866.00
County Clerk Civil 2755.25				
Criminal 4005.50	64,932.00	19,139.00	11,356.50	95,427.50
District Clerk Civil 13,650.00				
Criminal 722.50	25,851.00	1805.00	14,871.05	42,527.05
Tax Collector	58,784.26			58,784.26
District Atty.	2544.06			2544.06
Sheriff Civil 999.95				
Criminal 1768.00	2790.95		14,795.00	17,585.95
J.P.#1 Civil 279.00				
Criminal 19,477.01	21,036.01		5684.95	26,720.96
J.P.#2-1 Civil 302.00				
Criminal 5018.50	6944.50		1248.00	8192.50
J.P.#2-2 Civil 59.00				
Criminal 23,507.00	23,652.00		7081.50	30,733.50
J.P.#3 Civil 339.00				
Criminal 7165.00	10,409.00		1706.00	12,115.00
J.P.#4 Civil 135.00				
Criminal 8912.00	9742.00		2126.00	1168.00
Constable #1	2897.67			2897.67
Constable #2	2975.00			2975.00
Constable #3	7591.37		3303.38	10,894.75
Constable #4	1784.46		280.54	2065.00
<b>TOTAL</b>	<b>242,800.28</b>	<b>20,944.00</b>	<b>62,452.92</b>	<b>326,197.20</b>

\* 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 officers 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'S REPORT  
JANUARY 1986

RECEIVED	DESCRIPTION		AMOUNT
1/3	November 85 beer & liquor fees	Gaines	3930.00
1/3	November 85 beer & liquor comm.	"	349.25
1/6	November 85 interest	Black	361.51
1/14	November 85 comm. tax & MUD certificates	Gaines	130.00
1/15	Jan 86 tax comm. pgs 1, 2, 3	"	1366.05
1/16	Dec 85 tax comm. pgs 1, 2, 3	"	11,842.34
1/22	November comm. tax & MUD certificates	"	496.00
1/27	Dec 85 pg 4 Jan 86 pgs 4, 5, 6 tax comm	"	11,893.36
1/28	Dec 85 pg 5 Jan 86 pgs 7, 8 tax comm	"	12,051.46
1/30	Dec 85 Pg 6 Jan 86 pg 9 tax comm	"	13,674.29
	Titles		2690.00
			58,784.26

CERTIFICATE FOR ORDER  
CANVASSING BOND ELECTION

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §  
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 §

We the undersigned member of the Commissioners Court of Fort Bend County (the "Court") hereby certify as follows:

1. The Court convened in regular session, open to the public on Monday, February 24, 1986 in the Commissioners Court of the Fort Bend County Courthouse, Richmond, Texas, and the roll was called of the members of the Court, to wit:

Jodie Stavinoha County Judge  
Johnny Pustka County Commissioner  
Ben Denham County Commissioner  
Alton Pressley County Commissioner  
Bob Lutts County Commissioner

All members of the Board were present, except the following: thus  
constituting a quorum. Whereupon among other business, the  
following was transacted at such Meeting:

ORDER CANVASSING FOR BOND ELECTION

was duly introduced for the consideration of the Board and read in full. It was then duly moved and seconded that such Order be adopted; and, after due discussion, such motion, carrying with it the adoption of such Order, prevailed and carried by the following votes:

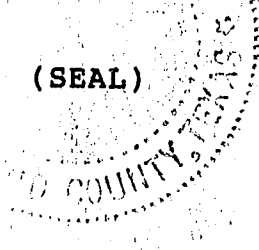
AYES: 4 NOES: \_\_\_\_\_

2. A true, full, and correct copy of the aforesaid Order adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in the Court's minutes of such Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the Court's minutes of such Meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the Court as indicated therein; each of the officers and members of the Court was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of such Meeting, and that such Order would be introduced and considered for adoption at such Meeting and each of such officers and members consented, in advance, to the holding of such Meeting for such purpose; and such Meeting was open to the public, and public notice of the time, place, and purpose of such Meeting was given, all as required by Article 6252-17, Vernon's Texas Civil Statutes, as amended.

SIGNED AND SEALED THIS  
Deanne Wilson  
County Clerk

February 24, 1986  
Jodie E. Stavinoha  
County Judge

(SEAL)



0030

ORDER CANVASSING BOND ELECTION

THE STATE OF TEXAS §  
 COUNTY OF FORT BEND §  
 FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 §

WHEREAS, the Commissioners Court (the "Court") of Fort Bend County (the "County") ordered that an election be held for and within Fort Bend County Levee Improvement District No. 12 (the "District") on Saturday, February 22, 1986, upon the following propositions, to wit:

PROPOSITION

SHALL THE BOARD OF DIRECTORS OF FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 BE AUTHORIZED TO ISSUE AND SELL THE BONDS OF THE DISTRICT IN THE AMOUNT OF \$18,380,000 FOR THE PURPOSE OF THE PURCHASING, ACQUIRING, BUILDING, CONSTRUCTING, COMPLETING, CARRYING OUT, MAINTAINING, PROTECTING, AND IN CASE OF NECESSITY, ADDING TO AND REBUILDING ALL WORKS AND IMPROVEMENTS WITHIN THE DISTRICT NECESSARY OR PROPER TO FULLY ACCOMPLISH A PLAN OF RECLAMATION LAWFULLY ADOPTED BY THE DISTRICT AND APPROVED BY THE TEXAS WATER COMMISSION, WHICH BONDS MAY BE ISSUED IN VARIOUS SERIES OR ISSUES, SHALL MATURE SERIALLY OR OTHERWISE NOT MORE THAN THIRTY (30) YEARS FROM THEIR DATE, AND SHALL BEAR INTEREST AT SUCH RATE OR RATES AS SHALL BE DETERMINED WITHIN THE DISCRETION OF THE BOARD OF DIRECTORS BUT NOT TO EXCEED THE MAXIMUM AUTHORIZED BY LAW AT THE TIME SUCH BONDS ARE ISSUED (IN WHOLE OR ANY PART THEREOF); AND SHALL THE BOARD OF DIRECTORS BE AUTHORIZED TO LEVY AND PLEDGE, AND CAUSE TO BE ASSESSED AND COLLECTED, ANNUAL AD VALOREM TAXES ON ALL TAXABLE PROPERTY IN THE DISTRICT SUFFICIENT, WITHOUT LIMIT TO RATE OR AMOUNT, TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; SAID BONDS TO BE ISSUED AND SAID TAXES TO BE LEVIED, PLEDGED, ASSESSED, AND COLLECTED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INCLUDING THE TEXAS ELECTION CODE, TOGETHER WITH ALL AMENDMENTS AND ADDITIONS THERETO?

WHEREAS, notice of such election, stating the day and place for holding the election, the proposition to be voted on, and the estimate by the Board of the probable cost of the construction and acquisition of and addition to improvements and incidental expenses connected with construction, was given to the qualified voters of the District and all other interested persons by the posting of a copy of the notice at the courthouse door and at four different places in the District by the sheriff or his deputy, said notice being posted for at least the 10-day period immediately preceding the election; and

WHEREAS, the presiding judge at such election has made returns of the results of such election of the Court;

THEREFORE, THE COMMISSIONERS COURT OF FORT BEND COUNTY AFFIRMATIVELY FINDS AND DECLARES THAT:

1. The above-described election was duly and regularly called, notice thereof was given, and such election was conducted on Saturday, February 22, 1986, all in accordance with the Texas Election Code, as amended, Chapter 57 Texas Water Code, as amended, and the Federal Voting Rights Act of 1965, as amended.

2. Only duly qualified resident electors of the District voted at such election.

3. The returns of such election were regularly made to the Court by the presiding judge at such election, as provided by the Texas Election Code, as amended, and Chapter 57, Texas Water Code, as amended.

4. Such election resulted in the following votes for and against the above-quoted propositions:

PROPOSITION

THE ISSUANCE OF BONDS AND THE LEVYING OF TAXES  
TO PAY FOR THE BONDS.

Votes For: 4                      Votes Against: 0

IT IS, THEREFORE, ORDERED AND DECLARED BY THE  
COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

I.

The result of the above-described election is in favor of the proposition submitted at such election and quoted above. The Board is authorized by such election to issue all of such bonds, or any part thereof, upon the terms therein provided.

II.

The County Judge and the County Clerk are authorized to evidence adoption of this Order on behalf of the Court and to do all other things necessary or proper to carry out the intent hereof, including without limitation, the entry of this Order into the minutes of the Court.

\* \* \*

0030

7. MR. DONALD KEE, PRESIDENT, FORT BEND BAR ASSN.: RE: REQUEST TO SET UP PHOTOCOPIER AND CLERK IN COURTHOUSE LAW LIBRARY:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone until March 3, 1986 due to Donald Kee's failure to be present in Court.

8. MARSHA GAINES, TAX COLLECTOR, RE: APPROVAL OF REFUND TO XEROX CORP. IN THE AMOUNT OF \$3,274.67:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve refund to Xerox Corp. in the amount of \$3,274.67. (Recorded in minutes in full)

Marsha Gaines request refund of check to Xerox Corp.

9. MRS. KATHY HYNSON, COUNTY TREASURER, RE: REQUEST TO VOID OUTSTANDING CHECKS AND ADJUST ENDING BALANCES IN VARIOUS FUNDS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to void outstanding checks and place in the following appropriate funds: (Recorded in minutes in full)

FICA RECOVERY	\$ 421.05
FEE OFFICERS FUND	\$ 1,077.62
TAX BLACK 1984	\$ 82.39
REVENUE SHARING EP#15	\$ 20.00
PAYROLL FUND	\$ 26.12
FMLR #1	\$ 1.14
GENERAL FUND	\$ 936.88
TOTAL	\$ 2,565.20

Kathy Hynson request voiding outstanding checks.

10. CONSTABLE RICHARD PRING, PRECINCT 4, RE: REQUEST APPROVAL OF BOND & OATH FOR JAMES BEASLEY, RESERVE DEPUTY, AND REQUEST APPROVAL OF TWO UNPAID RESERVE DEPUTY POSITIONS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting no, it is ordered to approve bond & oath for James Beasley, Reserve Deputy. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve two unpaid reserve deputy position bringing a total to ten positions for Constable #4.

Richard Pring request approval of a reserve deputy and two additional position.

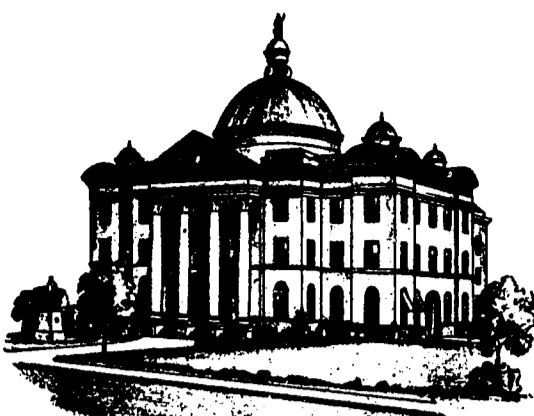
11. CONSIDER APPROVAL OF GRANT APPLICATION FOR FUNDING OF SPECIAL CRIMES :

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve grant application for funding of special crimes at no cost to the county the first year. (Recorded in minutes in full)

Homan Gregory representing the District Attorney's office request approval of the grant.



Marsha P. Gaines



Tax Assessor-Collector

# COUNTY OF FORT BEND

P. O. Box 399  
Richmond, Texas 77469  
(713) 342-3411

February 18, 1986

*approved*

TO: Commissioner's Court  
FROM: Marsha P. Gaines  
RE: Refund Approval

I would like to place the following item on the agenda for the Commissioner's Court meeting to be held Monday morning, February 24, 1986.

Approval of refund to Xerox Corporation, in the amount of \$3,274.67.

This refund was generated when the Central Appraisal District lowered the taxable value of the account after payment had already been received.

Please call me if you have any questions.

Sincerely,

Marsha P. Gaines

MPG:pw

State Property Tax Board  
Tax Refund Application 31.11(4/82)

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County  
Collecting Tax For: Fort Bend County Tax Assessor  
(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: Xerox Corp 15G Taxes Graphic Comm Oper  
Address: Xerox SQ Loc 867 Rochester, NY 14644  
Telephone Number (if additional information is needed): \_\_\_\_\_

IDENTIFICATION OF PROPERTY:

Description of Property: Personal Property Leased Equip. 9800-000-3115-5936000

Address or Location of Property: \_\_\_\_\_  
Account Number of Property 910-9960-24-000-0010 or Tax Receipt Number: 102707

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>1-30 / 19 85</u>	\$ <u>5377.68</u>	\$ <u>3,274.67</u>
2. _____	19 _____	____ / 19 ____	\$ _____	\$ _____
3. _____	19 _____	____ / 19 ____	\$ _____	\$ _____

Taxpayer's reason for refund (attach supporting documentation): \_\_\_\_\_  
VALUE DECREASED

"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."

Lucille Conversi Tax Specialist December 11, 1985  
Signature Date of Application for Tax Refund

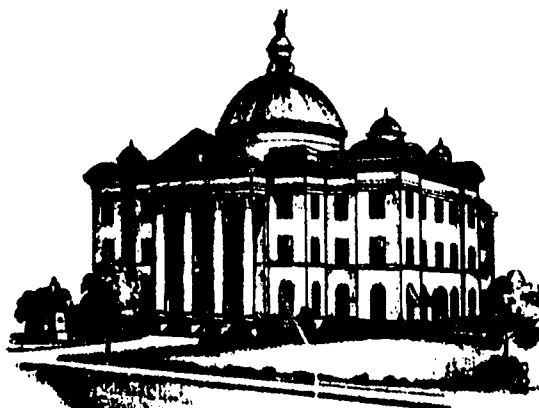
DETERMINATION FOR TAX REFUND: \_\_\_\_\_ Approval \_\_\_\_\_ Disapproval

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.

JOYCE TOMPKINS



COUNTY AUDITOR

STATE OF TEXAS  
**COUNTY OF FORT BEND**

P. O. DRAWER 549  
 RICHMOND, TEXAS  
 77469

DATE: January 16, 1986

TO: Commissioners Court

FROM: Joyce Tompkins, County Auditor *JT*

RE: Tax office refund check to Xerox Corporation

To approve a refund for overpayment of taxes, my tax audit department requires proper documentation from the tax office of such overpayment of taxes. This procedure is followed on a daily basis. With this documentation in hand, I have approved the following tax refund.

<u>ACCT #</u>	<u>PAYEE</u>	<u>AMOUNT</u>
90-0172-7	Xerox Corporation	\$ 3,274.67

0030

PLEASE VOID THE FOLLOWING CHECKS THAT ARE OUTSTANDING ON FORT BEND COUNTY RECORDS DATING BACK TO THE YEAR 1984. TO BE PLACED INTO APPROPRIATE FUNDS.

FICA RECOVERY	421.05
FEE OFFICERS FUND	1,077.62
TAX BLACK 1984	82.39
REVENUE SHARING EP # 15	20.00
PAYROLL FUND	26.12
FMLR #1	1.14
GENERAL FUND	<u>936.88</u>
TOTAL	2,565.20

<b>FEDERAL ASSISTANCE</b>		2. APPLICANT'S APPLICATION IDENTIFIER	3. STATE APPLICATION IDENTIFIER	4. NUMBER	5. NUMBER
1. TYPE OF SUBMISSION (Mark as appropriate box) <input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION		6. DATE Year month day 19 86 02 19	7. DATE ASSIGNED BY STATE	8. DATE ASSIGNED Year month day 19	0030
4. LEGAL APPLICANT/RECIPIENT a. Applicant Name: Fort Bend County b. Organization Unit: District Attorney's Office c. Street/P.O. Box: County Courthouse d. City: Richmond e. County: Fort Bend f. State: Texas g. ZIP Code: 77469 h. Contact Person (Name): Frank Follis i. Telephone No.: (713) 341-4460			5. EMPLOYER IDENTIFICATION NUMBER (EIN) 1-746001969-2		
7. TITLE OF APPLICANT'S PROJECT (Use section IV of the form to provide a summary description of the project) Special Crimes Unit - one assistant district attorney			6. TYPE OF APPLICANT/RECIPIENT a. State <input type="checkbox"/> b. Local <input type="checkbox"/> c. Other <input type="checkbox"/> d. Federal <input type="checkbox"/> e. Non-Profit <input type="checkbox"/> f. Other <input type="checkbox"/> g. Other <input type="checkbox"/> h. Other <input type="checkbox"/> i. Other <input type="checkbox"/> j. Other <input type="checkbox"/> k. Other <input type="checkbox"/> l. Other <input type="checkbox"/> m. Other <input type="checkbox"/> n. Other <input type="checkbox"/> o. Other <input type="checkbox"/> p. Other <input type="checkbox"/> q. Other <input type="checkbox"/> r. Other <input type="checkbox"/> s. Other <input type="checkbox"/> t. Other <input type="checkbox"/> u. Other <input type="checkbox"/> v. Other <input type="checkbox"/> w. Other <input type="checkbox"/> x. 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12. CONSIDER APPOINTMENT OF DIRECTORS TO THE SIENNA PLANTATION LEVEE IMPROVEMENT DISTRICT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to appoint ROBERT L. BRADLEY and reappoint MICHAEL B. O'CONNELL AND FLOYD L. DILLINGER as directors to the Sienna Plantation Levee Improvement District to serve one year term.

13. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND COLORADO COUNTY FOR THE HOUSING OF JUVENILES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Interlocal Agreement between Fort Bend County and Colorado County for the Housing of Juveniles. (Recorded in minutes in full)

14. MR. ROBERT MYSKA, PRESIDENT, FORT BEND COUNTY FAIR ASSN., RE: REQUEST INSTALLATION OF COVERING OVER RODEO ARENA AT FAIRGROUNDS:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to pursue the project to install a cover over the rodeo arena at a cost of \$375,000. Financing to be studied and reported back to the court.

Robert Myska, President of the Fort Bend County Fair Association request covering the rodeo arena at fairgrounds at county expense.

15. CONSIDER APPROVAL OF PAY REQUEST #4 IN THE AMOUNT OF \$23,664.50 TO THE MARTON CO. INC. AND ARCHITECT'S FEE TO CHRIS DISTEFANO IN THE AMOUNT OF \$402.30 ON THE LAW ENFORCEMENT ACADEMY PROJECT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve pay request #4 in the amount of \$23,664.50 to the Marton Co. Inc. and architect's fee to Chris DiStefano in the amount of \$402.30 on the Law Enforcement Academy project. (Recorded in minutes in full)

16. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$50,000 FROM CHRIS DISTEFANO FOR SCHEMATIC DRAWING PHASE ON NEW COURTHOUSE ANNEX:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve invoice in the amount of \$50,000 from Chris DiStefano for schematic drawing phase on new Courthouse Annex. Funds to come from Capitol Projects. (Recorded in minutes in full)

Chris DiStefano discussed the progress of the new courthouse annex.

17. CONSIDER APPROVAL OF RESOLUTION IN SUPPORT OF RESTORING STATE FUNDING FOR FFA & VOCATIONAL AG PROGRAMS:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pressley voting to abstain, it is ordered to approve Resolution in support of restoring state funding for FFA and Vocational AG programs.

18. ACCEPT LAKEVIEW, RIVERVIEW & FRAZER ROADS INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Denham voting no, Commissioner Pressley voting no and Judge Stavinoha voting yes, it is ordered to accept Riverview Dr. and Frazer Dr. into the county road maintenance system in Precinct 1. (Recorded in minutes in full)

THE STATE OF TEXAS :  
 COUNTY OF FORT BEND :

0030

INTERLOCAL AGREEMENT BETWEEN  
 THE COUNTY OF FORT BEND AND  
 THE COUNTY OF COLORADO

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Colorado, hereinafter referred to as "Colorado".

WHEREAS, Colorado desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Colorado has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Colorado 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 Colorado 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 Colorado monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Colorado 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 Colorado, 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 Colorado 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 Colorado (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 Colorado 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 week-ends 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 Colorado 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 juveniles 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

SIGNED this 19 day of Dec, 1985.

THE COUNTY OF Colorado, TEXAS

Art Stank  
 , County Judge

ATTEST:

Annie Louise Frantz

, County Clerk

SIGNED this 24<sup>th</sup> day of February, 1986.

THE COUNTY OF FORT BEND, TEXAS

Judge E. Stavinola  
Fort Bend, County Judge

ATTEST:

Janne Wilson

Fort Bend, County Clerk





# APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

(Instructions on reverse side) PAGE ONE OF PAGES

APPLICATION NO: 4  
 PERIOD TO: 2-17-86  
 ARCHITECT'S PROJECT NO:  
 CONTRACT DATE: 10-18-85

TO (OWNER): Ft. Bend County Commission  
 P. O. Box 368  
 Richmond, TX 77469

PROJECT: Fort Bend Law Enforcement Academy  
 Richmond, TX

FROM (CONTRACTOR): The Marton Co., Inc.  
 8234 Braniff  
 Houston, TX 77061

VIA (ARCHITECT): Christopher Di Stefano  
 2500 City West Blvd.  
 Suite 2010  
 Houston, TX 77042

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
ONE	2-10-85	685.00	
TOTALS		685.00	
Net change by Change Orders		+685.00	

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.

By: *[Signature]* Date: 2-17-86

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 ..... \$ 685.00
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 171,235.00
4. TOTAL COMPLETED & STORED TO DATE ..... \$ 171,235.00  
(Column G on G703)
5. RETAINAGE:
  - a. 5% of Completed Work \$ 8,561.75  
(Column D + E on G703)
  - b. % of Stored Material \$ -0-  
(Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... \$ 8,561.75
6. TOTAL EARNED LESS RETAINAGE ..... \$ 162,673.25  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR RECEIVED PAYMENT (Line 6 from prior Certificate) ..... \$ 139,008.75
8. CURRENT PAYMENT DUE ..... \$ 23,664.50
9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$ 8,561.75  
(Line 3 less Line 6)

State of: Texas County of: Harris  
 Subscribed and sworn to before me this 17th day of Feb. 1986  
 Notary Public: Pamela L. Haag  
 My Commission expires: 8-21-89 *[Signature]*

## 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.

AMOUNT CERTIFIED ..... \$ 23,664.50  
 (Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: *[Signature]* Date: 2-18-86  
 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 2 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: 4

APPLICATION DATE: 2-17-86

PERIOD TO: 2-17-86

ARCHITECT'S PROJECT NO: Ft. Bend Law Enforcement Academy

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G - C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
	CHANGE ORDER #1	685.00	-0-	685.00	685.00	-0-	685.00	100%	-0-	34.25
	CONCRETE	\$ 6,500.00	6,500.00	-0-	-0-	-0-	6,500.00	100%	-0-	325.00
	MISC. METALS	\$ 1,800.00	1,800.00	-0-	-0-	-0-	1,800.00	100%	-0-	90.00
	ROUGH CARPENTRY	\$ 1,100.00	1,100.00	-0-	-0-	-0-	1,100.00	100%	-0-	55.00
	FINISH CARPENTRY	\$ 5,400.00	2,700.00	2,700.00	-0-	-0-	5,400.00	100%	-0-	270.00
	WOOD DOORS	\$ 6,200.00	6,200.00	-0-	-0-	-0-	6,200.00	100%	-0-	310.00
	ALUMINUM WORK	\$ 2,100.00	2,100.00	-0-	-0-	-0-	2,100.00	100%	-0-	105.00
	GLASS & GLAZING	\$ 5,500.00	5,500.00	-0-	-0-	-0-	5,500.00	100%	-0-	275.00
	FINISH HARDWARE	\$ 3,300.00	3,300.00	-0-	-0-	-0-	3,300.00	100%	-0-	165.00
	GYPSUM DRYWALL	\$24,600.00	24,600.00	-0-	-0-	-0-	24,600.00	100%	-0-	1,230.00
	PAINTING, VWC, ETC	\$ 9,000.00	8,100.00	900.00	900.00	-0-	9,000.00	100%	-0-	450.00
	ACUSTICAL CEILINGS	\$ 7,400.00	7,400.00	-0-	-0-	-0-	7,400.00	100%	-0-	370.00
	CERAMIC TILE	\$ 4,900.00	4,900.00	-0-	-0-	-0-	4,900.00	100%	-0-	245.00
	CARPET, VCT, BASE	\$ 7,500.00	-0-	7,500.00	7,500.00	-0-	7,500.00	100%	-0-	375.00
	TOILET PARTITIONS	\$ 2,500.00	2,500.00	-0-	-0-	-0-	2,500.00	100%	-0-	125.00
	MOVABLE PARTITION	\$ 6,500.00	6,500.00	-0-	-0-	-0-	6,500.00	100%	-0-	325.00
	CHALK & TACK BOARDS	\$ 2,000.00	2,000.00	-0-	-0-	-0-	2,000.00	100%	-0-	100.00
	PLUMBING	\$22,240.00	20,016.00	2,224.00	2,224.00	-0-	22,240.00	100%	-0-	1,112.00
	HVAC	\$24,055.00	21,649.50	2,405.50	2,405.50	-0-	24,055.00	100%	-0-	1,202.75
	ELECTRICAL	\$27,955.00	25,159.50	2,795.50	2,795.50	-0-	27,955.00	100%	-0-	1,397.75
		171,235.00	152,025.00	19,210.00	19,210.00	-0-	171,235.00	100	-0-	8,561.75

0030

INVOICE FOR COURT AGENDA MONDAY, MARCH 3, 1986

TO: Hon. Jodie Stavinoha, County Judge  
Ft. Bend County Commissioners Court  
P.O. Box 368  
Richmond, Texas 77469

FROM: CHRISTOPHER DI STEFANO & ASSOCIATES, INC.  
2500 CityWest Blvd., Suite 2010  
Houston, Texas 77042

DATE: February 20, 1986

RE: ARCHITECTURAL SERVICES

PROJECT: FORT BEND COUNTY COURTHOUSE ANNEX II

Estimated construction cost: \$7,300,000  
Architect's fee @ 7%: \$511,000 \*

Per Agreement, 15% of fee due at Schematic Design

(511,000 x 15%) = \$76,650

ARCHITECT REQUEST FOR PAYMENT AT THIS TIME: \$50,000

\* To be adjusted when actual construction cost is determined at Bid Phase

*Chris Di Stefano*  
CHRIS DI STEFANO, AIA

cc: Kathy Hynson, County Treasurer

RESOLUTION

WHEREAS, the Future Farmers and Vocational Agriculture program in Texas schools have proven to be valuable and constructive over many years; and

WHEREAS, well-meaning school reforms, passed in 1984, have been used as an excuse to bring Vocational Agriculture and its companion program, Future Farmers of America, to a point where many of their activities face reduction or curtailment statewide; and

WHEREAS, Vocational Agriculture and Future Farmers of America are worth the effort to save because of their intrinsic value to the rural and urban education process; and

WHEREAS, Texas Agriculture Commissioner Jim Hightower and other leaders in Texas government and the private sector have initiated a plan to restore funding to the now non-existent Vo-Ag field staff operations; and

WHEREAS, the plan to restore field staff positions would only replace six of the fifteen lost positions at a cost of less than \$200,000 per year to the State of Texas;

THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Fort Bend is sympathetic to the plight of Vocational Agriculture; and

BE IT FURTHER RESOLVED that this Commissioners Court of the County of Fort Bend on this day, FEBRUARY 24, 1986, wholeheartedly endorses and adopts this resolution.

FORT BEND COUNTY COMMISSIONERS COURT

BY: Jodie E. Stavinoha  
JODIE E. STAVINOHA, COUNTY JUDGE



Dianne Wilson  
DIANNE WILSON, COUNTY CLERK

#18

00827

## CHARLIE KALKOMEY SURVEYING, INC.

1702 WALGER STREET  
ROSENBERG, TEXAS 77471

0030

CHARLIE KALKOMEY  
REGISTERED PUBLIC SURVEYORRiver ViewOFFICE: PHONE 342-2033  
HOME: PHONE 232-2205

FIELD NOTES FOR THE CENTERLINE DESCRIPTION OF A 60 FOOT WIDE ROAD OVER, THROUGH AND ACROSS A PART OF A 230.215 ACRE TRACT BEING OF RECORD IN VOLUME 32, PAGE 233, DEED RECORDS, FORT BEND COUNTY, TEXAS AND BEING IN THE KNIGHT AND WHITE LABOR, ABSTRACT 47, FORT BEND COUNTY, TEXAS.

BEGINNING at a point on the centerline of an existing 60 foot wide road for the Place of Beginning of the herein described centerline, said point bears North 18 degrees 59 minutes 57 seconds West, 3041.72 feet from a 4 inch Iron Pipe found at the Southeast corner of the Knight and White Labor, Abstract 47;

THENCE South 70 degrees 08 minutes 23 seconds West along the herein described centerline, 300 feet to an Iron Pipe set at the beginning of a curve to the left;

THENCE around said curve to the left with a central angle of 43 degrees 04 minutes 20 seconds, a radius of 253.4 feet, a tangent of 100 feet and an arc length of 190.49 feet to an Iron Pipe set at the tangency of said curve;

THENCE South 27 degrees 04 minutes 03 seconds West along the herein described centerline 1147.22 feet to an Iron Pipe set at the beginning of a curve to the left;

THENCE around said curve to the left with a central angle of 27 degrees 12 minutes 53 seconds, a radius of 413.13 feet, a tangent of 100 feet and an arc length of 196.23 feet to an Iron Pipe set at the tangency of said curve;

THENCE South 00 degrees 08 minutes 30 seconds East, 170 feet to an Iron Pipe set at the beginning of a curve to the right;

THENCE around said curve to the right with a central angle of 90 degrees, a radius of 100 feet, at 17.4 feet pass the centerline intersecting point of a 60 foot wide road bearing South 58 degrees 51 minutes 11 seconds East and continuing for a total distance along the arc of said curve, 157.08 feet to an Iron Pipe set at the tangency of said curve;

THENCE South 89 degrees 51 minutes 30 seconds West along the herein described centerline, 72.63 feet to an Iron Pipe set for the radius point of a 50 foot radius cul-de-sac for the termination of the herein described centerline and containing 3.17 Acres of land.

Charlie Kalkomey, RPS  
No. 1399  
December 14, 1977

00828

0030

CHARLIE KALKOMEY SURVEYING, INC.

1702 WALGER STREET  
ROSENBERG, TEXAS 77471

CHARLIE KALKOMEY  
REGISTERED PUBLIC SURVEYOR

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

*FRANZ DK*

FIELD NOTES FOR THE CENTERLINE OF A 60 FOOT WIDE ROAD BEING A PART OF A 230.215 ACRE TRACT OF LAND BEING OF RECORD IN VOLUME 32, PAGE 233, DEED RECORDS, FORT BEND COUNTY, TEXAS, AND BEING IN THE KNIGHT AND WHITE LABOR, ABSTRACT 47, FORT BEND COUNTY, TEXAS.

COMMENCING at a 4 inch Iron Pipe found at the Southeast corner of the Knight and White Labor, Abstract 47;

THENCE South 89 degrees 02 minutes 30 seconds West along the Southerly line of said 230.215 Acre Tract, same being the Southerly line of the Knight and White Labor, Abstract 47, 910.80 feet to a point in the centerline of a 60 foot wide road;

THENCE North 40 degrees West along the centerline of said 60 foot wide road, 138.86 feet to a point at the Point of Curvature of a curve to the right;

THENCE around said curve to the right having a central angle of 39 degrees 51 minutes 30 seconds and a radius of 200 feet, 139.13 feet to the Point of Tangency of said curve;

THENCE North 00 degrees 08 minutes 30 seconds West continuing along the centerline of said 60 foot wide road, 1823.28 feet to an angle point on said line;

THENCE North 04 degrees 14 minutes East continuing along the centerline of said 60 foot wide road, 531.96 feet to the Place of Beginning of the herein described centerline;

THENCE North 89 degrees 51 minutes 30 seconds East along the herein described centerline, 300 feet to the Point of Curvature of a curve to the right;

THENCE around said curve to the right having a central angle of 51 degrees 34 minutes 36 seconds and a radius of 206.97 feet, 186.31 feet to the Point of Tangency of said curve;

THENCE South 38 degrees 33 minutes 54 seconds East, 40 feet to the center of a cul de sac having a radius of 50 feet for the Place of Termination of the herein described centerline.

*Charlie Kalkomey*

Charlie Kalkomey, RPS  
No. 1399  
August 30, 1979

19. ESTABLISH GUIDELINES FOR GRANTING SALARY MERIT INCREASES:

Discussed establishing guidelines on salary merit increases.

No Court action.

20. ADVERTISE FOR BIDS FOR WATER WELLS FOR PRECINCTS 1 & 3, AND FOR BIDS ON WINCH FOR FD-20 TRACTOR:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for water wells for Precinct 1 & 3.

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for new or used winch for FD-20 tractor for Drainage District.

21. CONSIDER APPLICATION FROM FORT BEND TELEPHONE CO. TO LAY CABLE UNDER AND ALONG WILLIAMS SCHOOL RD. IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Fort Bend Telephone Co. to lay cable under and along Williams School Rd. in Precinct 2. (Recorded in minutes in full)

22. CONSIDER ACCEPTING OR REJECTING BID ON SALE OF EXCESS SAND & CLAY MATERIAL FROM THE SANITARY LANDFILL SITE ON KLAUKE RD.:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to reject all bids and readvertise to sale excess sand & clay material at Landfill on Klauke Rd. (Recorded in minutes in full)

23. 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.

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

No action taken.

25. 1:30 P.M. - OPEN BIDS FOR THE FOLLOWING: (1) PURCHASE OF 60 DOZEN INMATE COVERALLS (BID #86-16); (2) PURCHASE OF 1 PLAIN PAPER COPIER (BID #86-17); (3) PURCHASE & INSTALLATION OF CARPET (BID #86-18) (4) PRINTING OF 1986 PRIMARY ELECTION BALLOTS (BID #86-19):

Open bids for purchase of 60 dozen inmate coveralls :

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

A) WERNICK & ASSOC.

Open bids for purchase of 1 plain paper copier :

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

A) GLOBAL SERVICES  
B) IBM  
C) PITNEY BOWES



0030

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 24th day of February, 19 86, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Company dated February 19, 1986, permit no. 80728 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 17th day of May, 1982, 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 Stanley L. Kuchak  
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.

picked up 2/26/86



00832

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. 2  
PERMIT NO. 80728

Formal notice is hereby given that Fort Bend Telephone Company, proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, 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
William School Rd.	721' southwest of Baker	63'	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
William School Rd.	373' southwest of Baker	969' southwest	596'

General Description

Beginning at a point approximately 373 feet southwest of the northern intersection of William School Road and Baker Road. Thence, going approximately 596 feet in a southwesterly direction, at 8 feet from the ROW line. Also, boring under William School Road 721 feet southwest of Baker 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 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: Fort Bend Telephone Co.  
AGENT and/or OWNER  
(accessible 24 hrs/day, 7 days/week:

Mike Smerek  
(Signature)

NAME & TITLE Mike Smerek Engineer  
(Please Print)

DATE: February 19, 1986  
ADDRESS P. O. Box 1127  
(Street/P.O. Box)

Rosenberg, TX 77471  
City State Zip  
TELEPHONE NO: 342-4651

22

SALE OF EXCESS SOIL FROM THE SANITARY LANDFILL SITE ON KLAUKE ROAD

COMPANY

SCHRAMME  
CONSTRUCTION

BID PRICE

\$.50 CU.YD.

REMARKS

DOES NOT MEET SPECIFICATIONS: Bidder cannot guarantee  
to remove 100 cu. yds. per day.

00833

0030

00634

25  
1)

BID ITEM: PURCHASE OF SIXTY (60) DOZEN INMATE COVERALLS

BID NUMBER: 86-16

0030

VENDORS NOTIFIED BY LETTER

COMPANY

SUBMITTED

ACE INDUSTRIAL RENTAL UNIFORM CO.

ADMIRAL UNIFORM RENTALS

ARROW UNIFORM RENTALS

BEST UNIFORM SUPPLY CO.

BLAIR INDUSTRIAL UNIFORM

BURKE UNIFORMS

DICKIES WORK CLOTHES RENTAL SERVICE

FACTORY SALES UNIFORM CO.

MARTINS UNIFORMS

PERTEX TEXTILE PRODUCTS, INC.

SIRS UNIFORM

SERVISCO

THE GLOVE CO.

TEXAS INDUSTRIAL SERVICES

WERNICK & ASSOC.

No BID

No BID

No BID

✓

00835<sup>25</sup>  
2)

BID ITEM: PURCHASE OF ONE (1) PLAIN PAPER COPIER

0030

BID NUMBER: 86-17

VENDORS NOTIFIED BY LETTER

COMPANY

SUBMITTED

ALLSTATE COPY SYSTEMS, INC.

COPIER SPECIALISTS

DEAN WILLIAMS BUSINESS SYSTEMS

GLOBAL SERVICES

IBM

LANIER 3M

MARKLIN CORPORATION

PITNEY BOWES

SAVIN CORP.

SOUTHWEST COPIERS, INC.

XEROX

XEROX CORP

ZENO SYSTEMS

	✓
	✓
	✓

Open bids for purchase & installation of carpet :

0030

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

- A) CARPETS N'MORE
- B) TEXAS WHOLESALE CARPET
- C) CARPET RESOURCES
- D) STARCARPET
- E) ROSENBERG CARPET
- F) INTERIOR FASHIONS

Open bids for printing of 1986 Primary Election ballots:

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

- A) HARTGRAPHICS

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and and unanimously carried, with Commissioner Pressley absent for vote, Commissioner Denham absent for vote and Judge Stavinoha voting yes, it is ordered to award bid to HARTGRAPHICS for election ballots in the amount of \$14,025.00 for 1986 Primary Election.

26. 1:30 P.M. - APPROVE PLAT FOR WESTON LAKES, SECTIONS 5 & 6 IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, with Commissioner Pressley absent for vote, Commissioner Denham absent for vote and Judge Stavinoha voting yes, it is ordered to approve plat for Weston Lakes, Sections 5 in Precinct 4. Plat, Tax Statement and Letter of Credit were presented to Commissioner's Court. (Recorded in minutes in full)

Weston Lakes, Section 6 in Precinct 4 was postponed.

Carlos Cotton representing developer was present in Court.

27. ADJOURNMENT:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, with Commissioner Pressley and Commissioner Denham absent for vote and Judge Stavinoha voting yes, it is ordered that Commissioners' Court be adjourned at 2:00 p.m., Monday, February 24, 1986.

BID ITEM: PURCHASE AND INSTALLATION OF CARPET

BID NUMBER: 86-18

0030

VENDORS NOTIFIED BY LETTER

COMPANY	SUBMITTED
BEARD'S CARPET & FLOOR CO.	
CARPETS N' MORE	✓
CARPET WORLD, INC.	
DON DIAL	
FORT BEND CARPET CO., INC.	
MOFFETT'S CARPET	
SIMMONS CARPET	
SHERWIN-WILLIAMS CO.	
TEXAS WHOLESALE CARPET	✓
CARPET RESOURCES	✓
STARCARPET	✓
<i>Rosenberg Carpet</i>	✓
<i>Interior Fashions</i>	✓



00838

Printed 1930

25  
41

BID ITEM: PRINTING OF 1986 PRIMARY ELECTION BALLOTS

0030 BID NUMBER: 86-19

VENDORS NOTIFIED BY LETTER

COMPANY

SUBMITTED

CLARK & COURTS

CURTIS 1000

HARTGRAPHICS

STAFFORD-LAUDON

*Laudon*

STANDARD PRINTING AND LITHOGRAPHING CO.

WALRAVEN

✓ 14,025.00
No Bid
No Bid

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON MARCH 11, 19 86.

STARTING WITH  
FILM CODE NO. VOL. 30 PG.551

ENDING WITH  
FILM CODE NO. VOL.30 PG.838

DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

BY Alice Arnette  
DEPUTY



FILM TITLE PAGE FOR  
COMMISSIONERS COURT MINUTES  
FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN  
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 13  
DAY OF MAY, 1986.  
STARTING WITH VOLUME NUMBER 30 PAGE NUMBER 839.

DIANNE WILSON, COUNTY CLERK  
FORT BEND COUNTY, TEXAS

BY Alice Arivette  
DEPUTY

AGENDA  
 FORT BEND COUNTY COMMISSIONERS COURT  
 COURTHOUSE ANNEX, RICHMOND, TEXAS  
 REGULAR SESSION  
 MONDAY, MARCH 3, 1986  
 9:00 O'CLOCK A.M.

1. Approve minutes of meeting of February 24, 1986.
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: (1) request fund allocation from Permanent Improvements for construction of parking lot at Fort Bend County Law Enforcement Academy, (2) request to advertise for bids for groceries for jail inmates; bids to extend to December 31, 1986 (funds available), and (3) request to advertise for bids for the antenna tower work and relocation of radio equipment for Sheriff Dept. (funds available).
6. Mr. Donald Kee, President, Fort Bend Bar Assn., re: request to set up photocopier and clerk in Courthouse law library.
7. Consider extension of lease agreement for office of Justice of the Peace, Precinct 2, Place 1.
8. Designate absentee polling place(s) and location to hold central count for May 3rd Primary & Run-off Elections.
9. Accept Yandell Drive into the County road maintenance system in Prct. 1.
10. Consider approval of invoices in the amount of \$41,410.22 to Drymalla Construction Co. for Precinct 3 maintenance facility.
11. Consider approval of interlocal agreement(s) between Fort Bend County and cities within the County.
12. Consider replacement on Appeals Board of the Job Classification & Wage Compensation Program.
13. Consider application from the City of Rosenberg to lay a water line along North side of Bryan Road in Precinct 1.
14. Consider accepting bids for the following: (1) purchase of 60 dozen inmate coveralls (2) purchase of plain paper copier and (3) purchase and installation of carpet.
15. Consider advertising for bids for tractors; shredders; boom mowers with and without trade-in; and rental of work clothing for employees of Fort Bend County.
16. Consider application from Fort Bend Telephone Co. to lay cable along Padon Road in Precinct 2.
17. Meet in Closed Session to discuss land and personnel matters as authorized by Article 6252-17, Section 2 (f) & (g), V.T.C.S.
18. Take action on any items discussed in Closed Session.
19. 1:30 p.m. - Approve plats for the following: (1) Corrected plat for Shady Oaks Subdivision, Section 2, Precinct 1; (2) Weston Lakes, Section 6, Precinct 4; and (3) Bradford on the Bend, Section 1, Prct. 4.
20. Approve bills.
21. Adjournment.

FILED FOR RECORD  
 FEB 27 1986  
 3:40 PM

*Jodie E. Stavinocha*  
 County Clerk, Fort Bend Co., Tex. *Jodie E. Stavinocha*, County Judge

I certify that the above agenda was posted on the bulletin board, County Courthouse & glass panels, Courthouse Annex, Richmond, Texas on Thursday, February 27, 1986 at 3:50 p.m. by D. Landry.

## REGULAR SESSION

BE IT REMEMBERED That on this 3RD day of MARCH, 1986 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 Court in reference to Judge Gary Frederickson having completed a twenty hour course in the duties of the office of Justice of the Peace, Precinct 2, Place 2.

1. APPROVE MINUTES OF MEETING OF FEBRUARY 24, 1986:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to approve minutes of February 24, 1986.

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 follows:

Texas Capital to release \$250,000, Travis Co. perm. jail, receipt #89438RC2, due September 1, 1997

Texas Capital to release \$250,000, W. Texas Mun.Wtr. Dist. receipt #662837QG1, due September 1, 1987

Texas Capital to release \$250,000, Ft. Worth Tx. GP. receipt #349424U90, due March 1, 1988

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve out-of-town travel requests for the following County personnel:

COUNTY JUDGE  
COUNTY CLERK  
DISTRICT CLERK  
ANIMAL CONTROL

TEXAS JUSTICE COURT TRAINING CENTER

SOUTHWEST TEXAS STATE UNIVERSITY  
San Marcos, Texas 78666  
(512) 245-2349

0030

February 19, 1986

Hon. Jodie E. Stavinoha  
Fort Bend County  
Courthouse  
Richmond, Texas 77469

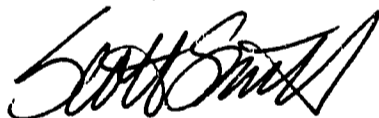
Dear Judge Stavinoha:

During the week of February 11-14, 1986, Judge Gary Frederickson 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

0030

FORT BEND COUNTY

CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Texas Capital

Release \$ 250,000,

Trans Co Perm jail

Receipt # 89438RC2

Due Date 9/1/97

FORT BEND COUNTY

CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Texas Capital

Release \$ 250,000,

W. Tex Mun Wtr Dist

Receipt # 662837Q41

Due Date ~~25~~ 9/1/87

FORT BEND COUNTY

CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS

WITH Texas Capital

Release \$ 250,000

Ft. Worth Tx GP.

Receipt # 349424U90

Due Date 3/1/89

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 \_\_\_\_\_

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 \_\_\_\_\_

COUNTY OF FORT BEND

00843

Travel Authorization

TO: COMMISSIONERS' COURT

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

DiAnne Wilson  
~~Pauline Randolph~~  
Glenda Percit

Period: Date of Departure April 23  
Date of Return April 25  
Purpose of Trip: Probate Workshop

Places to be Visited: Tyler

Mode of Transportation  
(State whether by personal auto, airline, etc.) personal auto  
DiAnne Wilson  
Name  
County Clerk  
Title  
3/26/86  
Date

\*\*\*\*\*

Approved: Commissioners' Court  
J. Stinson  
County Judge  
3/3/86  
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:

Cindi Reeves - Animal Control Supervisor
Ann Dubay - Animal Control Asst. Supervisor

Period: Date of Departure Wednesday May 21, 1986
Date of Return Sunday May 25, 1986
Purpose of Trip: 1986 National Animal Control Association Conference

Places to be Visited: Jefferson Parish Animal Shelter

Mode of Transportation (State whether by personal auto, airline, etc.) AC unit #5

FUNDS ARE AVAILABLE!

Cindi Reeves Name
Supervisor Title
2-25-86 Date

Approved: Commissioners' Court

[Signature] County Judge
3-3-86 Date

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Jodie E. Stavinoha

Period: Date of Departure March 12, 1986

Date of Return March 14, 1986

Purpose of Trip: State Health Dept., Resource & Recovery Committee Meeting

Places to be Visited: Austin, Texas

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

J. Stavinoha  
Name

2-27-86  
Date

COUNTY JUDGE  
Title

Approved: Commissioners' Court

J. Stavinoha  
County Judge

3-3-86  
Date

00846

0030

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 June 16, 1986

Date of Return June 20, 1986

Purpose of Trip: County & District Clerks Conference  
(Annual Seminar) (Budgeted)

Places to be Visited: Brownsville, Texas

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

Irene Weagy  
Name

2-27-86  
Date

District Clerk  
Title

\*\*\*\*\*

Approved: Commissioners' Court  
[Signature]  
County Judge

3-3-86  
Date

5. SHERIFF GUS GEORGE, RE: (1) REQUEST FUND ALLOCATION FROM PERMANENT IMPROVEMENTS FOR CONSTRUCTION OF PARKING LOT AT FORT BEND COUNTY LAW ENFORCEMENT ACADEMY, (2) REQUEST TO ADVERTISE FOR BIDS FOR GROCERIES FOR JAIL INMATES: BIDS TO EXTEND TO DECEMBER 31, 1986 (FUNDS AVAILABLE), AND (3) REQUEST TO ADVERTISE FOR BIDS FOR THE ANTENNA TOWER WORK AND RELOCATION OF RADIO EQUIPMENT FOR SHERIFF DEPT. (FUNDS AVAILABLE):

Sheriff Gus George request fund allocation from Permanent Improvements for construction of parking lot at Fort Bend County Law Enforcement Academy:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve \$7,000.00 from Permanent Improvements for construction of parking lot at Fort Bend County Law Enforcement Academy.

Sheriff George request funds for a parking lot.

Sheriff Gus George request to advertise for bids for groceries for jail inmates; bids to extend to December 31, 1986:

Moved by Commissioner Pressley, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for groceries for jail inmates and extend current bid to December 31, 1986.

Sheriff Gus George request to advertise for bids for the antenna tower work and relocation of radio equipment for Sheriff Dept.:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for bids for the antenna tower work and relocation of radio equipment for Sheriff's Dept.

6. MR. DONALD KEE, PRESIDENT, FORT BEND BAR ASSN., RE: REQUEST TO SET UP PHOTOCOPIER AND CLERK IN COURTHOUSE LAW LIBRARY:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to allow Fort Bend Bar Association to place a coin operated copier and a part time clerk (less than 30 hrs. per week) in the law library. Funds to come from the law library fund.

Donald Kee, President, Fort Bend Bar Association request placing a copier and clerk in the law library.

7. CONSIDER, EXTENSION OF LEASE AGREEMENT FOR OFFICE OF JUSTICE OF THE PEACE, PRECINCT 2, PLACE 1:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve extension of lease for office of Justice of the Peace, Precinct 2, Place 1, between Tescorp Partners and Fort Bend County. (Recorded in minutes in full)

8. DESIGNATE ABSENTEE POLLING PLACE(S) AND LOCATION TO HOLD CENTRAL COUNT FOR MAY 3RD PRIMARY & RUN-OFF ELECTIONS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve 2 clerks per party for main absentee polling place at \$4.00 per hour. Main absentee polling place to be at the Courthouse Annex; Absentee by mail to be at the County Clerk's Office and central counting station to be at the main library if phones are available.

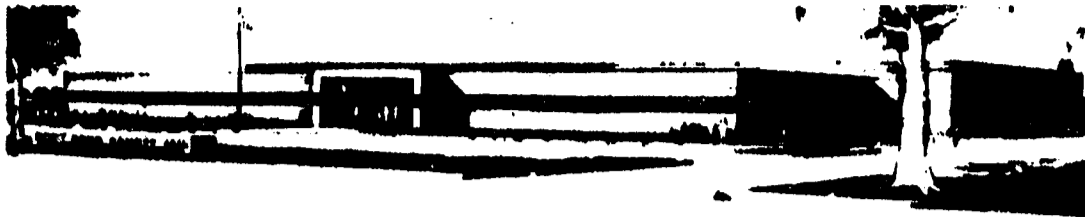
Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to AMEND previous motion to include a east end temporary absentee polling place. Location to be determined at a later date.

00848

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STATE OF TEXAS COUNTY OF FORT BEND

0030



715/342-6116

GUS GEORGE, SHERIFF  
1410 Ransom Road  
Richmond, Texas 77469

February 27, 1986

- 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 placed on the Commissioners' Court Agenda for Monday, March 3, 1986.

Request funds be allocated from the Permanent Improvement Budget for construction of a parking lot at the Fort Bend County Law Enforcement Academy. Materials required include base material, culverts and asphalt for paving. Approximate cost will be \$7,000.00

Your favorable consideration of this request will be appreciated.

Sincerely,

Gus George  
Sheriff

GG/en

- cc: Mrs. Dianne Wilson  
County Clerk
- Mrs. Joyce Tompkins  
County Auditor
- Mrs. Kathy Hynson  
County Treasurer

THE STATE OF TEXAS     §  
COUNTY OF FORT BEND   §

LEASE RENEWAL AGREEMENT

TESCORP PARTNERS I, a Texas corporation, hereinafter referred to as "Lessor", for and inconsideration of the agreements of Fort Bend County, hereinafter referred to as "Lessee", hereby leases to Lessee, and Lessee hereby leases from Lessor, certain premises located at 4169 Highway 521, Fresno, Fort Bend County, Texas, more specifically described on the lease agreement executed by the parties on the 22nd day of January, 1985, a copy of which is attached hereto and made a part hereof for all purposes.

WHEREAS, a Lease Agreement was executed by and between the parties herein on January 22, 1985, for a term of one year beginning January 1, 1985, and ending December 31, 1985; and

Whereas, the parties hereto desire to renew and extend the current lease for one additional year; and

WHEREAS, it is the desire of the parties hereto by the execution of this document to renew and extend the current Lease Agreement between FORT BEND COUNTY and TESCORP PARTNERS, I for a period ending December 31, 1986.

NOW THEREFORE, in consideration of the mutual understandings and covenants set forth herein:

Lessee agrees to pay rent for the said premises in the sum of Six Hundred and Fifty Dollars (\$650.00) per month, payable on the first day of each month during the term of the Lease, and Lessor agrees to lease said premises at the stated amount.

It is agreed and understood between the parties that all the terms in the attached Lease Agreement are incorporated herein and made a part hereof for all purposes and are in full force and effect. It is further understood and agreed between the parties that in addition to the terms in the said Lease Agreement, the following term is in addition to and incorporated in said Agreement, to-wit:

The terms of this Lease Agreement are for one year and terminating on the 31st day of December, 1986, provided however, in the event that Fort Bend County, Texas, acquires or builds a Fort Bend County Annex wherein the offices of the Justice of the Peace, Precinct No. 2, Place 1, may be relocated during the term of this lease, this lease may be terminated at any time thereafter, upon Ninety (90) days written notice to the Lessor at no further penalty to Lessee.

EXECUTED THIS 25 day of February 1986.

TESCORP PARTNERS, I

By: [Signature]

Title: PARTNER

"Lessor"

FORT BEND COUNTY

By: \_\_\_\_\_

Title: \_\_\_\_\_

"Lessee"

LEASE AGREEMENT

0030

TESCORP, INC., a Texas corporation, ("Lessor") for and in consideration of the agreements of FORT BEND COUNTY, ("Lessee") hereby leases to Lessee, and Lessee hereby leases from Lessor, certain premises located at 4169 Highway 521, Fresno, Fort Bend County, Texas 77545, more specifically described in Exhibit "A", attached hereto and made a part hereof for all purposes. The leased premises ("Premises") are depicted in Exhibit "B", which is attached hereto and incorporated by reference. The Premises are the office spaces numbered 4, 2 & 3 and the space labeled V X X X X X NONEX on Exhibit "B". This Lease is for a term of one (1) year beginning JANUARY 1, 1985 and ending December 31, 1985.

A. Agreements of Lessee. Lessee, in consideration of said leasing, agrees:

1. To pay rent for the Premises of the sum of SIX HUNDRED FIFTY DOLLARS (\$650.00) per month, payable on the first day of each month during the term of the Lease.
2. To pay all charges for telephone services supplied to or on any part of the Premises.
3. To pay all reasonable costs, attorneys' fees, and expenses that shall be made and incurred by Lessor in enforcing the agreements of this Lease.
4. To use and occupy the Premises for business purposes only, and for no other object or purpose without written consent of Lessor, and to not use premises for any unlawful purpose or purpose deemed extra hazardous.
5. To permit Lessor and his agents to enter on the Premises or any part hereof at all reasonable hours, for purpose of examining or exhibiting same or making such repairs or alterations as may be necessary for safety or preservation thereof.
6. Not to assign this Lease nor sublet the Premises or any portion thereof without written consent of Lessor.
7. Not to make any contract for construction, repair, or improvement on, in, or to Premises, or any part thereof, or for any work to be done or materials to be furnished on or to Premises, or any part thereof, without



0030

providing in such contract or agreement that no lien of mechanics or materialmen shall be created or shall arise against above described land and/or the building or improvements at any time located thereon. All persons furnishing any work, labor, or materials, as well as all other persons whatsoever, shall be bound by this provision and by the notice thereof from and after the date of this Lease, and notice is hereby given that no mechanic's or materialman's lien or any other encumbrance made by or obtained against Lessee, or his interest in demised land and/or the building or improvements thereon, shall in any manner or degree affect the title or interest of Lessor in land and/or the building or improvements thereon.

8. Lessee has examined and knows the condition of the Premises, and has received same in good order and repair, and no representations as to condition or repair thereof have been made by Lessor or his agent, prior to, or at execution of, this Lease.

~~9. Lessor shall have a lien on all property of Lessee used or situated or Premises, to secure payment of rent (and other indebtedness owing from Lessee to Lessor at any time during existence of this Lease) to become due under this Lease, and in default of payment may take possession of and sell such of said property as may be sufficient to pay delinquent rent (or indebtedness).~~

10. If Lessee shall abandon or vacate the Premises, they may be relet by Lessor for such rent and on such terms as Lessor may see fit; and, if a sufficient sum shall not be thus realized, after paying all expenses of such reletting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiencies.

11. At expiration of this Lease, to give peaceable possession of Premises to Lessor, in as good condition as they are now, the usual wear, inevitable accidents, and loss by fire excepted.

12. The Lease may be terminated by Lessor in the event of the breach of any of the agreements of Lessee herein contained, in which case Lessor may immediately re-enter the Premises and this Lease shall thereupon terminate.

13. This Lease, at option of Lessor, shall terminate should Lessee be the named debtor in a state debtor proceeding which is not dismissed for a period of ninety (90) days, or should Lessee make an assignment for benefit

of creditors. Should Lessee be named debtor in a federal bankruptcy proceeding which is not dismissed for a period of ninety (90) days, Lessor shall have the option of terminating this Lease, subject to any stays on enforcement or rights to assume executory agreements which are then available to a debtor or a trustee under federal bankruptcy law.

14. To observe and comply with all rules, regulations, and laws now in effect or which may be enacted during the continuance of this Lease by any municipal, county, state, or federal authorities having jurisdiction over the Premises, and to indemnify Lessor for any damages caused by a violation thereof.

15. In case Lessor, by reason of the failure of Lessee to perform any of the agreements or conditions herein contained, shall be compelled to pay or shall pay any sum of money, or shall be compelled to do or shall do any act which requires payment of money, the sum or sums so paid or required to be paid, together with all interest, costs, and damages, shall be added to installment of rent, next becoming due or to any subsequent installment of rent, and shall be collectible as additional rent in same manner and with the same remedies as if originally reserved.

16. Failure of Lessor to insist on the strict performance of the terms, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Lessor's right thereafter to enforce any such term, agreement, or condition, but the same shall continue in full force and effect.

17. Lessor shall not be liable for any damage to persons or property occurring or arising on premises from any cause whatever.

18. Parking spaces are not included in the leased Premises. To the extent that parking spaces are available, all tenants, including Lessee, have the Lessor's permission to use the parking spaces on a space available basis.

19. The Lessee shall cooperate fully with the Lessor, and shall abide by all of the rules, regulations, and requirements which the Lessor may reasonably prescribe for the proper functioning and protection of the Premises.

20. Lessee shall not, without Lessor's written consent, use or allow upon the Premises anything which will invalidate any policy of insurance now or hereafter carried on the Premises or any of the contents thereof, or which may be dangerous or which will cause an increase in the rate of fire insurance on the Premises, whether of Lessor or any other occupants.

B. Agreements of Lessor. Lessor, in consideration of the agreements of Lessee set forth above, agrees as follows:

1. To keep the exterior of the Premises in good repair.
2. The Lessor agrees to pay all charges for utilities other than Lessee's telephone service, which are supplied to or on any part of the Premises. This provision is conditioned upon the Lessee continuing to use the Premises in the manner in which they have been used historically. If Lessee used the Premises for purposes other than as office space and a warehouse, then Lessee agrees to pay all charges for utilities which are supplied to or on any part of the Premises.
3. The Lessor agrees to provide janitorial services to the office space portions of the Premises.
4. There are certain common areas contained in the area described in Exhibit A which are not leased to specific tenants and which are not included in the Premises but which give access to and facilitate the quiet enjoyment of the Premises. Lessor grants certain of its tenants, including Lessee, the right to reasonable use of these common areas on a "not to interfere" basis with the other tenants.

C. Mutual Agreements of Lessor and Lessee.

1. If during the term of this Lease, the Premises shall be destroyed by fire, the elements, or any other cause, this Lease shall cease and become null and void from date of such damage or destruction and Lessee shall immediately surrender Premises to Lessor and shall pay rent owing to time of such surrender. If Premises shall be damaged by fire or other cause so as to be capable of being repaired within a reasonable time, Lessor shall have the option to repair the same and during time that repairs are being made, Lessor shall remit to Lessee a just and fair portion of rent according to nature of damages sustained and according to the extent that Lessee is deprived of use of the Premises.

2. Lessor reserves the right to interrupt, curtail, stop or suspend the furnishing and operation of utilities when necessary by reason of accident or emergency, or for repairs, alterations, replacements or improvements in the judgment of the Lessor as desirable or necessary to be made, or by reason of difficulty or inability in securing supplies of labor, or of strikes, or of any other cause beyond the reasonable control of the Lessor. There shall be no diminution or abatement of rent due from Lessee to Lessor nor shall this Lease be affected or any of the Lessee's obligations hereunder reduced, and

the Lessor shall have no responsibility or liability for any such interruption, curtailment, stoppage, or suspension of utilities. Lessor agrees to use its best efforts to minimize interruptions in supply of utilities to the Premises.

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~~3. Lessee shall at its own cost and expense maintain public liability and casualty insurance, naming Lessor as an additional named insured, in at least the sum of Three Hundred Thousand Dollars (\$300,000) per occurrence for bodily injury, and at least Five Hundred Thousand Dollars (\$500,000) in the case of property damage. Lessee shall provide Lessor with a certificate or policy of such insurance upon execution of this Lease or within a reasonable time thereafter. The insurance policy shall contain a provision wherein it may not be cancelled without thirty (30) days prior written notice to the Lessor.~~

4. If the whole or any part of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the term of this Lease, at the option of the Lessor, shall cease and terminate. Any award for the land and the buildings of which the Premises are a part, and for damages to the residue shall belong to Lessor. The current rental shall in such case be apportioned as of the date of acquisition by condemnation.

5. Lessee shall not make any alterations to, on or within the Premises without prior written consent of the Lessor, and if such consent be granted, any such alterations shall be made in accordance with all applicable federal, state, and municipal laws, rules and regulations, and provided further that all permanent improvements to the Premises shall become part of the realty and title thereto vested in the Lessor.

6. With the exception of Lessor's obligations to maintain and repair as specifically provided by this Lease, Lessee agrees to maintain the Premises in good repair and to put the same in substantially the same condition at the end of the term of this Lease as existed at the beginning of the term of this Lease.

7. This Lease shall constitute the only agreement between the parties relative to the Premises and no prior oral or written statements, negotiations, or agreements shall have any force and effect. Lessee has signed this Lease fully aware of the condition of the Premises and all other matters relative thereto and does not rely upon any representations or agreements other than those contained in this Lease. This Lease shall not be modified except in writing, subscribed to by both parties.

8. The parties hereto agree that upon request by either party, the other party will execute whatever instrument may be necessary for recording of a short.

form of this Lease.

0030

9. It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provisions void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

10. Notices and demands by either Lessor or Lessee shall be given by registered mail with prepaid postage addressed to:

Lessor; Tescorp, Inc.  
1011 Highway 6 South, Suite 104  
Houston, Texas 77077  
Attn: Mr. Thomas J. Smith, Senior Vice President

Lessee; FORT BEND COUNTY  
P.O. Box 308  
RICHMOND TEX.  
77469

The Lessor or Lessee may designate by notice in writing a new address to which such notices or demands must be sent.

11. All of the agreements, conditions, and undertakings herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, successors, and assigns, of the respective parties hereto as if they were in all cases named.

EXECUTED this 22<sup>nd</sup> day of JAN. 1985.

"Lessor"

TESCORP, INC.

By: T. J. Smith  
Title: Senior Vice President

"Lessee"

FORT BEND COUNTY  
By: Judge E. Starinoha  
Title: COUNTY JUDGE

form of this Lease.

9. It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provisions void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

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Lessee; FORT BEND COUNTY  
P.O. Box 308  
RICHMOND TEX.  
77469

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EXECUTED this 22<sup>nd</sup> day of JAN. 1965.

"Lessor"

TESCORP, INC.

By: T. J. Smith

Title: Senior Vice President

"Lessee"

FORT BEND COUNTY

By: Judge E. Stavinola

Title: COUNTY JUDGE

TRACT I:

A 1.38 acre tract of land out of a Call Parcel #4, Vol. 438, Pg. 53; Deed Records, being the remainder of Lot #8, of the B. F. Wood Subdivision (Vol. 225, Pg. 66; Deed Records), of Tracts #654, #655, #689 and #690 of Magnolia Place, (Vol. 2, Pg. 6; Plat Records), Thomas Gleason Survey, Abstract #184, Fort Bend County, Texas.

For Connection Begin at an iron pipe set at the intersection of the North line of Sycamore Road With the East line of State Highway #288;

THENCE, North  $20^{\circ}35'41''$  East, along the East line of said Highway #288, 270.58 feet to a  $3/4''$  iron pipe found marking the Southwest corner of and Place of Beginning for this Tract;

THENCE, North  $20^{\circ}35'41''$  East, along said Highway #288, 135.0 feet to an iron pipe set marking the Northwest corner of this Tract;

THENCE, South  $89^{\circ}59'50''$  East, 452.05 feet to an iron pipe set marking the Northeast corner of this Tract; said point also marks the Northeast corner of said Lot #8;

THENCE, South  $0^{\circ}03'41''$  West, along a fence line, 126.32 feet to a  $3/4''$  iron pipe found marking the Southeast corner of this Tract;

THENCE, South  $89^{\circ}59'47''$  West, 499.4 feet to the Place of Beginning and containing 1.38 acres of land.

TRACT II:

A 3.177 acre tract of land, (being out of a Call Parcel #4, Vol. 438, Pg. 53; Deed Records), being the remainder of Lots #9 and #10, of the B. F. Wood Subdivision, (Vol. 225, Pg. 68; Deed Records), of Tracts #654 and #690 of Magnolia Place, (Vol. 2, Pg. 6; Plat Records), Thomas Gleason Survey, Abstract #184, Fort Bend County, Texas.

Begin at an iron pipe set at the intersection of the North line of Sycamore Road with the East line of State Highway #288; said point being the Southwest corner of and Place of Beginning for this Tract;

THENCE, North  $20^{\circ}35'41''$  East, along the East line of said Highway #288, 270.58 feet to an iron pipe found marking the Northwest corner of this Tract;

THENCE, North  $89^{\circ}59' 47''$  East, 499.4 feet to an iron pipe found marking the Northeast corner of this Tract;

THENCE, South  $0^{\circ}03' 41''$  West, along a fence line, 252.88 feet to a 1" iron pipe found marking the Southeast corner of this Tract; said point also marks the Southeast corner of said Lot #10;

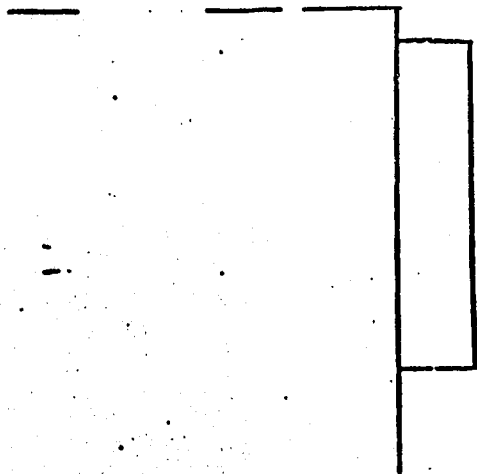
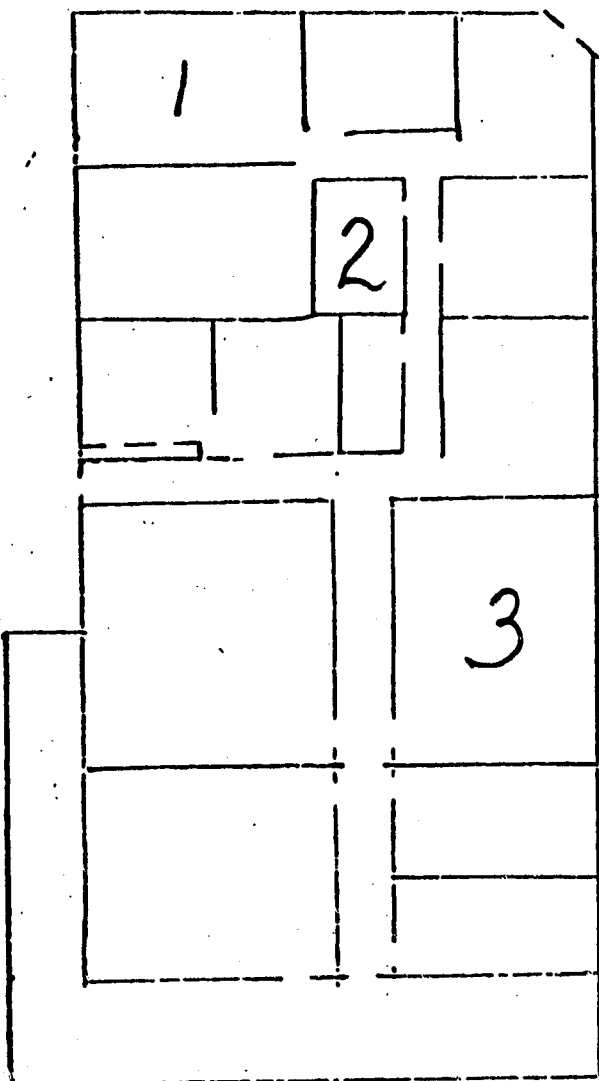
THENCE, South  $89^{\circ}57' 27''$  West, along the North line of said Sycamore Road, 594.31 feet to the Place of Beginning and containing 3.177 acres of land.



00860

EXHIBIT B

0030



PRIMARY ELECTION '86

#8

00861

MAIN ABSENTEE POLLING PLACE

LOCATION: MAIN LIBRARY (GOLFVIEW @ THOMPSON HWY)  
DATE : APRIL 14-26  
TIME : MON - FRI 8am - 5pm  
SAT(4-26) 2pm - 6pm  
CLERKS : THREE(3) PER PARTY  
COST : \$4.00 per hour per clerk  
TOTAL cost for personnel: \$1824.00

0030

TEMPORARY ABSENTEE BRANCH POLLING PLACE

LOCATION: TO BE DETERMINED, IF COMM. COURT DEEMS NECESSARY  
CLERKS : THREE(3)  
DATE : APRIL 14 - 26  
TIME : MON - FRI 8am - 5pm  
SAT(4-26) 2pm - 6pm  
COST : \$4.00 per hour per clerk  
TOTAL cost for personnel: \$912.00

ABSENTEE BY MAIL

LOCATION: COUNTY CLERK'S OFFICE  
DATE : MARCH 10 - MAY 3  
TIME : MON - FRI 8am - 5pm  
SAT(5-3) 9am - noon  
CLERKS : TWO (2)  
COST : \$4.00 per hour per clerk  
TOTAL cost for personnel: \$2456.00

CENTRAL COUNTING STATION


LOCATION: MAIN LIBRARY (GOLFVIEW @ THOMPSON HWY)  
DATE : MAY 1 - 4 (includes setting up)  
TIME : SAT MAY 3 9am - ?  
CLERKS : NO COST TO THE COUNTY (POLITICAL PARTY PAYS THE COST)

NOTE: I need a telephone at all locations during these dates/times

The Secretary of State is only paying \$4.00 per hour this year, however you may approve up to \$5.00 per hour for polling clerk

We may have a run-off election, June 7, in either or both parties in which case the cost for absentee will almost double.

Sincerely,

  
Dianne Wilson  
County Clerk

0030 9. ACCEPT YANDELL DRIVE INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept Yandell Dr. into the County road maintenance system in Precinct 1. (Recorded in minutes in full)

10. CONSIDER APPROVAL OF INVOICES IN THE AMOUNT OF \$41,410.22 TO DRYMALLA CONSTRUCTION CO. FOR PRECINCT 3 MAINTENANCE FACILITY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve invoices in the amount of \$41,410.22 to Drymalla Construction Co. for Precinct 3 maintenance facility.

11. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT(S) BETWEEN FORT BEND COUNTY AND CITIES WITHIN THE COUNTY:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve Interlocal Agreements between Fort Bend County and the following city:

CITY OF BEASLEY (Road repair & maintenance)

12. CONSIDER REPLACEMENT ON APPEALS BOARD OF THE JOB CLASSIFICATION & WAGE COMPENSATION PROGRAM:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Denham voting no, it is ordered to accept Ed McGaughey, to replace Larry Wagenbach to serve on the appeals board of the Job Classification and Wage Compensation program.

13. CONSIDER APPLICATION FROM THE CITY OF ROSENBERG TO LAY A WATER LINE ALONG NORTH SIDE OF BRYAN ROAD IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from the City of Rosenberg to lay a water line along North Side Bryan Road in Precinct 1. (Recorded in minutes in full)

14. CONSIDER ACCEPTING BIDS FOR THE FOLLOWING: (1) PURCHASE OF 60 DOZEN INMATE COVERALLS (2) PURCHASE OF PLAIN PAPER COPIER AND (3) PURCHASE AND INSTALLATION OF CARPET:

Accept bid for purchase of 60 dozen inmate coveralls:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to GEORGE WERNICK for 60 dozen inmate coveralls in the amount of \$7,740.00. The Court further finds that said bid meets all specifications. (Recorded in minutes in full)

Accept bid for purchase of plain paper copier:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting no, Commissioner Denham voting to abstain and Judge Stavinoha voting yes, it is ordered to accept bid for lease of plain paper copier. The Commissioners' Court finds that the best bid be awarded to GLOBAL SERVICES at \$281.04 per month plus maintenance. The Court further finds that said bid meet all specifications. (Recorded in minutes in full)

Motion seconded see  
Committee one minute  
3/10/86

00863

CHARLIE KALKOMEY SURVEYING, INC.

1702 WALGER STREET  
ROSENBERG, TEXAS 77471

0030

CHARLIE KALKOMEY  
REGISTERED PUBLIC SURVEYOR

YANDELL *Handwritten Signature*

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

FIELD NOTES FOR THE CENTERLINE DESCRIPTION OF A 60 FOOT WIDE ROAD OVER, THROUGH AND ACROSS A PART OF A 230.215 ACRE TRACT BEING OF RECORD IN VOLUME 32, PAGE 233, DEED RECORDS, FORT BEND COUNTY, TEXAS AND BEING IN THE KNIGHT AND WHITE LABOR, ABSTRACT 47, FORT BEND COUNTY, TEXAS.

BEGINNING at a point on the centerline of an existing 60 foot wide road for the Place of Beginning of the herein described centerline of said 60 foot wide road, said point bears North 50 degrees 33 minutes 52 seconds West, 1358.22 feet from a 4 inch Iron Pipe found at the Southeast corner of said Knight and White Labor, Abstract 47;

THENCE South 89 degrees 51 minutes 30 seconds West along the herein described centerline, 184.18 feet to an Iron Pipe set at the beginning of a curve to the right;

THENCE around said curve to the right with a central angle of 31 degrees 17 minutes 19 seconds a radius of 357.09 feet, a tangent of 100 feet, an arc length of 195 feet to an Iron Pipe set at the tangency of said curve;

THENCE North 58 degrees 51 minutes 11 seconds West, at 298.66 feet pass the centerline of a drainage ditch and continuing for a total distance of 636.11 feet to a point on the centerline of a 60 foot wide road for the termination of the herein described centerline and containing 1.43 Acres of land.

Charlie Kalkomey, RPS  
No. 1399  
December 14, 1977

0030

THE STATE OF TEXAS       §  
COUNTY OF FORT BEND     §

INTERLOCAL AGREEMENT BETWEEN  
THE COUNTY OF FORT BEND AND  
THE CITY OF BEASLEY, TEXAS

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's assistance in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of City;

WHEREAS, the governing body of the City has duly authorized this agreement;

WHEREAS, the County desires to assist the City in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of said City;

WHEREAS, the governing body of said County 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 and City mutually agree as follows:

1. The County may repair, maintain and/or construct streets, roads, and/or drainage within the corporate limits of City upon written notice by the Mayor of the City to the County Commissioner within whose precinct said streets, roads, and drainage are located.
2. The letter from the Mayor of the City shall set forth the following:
  - a. Describe in detail the street, road, and/or drainage the City desires the County's assistance on and describe in detail the work the City desires the County to perform.

- b. The approximate time the City desires the County to commence and the approximate time the City desires the County to complete the work.
  - c. That the City has current revenue funds available to pay the County for any and all materials used pursuant to the request.
  - d. That the City agrees to pay for any and all materials used by the County pertaining to the request.
3. Upon receipt of such written request, the County Commissioner within whose precinct the said street, road, and/or drainage is located will review and consider the request, and if equipment and man-power are available, and the use of same will not interrupt normal construction and maintenance of county streets, roads, and/or drainage, the County may, at its sole discretion, make arrangements to assist the City, provided, however, it is understood and agreed between the parties that the assistance, if any, shall be at the sole discretion of the County.
4. Once the terms as provided in Paragraph 3 are consummated, the County thereafter agrees to furnish all necessary equipment and labor, at no cost to the City, necessary for the repairs, maintenance, and/or construction of the streets, roads, and/or drainage made the subject of such conditions.
5. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit commencing during the time of the County's performing the necessary task of repair, maintenance, and/or construction of said streets, roads, and/or drainage. Notwithstanding any of the above provisions, if it is determined that Fort Bend County is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Fort Bend County will hold the City harmless and indemnify the City from all costs incurred.
6. The City agrees to indemnify and hold the County harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said street, road, and/or drainage.

6030

- 7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
- 8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter.
- 9. 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 February, 1986.

City of Beasley, Texas

*Ernest R. Raudenbush, Jr.*  
 Mayor

ATTEST:

*Clara Conrad*  
 City Secretary

SIGNED this 3rd day of March, 1986.

County of Fort Bend

*Jodie E. Flavinola*  
 County Judge

ATTEST:

*Janice Hulson*  
 County Clerk

#13

00867

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

0030

On this 3 day of March, 19 86, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of City of Rosenberg dated February 26, 1986, permit no. 80730 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 17th day of March, 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 Stanley Z. Kucharski  
 COUNTY ENGINEER

Presented to Commissioners Court and approved. Recorded Volume \_\_\_\_\_ Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

BY Elida Kozew  
 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.



0030

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

February 26, 1986  
Date

- x   (1) Complete Application Form
  - x   a. Name of road, street and/or highway affected
  - x   b. Map or plat showing course or direction
  - x   c. Plans and specifications.
- NA   (2) Bond
  - Perpetual bond currently posted
  - or-
  - Performance bond submitted in the amount of

No Bond Required

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)

00869

0030

TO COUNTY OF FORT BEND

PRECINCT NO. 1  
 PERMIT NO. 80730  
 RECEIPT NO. \_\_\_\_\_

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

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

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

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
North Side	From 440' ± Northeast of		2004' ±
Bryan Road	State F.M. Road #2218		

General Description

Installation of 8" P.V.C.-C900 Water Line Extension for potable water service and fire protection.

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

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 1st day of December, 19 80, recorded in Volume 13 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes.

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 shutdown.

INSPECTION FEE: \$25.00

COMPANY NAME: City of Rosenberg  
 AGENT and/or  
 OWNER (accessible 24 hrs/day, 7 days/week):

*Ed Thatcher*  
 (Signature)

NAME & TITLE Ed Thatcher, City Manager  
 (Please Print)

DATE: February 26, 1986  
 ADDRESS P. O. Box 32  
 (Street/P.O. Box)  
Rosenberg, Texas 77471  
 City State Zip

TELEPHONE NO.: (713)342-2531

PURCHASE OF SIXTY (60) DOZEN INMATE COVERALLS FOR SHERIFF'S DEPARTMENT

<u>COMPANY</u>	<u>PRICE</u>	<u>DELIVERY</u>	<u>PRICE GUARANTEE</u>	<u>REMARKS</u>
GEORGE WERNICK & ASSOC., INC.	\$7,740.00	½ NOW BALANCE IN 30 DAYS	120 DAYS	MEETS ALL SPECIFICATIONS
BLAIR GROUP	NO BID			
MARTIN UNIFORM	NO BID			
PERTEX TEXTILE	NO BID			

00871

Issued By: Fort Bend County Purchasing	Bid I.D. No. 86-17	Date Issued: Feb. 10, 1986	Page No. 1	No. of Pages 2
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INVITATION FOR BIDS  
(EXPIRES: 31 Dec 86 )

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., February 24, 1986, for furnishing the supplies or services described in the accompanying schedule, at which time they shall be opened and publicly read.

PURCHASE OF ONE (1) PLAIN PAPER COPIER

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

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

No proposal may be withdrawn after bids have been opened. Bids are binding under "The Uniform Commercial Code".

By my signature hereon I certify, that this bid OF <sup>SEE TABULATION ON NEXT PAGE.</sup> DOES DOES NOT meet or exceed each and every one of the specifications listed.

Point of contact: Lt. Tom Sparkman  
Fort Bend County  
Sheriff Dept.  
713-341-4611

PLEASE COMPLETE THE FOLLOWING:

*BASE COPIER - NO FEATURES*

UNIT PRICE \$16,650.00 F.O.B. Fort Bend County Law Enforcement Academy, Richmond, Texas.

Delivery will be completed within 30-60 calendard days after acceptance by the Fort Bend County Commissioners Court (Delivery time must be shown or bids will be rejected).

Bidder guaranties price for 30 days.

NAME AND ADDRESS OF BIDDER <i>IBM CORPORATION PO BOX 1369 HOUSTON, TX 77251-1369</i>	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: <i>J.C. Fleming</i>	DATE OF BID: <i>02/14/86</i>
TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER: <i>T. CASEY FLEMING BRANCH COPIER SPECIALIST 713/940-1655</i>	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER: <i>SAME</i>	

11 FEB 86 3:11

- - - - -

00872

PURCHASE OF ONE (1) PLAIN PAPER COPIER

1. Minimum rated speed of 40 copies per minute for both letter and legal size paper with a first copy out time of not more than 10 seconds for both sizes of paper. ✓
2. Must have a single main paper tray to hold both letter and legal size paper with tray capacity of at least 500 sheets. ✓
3. Must have the capacity to switch paper sizes automatically. ✓
4. Recirculating document handler. *AUTOMATIC DOC. FEEDER* ✓
5. At least two reduction modes for size copying. ✓
6. Must have the capability to automatically sort at least 50 sets with one programming without having to rearrange the originals. *20-40 BIN*
7. Automatic on-line stapler with the capacity to staple up to 25 sheets at a time. *NO STAPLER*
8. Completely automatic two-sided copying from both single and double sided originals without operator intervention. *AUTOMATIC FROM ONE-SIDED*
9. Must include initial supplies, excluding paper, for 200,000 copies. *50,000*
10. New or factory remanufactured equipment is acceptable if remanufactured equipment carries the same warranty as the new equipment, and if the availability of a full service maintenance agreement is guaranteed on both new and remanufactured equipment for a minimum of five years. *YES.*
11. Bidder must submit manufacturer's descriptive literature or other suitable documentation confirming equipment's capability to perform all of the functions listed herein. ✓
12. Equipment is to be Xerox, IBM, Kodak, or equal. *IBM*
13. A 60-month lease plan may be considered, attach lease plan as an alternate, to this bid.

00873

Issued By: Fort Bend County Purchasing	Bid I.D. No. 86-17	Date Issued: Feb. 10, 1986	Page No. 1	No. of Pages 2
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INVITATION FOR BIDS  
(EXPIRES: 31 Dec 86)

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., February 24, 1986, for furnishing the supplies or services described in the accompanying schedule, at which time they shall be opened and publicly read.

PURCHASE OF ONE (1) PLAIN PAPER COPIER

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

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

No proposal may be withdrawn after bids have been opened. Bids are binding under "The Uniform Commercial Code".

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

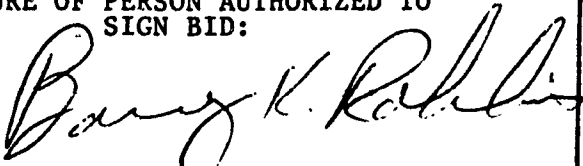
Point of contact: Lt. Tom Sparkman  
Fort Bend County  
Sheriff Dept.  
713-341-4611

PLEASE COMPLETE THE FOLLOWING:

UNIT PRICE \$10,736.00 F.O.B. Fort Bend County Law Enforcement Academy, Richmond, Texas.

Delivery will be completed within 30 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 Pitney Bowes P.O. Box 742608 7075 Southwest Freeway Houston, Tx. 77074	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID: 	DATE OF BID: 2-24-86
TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER: Barry Robbins, Account Manager (713)772-4681 (Work) (409)232-5085 (Home)	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER: Same	

PURCHASE OF ONE (1) PLAIN PAPER COPIER

<u>COMPANY</u>	<u>PRICE</u>	<u>DELIVERY</u>	<u>PRICE GUARANTEE</u>	<u>REMARKS</u>
GLOBAL SERVICES	\$10,983.00	30 DAYS	30 DAYS	MEETS SPECIFICATIONS: Copier bid is a CANON NP-7550 with Sorter V.
PITNEY BOWES	\$10,736.00	30 DAYS	60 DAYS	DOES NOT MEET SPECIFICATIONS
IBM CORP.	\$16,750.00	30-60 DAYS	30 DAYS	DOES NOT MEET SPECIFICATIONS

*lease \$281.04 per month / 60-month lease*  
*\$435.00 per quarter maintenance*

14

Accept bid for purchase and installation of carpet:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to CARPET RESOURCES for installation of carpet at the Sheriff's Department in the amount of \$9,237.00. The Court further finds that said bid meets all specifications. (Recorded in minutes in full)

15. CONSIDER ADVERTISING FOR BIDS FOR TRACTORS; SHREDDERS; BOOM MOWERS WITH AND WITHOUT TRAD-IN; AND RENTAL OF WORK CLOTHING FOR EMPLOYEES OF FORT BEND COUNTY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for tractors, shredders, boom mowers with and without trade-in and rental of work clothing for employees of Fort Bend County.

16. CONSIDER APPLICATION FROM FORT BEND TELEPHONE CO. TO LAY CABLE ALONG PADON ROAD IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Fort Bend Telephone Co. to lay cable along Padon Road in Precinct 2. (Recorded in minutes in full)

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

Met in Closed Session.

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

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to appoint Sid W. McArthur as Vehicle Maintenance Supervisor at an annualized salary of \$22,500 with a review after 90 days for a possible salary increase. Effective March 3, 1986.

RECESS:

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

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

19. 1:30 P.M.- APPROVE PLAT FOR THE FOLLOWING: (1) CORRECTED PLAT FOR SHADY OAKS SUBDIVISION, SECTION 2, PRECINCT 1; (2) WESTON LAKES, SECTION 6, PRECINCT 4; and (3) BRADFORD ON THE BEND, SECTION 1, PRECINCT 4:

Approve corrected plat for Shady Oaks Subdivision, Section 2, Precinct 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve corrected plat for Shady Oaks Subdivision, Section 2, Precinct 1. Corrected plat was presented to Commissioners' Court. (Recorded in minutes in full)

Charles Kalkomey representing developer discussed corporation name change to plat.



## PURCHASE &amp; INSTALLATION OF CARPET FOR SHERIFF'S DEPARTMENT

<u>COMPANY</u>	<u>PRICE</u>	<u>DELIVERY &amp; INSTALLATION</u>	<u>PRICE GURANTEE</u>	<u>REMARKS</u>
CARPET RESOURCES	\$9,237.00	30 DAYS	30 DAYS	MEETS SPECIFICATIONS
STAR CARPET	\$11,355.00	30 DAYS	30 DAYS	MEETS SPECIFICATIONS: Star Carpet requires payment of \$8,000.00 after they receive carpet from manuf. and the balance within 15 days after installation.
INTERIOR FASHIONS	\$12,255.53	45 DAYS	60 DAYS	MEETS SPECIFICATIONS
CARPETS-N-MORE	\$12,447.00	120 DAYS	180 DAYS	MEETS SPECIFICATIONS
CARPET RESOURCES	\$8,004.64	30 DAYS	30 DAYS	DOES NOT MEET SPECIFICATIONS: Carpet bid is J & J "Mainstreet" Carpet.
TEXAS CARPET	\$8,472.68	30 DAYS	30 DAYS	DOES NOT MEET SPECIFICATIONS: Carpet bid is Waunda Weve "Bronco" Carpet.
ROSENBERG CARPET	\$9,608.90	30-45 DAYS	60 DAYS	DOES NOT MEET SPECIFICATIONS: Carpet bid is Stevenscarpet "Resourceful".

**PURCHASE AND INSTALLATION OF CARPET FOR THE FORT BEND COUNTY  
SHERIFF'S DEPARTMENT**

**SPECIFICATIONS: #240 CARLTON (Bentley Mills, Inc. a textured  
Antron XL nylon loop)**

**TYPE: Textured Level Loop**

**MANUFACTURING TECHNIQUE: Positive Stitch Replacement**

**MACHINE GAUGE: 1/8"**

**PILE HEIGHT: .250**

**STITCHES PER INCH: 8.75**

**YARN PLY: 3900 Denier Uniply**

**YARN WEIGHT/TUFTED: 24 oz.**

**TOTAL WEIGHT: 67 oz.**

**YARN CONTENT: Dupont Antron XL Continuous Filament Nylon.**

**PRIMARY BACKING: Polypropylene**

**SECONDARY BACKING: Action Bac**

**STATIC CONTROL: Dupont Antron XL Static Control Fiber**

**WIDTH: 12'**

**AVERAGE TUFT BIND: 15 lb.**

**FLAME RESISTANCE: Passes Methenamine Pill Test DOC-FF1-70**

**FLOORING RADIANT PANEL: Critical Radiant Flux  
(ASTM-E-648) 1.02 watts/cm2**

**WEAR PERFORMANCE: 10 Year Wear Warranty**

**COLOR: L-167-Ash**

**A direct glue down method of installation is required.**

**Submit alternate carpet for approval prior to bidding.**

**Each bidder must take own measurements and submit to the Fort Bend  
County Sheriff Department a seaming diagram for approval.**

**Make arrangements to measure area thru Lt. Tom Sparkman, Fort Bend County Sheriff  
Department at 713-341-4611.**

0030

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 3 day of March, 19 86, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Company dated February 21, 1986, permit no. 80729 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 Stanley I. Kuehler  
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.

picked up 3/4/86



00880

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. 2

0030

PERMIT NO. 80729

Formal notice is hereby given that Fort Bend Telephone Company, proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, 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

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
Padon Road	@ Hwy 36	1978' southeast	1978'

General Description

Beginning at the southeast intersection of Hwy 36 and Padon Road. Thence, going approximately 1978 feet in a southeasterly direction, at 5 feet from the ROW line.

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

The laying, construction, 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: Fort Bend Telephone Co.  
AGENT and/or OWNER  
(accessible 24 hrs/day, 7 days/week:

Mike Smerek  
(Signature)

NAME & TITLE Mike Smerek  
(Please Print)

DATE: February 21, 1986  
ADDRESS P. O. Box 1127  
(Street/P.O. Box)

Rosenberg, TX 77471  
City State Zip  
TELEPHONE NO: 342-4651

Approve Weston Lakes, Section 6, Precinct 4 and Bradford on the Bend,  
Section 1, Precinct 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Weston Lakes, Section 6 in Precinct 4 and Bradford on the Bend, Section 1, Precinct 4. Plats, Tax Statements and Letter of Credits were presented to Commissioners' Court.

20. APPROVE BILLS :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills as presented by Auditor.

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve additional invoice of \$21,210.00 (County portion) to State Highway Department for bridge on Oilfield Rd.

21. ADJOURNMENT :

Commissioners' Court adjourned Monday, March 3, 1986.

00882

0030

9/30 cc: Comm. Lutts  
Stanley Kucherka

20



COMMISSION  
ROBERT C. LANIER, CHAIRMAN  
ROBERT H. DEDMAN  
JOHN R. BUTLER, JR.

STATE DEPARTMENT OF HIGHWAYS  
AND PUBLIC TRANSPORTATION  
P. O. Box 1386  
Houston, Texas 77251-1386

ENGINEER-DIRECTOR  
MARK G. GOODE

September 30, 1985

IN REPLY REFER TO  
FILE NO. DDE

Fort Bend County  
Project BRO 12(26)X  
Control 912-34-23  
011 Field Road: At Steep Bank Creek,  
3.3 Mi. S. of SH 6

Hon. Jodie E. Stavinoha  
County Judge, Fort Bend County  
P. O. Box 368  
Richmond, Texas 77469-0368

Dear Sir:

The contract cost for the above referenced project, based on low bid prices, E&C, miscellaneous expenses, and expenses incurred by the Department is higher than originally anticipated. Fort Bend County's portion of the contract cost amounts to \$91,186.24.

We have previously received \$69,976.24 from the County, leaving a deficit of \$21,210.00. Please submit a check to this office in the amount of \$21,210.00, made payable to the State Treasurer, Account of Trust Fund No. 927, by October 4, 1985 to avoid delaying the contract.

A copy of the contractor's low bid tabulation is attached for your convenience.

*Approved  
cc  
3/3/86  
J. Stavinoha*

Very truly yours,

Omer F. Poorman  
District Engineer  
District No. 12

Attachment



Copy to Auditor

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 3rd day of March, 1986 at a Special Session of the Commissioners Court with the following present:

County Judge

Judith Starbuck

Commissioner, Precinct 1

John C. Smith

Commissioner, Precinct 2

Bill D. ...

Commissioner, Precinct 3

Alvin B. ...

Commissioner, Precinct 4

Bob ...

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: \_\_\_\_\_

Time Reconvened: \_\_\_\_\_

Time Adjourned or Recessed: \_\_\_\_\_



AGENDA  
FORT BEND COUNTY COMMISSIONERS COURT  
COURTHOUSE ANNEX, RICHMOND, TEXAS  
REGULAR SESSION  
MONDAY, MARCH 10, 1986  
9:00 O'CLOCK A.M.

0030

1. Approve minutes of meeting of March 3, 1986.
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: request Court to reject all bids for a plain paper copier; and accept donations to Fort Bend County Law Enforcement Academy.
6. Mr. Johnnie Cooper, re: request to advertise for bids for a storage building for Extension Service (funds available).
7. Consider approval of Order clarifying grant of right-of-way for Highway 36 Bypass.
8. Consider approval of invoice in the amount of \$4,163.94 to Drymalla Construction Co. for Precinct 3 maintenance facility.
9. Consider approval of interlocal agreement between Fort Bend County & Jackson County for the housing of juveniles.
10. Consider approval of payments in the amount of \$56,076 and \$5,438 to the Central Appraisal District.
11. Designate absentee polling place on east end of County for May 3rd Primary.
12. Approve letter of cooperative agreement between University of Texas Medical Branch at Galveston and Fort Bend County to continue to provide services for high-risk maternity patients.
13. 10:00 a.m. - Hold public hearing to change names of Finney Road to Vallet Road and Lemke Road to Fenske Road.
14. Consider advertising for bids for the following: (1) Mowing of County rights-of-way (2) Repairs to FD-20 bulldozer for Drainage District (3) Book contract for high-demand books for library (4) Excavation on Rabbs Bayou (5) Two-way radios for E.M.S., Constables & Precincts & (6) One or more microcomputers for various County departments.
15. Consider granting exemption to competitive bidding requirement of Art. 2368a.5 V.A.T.S. and accept signed statement from Purchasing Agent as to availability from only one source of Paradyne Duplexors per requirements of Houston Public Library.
16. Meet in Closed Session to discuss litigation and land matters as authorized by Article 6252-17, Section 2 (e) & (f), V.T.C.S.
17. Take action on any items discussed in Closed Session.
18. 1:30 p.m. - Open bids for the following: (1) Agricultural lease on 90 acres more or less north of Klauke Rd. between Blume Rd. & Walsh Rd., (bid #86-22); (2) Oil, gas & mineral lease on 0.5 acres of land, a part of John Randon League, A-76, Fort Bend County, Texas (bid 86-23) (3) Oil, gas & mineral lease on 86.0347 acres of land, a part of Henry Scott League, Abs. 83, and the H & TCRR Co. Survey, Abs. 212, Fort Bend County, Texas (bid #86-24).
19. 1:45 p.m. - Drainage District Board will convene. (Separate agenda filed)
20. 2:00 p.m. - Hold public hearing on abandonment of a portion of the gravel road known as Oil Field Road in Precinct 4.
21. Adjournment.

AGENDA  
FORT BEND COUNTY DRAINAGE DISTRICT BOARD  
COURTHOUSE ANNEX, RICHMOND, TEXAS  
MONDAY, MARCH 10, 1986  
1:45 o'CLOCK P.M.

0030

1. Consider setting public hearing to consider restriction on development in Clear Creek Watershed due to drainage problems.
2. Discuss monthly Drainage District report.
3. Adjournment.

FILED FOR RECORD

NO. ~~TIME 3:55 PM~~

MAR 6 1986

*Deane Wilson*  
County Clerk, Fort Bend Co., Tex.

*Jodie E. Stavinoha*  
Jodie E. Stavinoha, Chairman

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, March 6, 1986 at 3:45 p.m. by D. Landry.

EMERGENCY ADDENDUM TO ACENDA  
OF MONDAY, MARCH 10, 1986

0030

FORT BEND COUNTY COMMISSIONERS COURT  
COURTHOUSE ANNEX, RICHMOND, TEXAS  
9:00 O'CLOCK A.M.

The following item should be added to the Commissioners Court Agenda of  
Monday, March 10th:

ADVERTISE FOR BIDS FOR A PORTABLE OFFICE BUILDING FOR FORT  
BEND COUNTY.

FILED FOR RECORD

TIME

11:00

A.M.  
P.M.

MAR 7 1986

*Diana ...*  
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 Friday, March 7, 1986  
at 11:05 a.m. by *N. Landry*.

## REGULAR SESSION

0030

BE IT REMEMBERED That on this 10TH day of MARCH, 1986 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINCHA	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 MARCH 3, 1986:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is order to approve minutes of March 3, 1986 with corrections.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS :

None.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS :

None

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

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out-of-town travel requests for the following County personnel:

JUSTICE OF THE PEACE #1 & #3  
COUNTY TREASURER  
JUDGE OF THE 240TH JUDICIAL DISTRICT  
LIBRARY  
COMMISSIONER PRECINCT #3

5. SHERIFF GUS GEORGE, RE: REQUEST COURT TO REJECT ALL BIDS FOR A PLAIN PAPER COPIER; AND ACCEPT DONATIONS TO FORT BEND COUNTY LAW ENFORCEMENT ACADEMY:

Sheriff Gus George, request Court to reject all bids for a plain paper copier:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reject all bids for a plain paper copier. (Recorded in minutes in full)

Sheriff Gus George request to accept donation to Fort Bend County Law Enforcement Academy:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept donation from the following:

HL & P - microwave oven & coffee pot  
Texas Commerce Bank - \$100.00 cash donation  
Rosenberg Bank & Trust - 4 tables

00888

4

0030

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 3-26-86

Date of Return 3-29-86

Purpose of Trip: Justice of The Peace + Constable  
ASSOCIATION CONFERENCE

Places to be Visited: TYLER, TEXAS

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

3-6-86 Date  
Ray Ward Name  
Justice of Peace Court Title

\*\*\*\*\*

Approved: Commissioners' Court  
[Signature]  
County Judge

3-10-86  
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:

JUDGE ROBERT STAHL

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure JUNE 19, 1986  
Date of Return JUNE 22, 1986

Purpose of Trip: TO ATTEND THE 42ND ANNUAL CONVENTION AND SEMINAR OF THE JUSTICES OF THE PEACE AND CONSTABLES ASSOCIATION

Places to be Visited: ABILENE, TEXAS

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

AIRLINE

Robert Stahl  
Name

MARCH 04, 1986  
Date

JUSTICE OF THE PEACE, PCT. 3  
Title

\*\*\*\*\*

Approved: Commissioners' Court  
J. Steinhilber  
County Judge

3-10-86  
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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure 3/12/86  
Date of Return 3/14/86

Purpose of Trip: Board of Directors meeting County Treasurer's Association and meeting with Texas Association of Counties

Places to be Visited: Austin, Texas

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

Kathy Hynsw  
Name

3/5/86 Date County Treasurer Title

\*\*\*\*\*

Approved: Commissioners' Court  
[Signature]  
County Judge

3-10-86  
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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure MARCH 13, 1986  
Date of Return MARCH 15, 1986

Purpose of Trip: THE NEW TEXAS RULES OF EVIDENCE SEMINAR

Places to be Visited: SAN ANTONIO

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

C. H. Johnson  
Name

3/3/86  
Date

JUDGE OF THE 240TH JUDICIAL DISTRICT  
Title

\*\*\*\*\*

Approved: Commissioners' Court  
J. Stavenoha  
County Judge

3-10-86  
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:~~

MARY L. BENNETT

Period: Date of Departure 4/8/86

Date of Return 4/9/86

Purpose of Trip: Texas Library Association Conference

Places to be Visited: Fort Worth, Texas

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

Personal auto

Mary L. Bennett

Name

app. C. G. ...

Genealogy Dept Head.

Title

3-3-86 Date

Approved: Commissioners' Court

J. Stuenkel County Judge

3-10-86

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure June 22, 1986

Date of Return July 1, 1986

Purpose of Trip: Federal Emergency Management Agency course

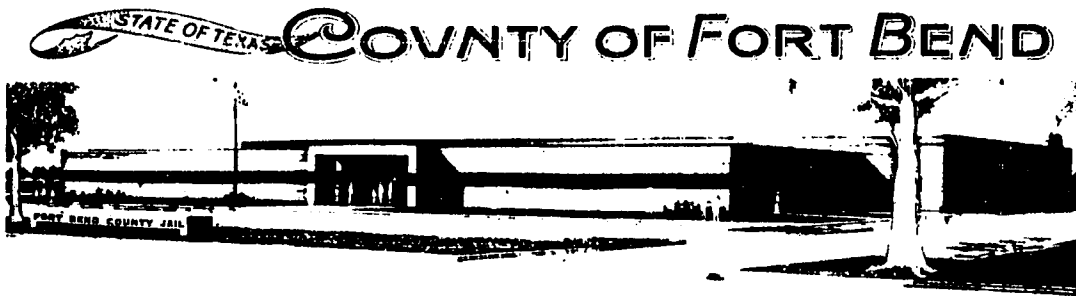
Places to be Visited: Emmitsburg, Maryland.

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

March 6, 1986 Date Alton B. Prueby Name  
Comm. P #3 Title

\*\*\*\*\*

Approved: Commissioners' Court  
J. Stavinoha County Judge 3-10-86 Date



GUS GEORGE, SHERIFF  
1410 Ransom Road  
Richmond, Texas 77469

March 5, 1986

*Approved  
ec  
3/10/86*

Honorable Jodie E. 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 that Commissioners' Court reject all bids for a plain paper copier. It has been brought to the attention of the Sheriff Department that a rental on a monthly basis would be more advantageous to the Fort Bend County Law Enforcement Academy.

The possibility of a donation of a copier to the Law Enforcement Academy, if materializes, will eliminate the need for a rental in the future.

Request that you authorize the County Purchasing Agent, Mr. John Hammett, to make arrangements for the rental of a copier on a monthly basis to meet the needs of the Fort Bend County Law Enforcement Academy.

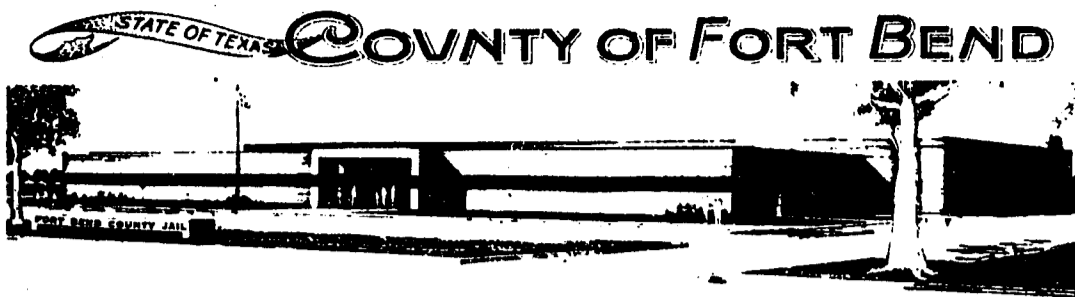
Copier rental would be one hundred twenty five dollars (\$125.00) per month which includes; copier, document feeder, sorter, installation, parts, labor, and five thousand (5,000) copies per month with an overage of one cent (.01¢) per copy over five thousand. Funds are available in the Fort Bend County Law Enforcement Academy 1986 budget.

Your favorable consideration of this request will be appreciated.

Sincerely,

Gus George  
Sheriff

GG/jj



GUS GEORGE, SHERIFF  
1410 Ransom Road  
Richmond, Texas 77469

March 5, 1986

Honorable Jodie E. 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 that Commissioners' Court accept the following donations to the Fort Bend County Law Enforcement Academy.

- I. FROM HOUSTON LIGHTING & POWER COMPANY
  - a. Amana Microwave Oven, Model # ML-10, Serial # KE50019711-8
  - b. West Bend, 55 cup Institutional Perk Coffee Maker
- II. FROM TEXAS COMMERCE BANK - Sugar Land
  - a. \$100.00 Cash Donation Toward Academy Furnishings
- III. FROM ROSENBERG BANK & TRUST
  - a. Two (2), 48" Square Tables For Lounge Area
  - b. Two (2), 48" Round Tables For Lounge Area

Your favorable consideration of this request will be appreciated.

Sincerely,

Gus George  
Sheriff

GG/jj

0030

6. JOHNNIE COOPER, RE: REQUEST TO ADVERTISE FOR BIDS FOR A STORAGE BUILDING FOR EXTENSION SERVICE (FUNDS AVAILABLE) :

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for a storage building for Extension Service.

Johnnie Cooper requested a storage building for Extension Service.

7. CONSIDER APPROVAL OF ORDER CLARIFYING GRANT OF RIGHT-OF-WAY FOR HIGHWAY 36 BYPASS :

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve request by G.A.L.T.80 JOINT VENTURE, a joint venture composed of Eugene E. Arensberg, Jr, Trustee and Thomas A. LaJaune, Trustee, for an Order of this Court to clarify previously granted partially overlapping right-of-ways pertaining to the Rosenberg Highway 36 bypass. (Recorded in minutes in full)

8. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$4,163.94 TO DRYMALLA CONSTRUCTION CO. FOR PRECINCT 3 MAINTENANCE FACILITY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve invoice in the amount of \$4,163.94 to Drymalla Construction Co. for Precinct 3 Maintenance Facility. (Recorded in minutes in full)

9. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND JACKSON COUNTY FOR THE HOUSING OF JUVENILES :

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Interlocal Agreement between Fort Bend County and Jackson County for the housing of juveniles. (Recorded in minutes in full)

10. CONSIDER APPROVAL OF PAYMENTS IN THE AMOUNT OF \$56,076 AND \$5,438 TO THE CENTRAL APPRAISAL DISTRICT :

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve payments in the amount of \$56,076 and \$5,438 to the Central Appraisal District. (Recorded in minutes in full)

11. DESIGNATE ABSENTEE POLLING PLACE ON EAST END OF COUNTY FOR MAY 3RD PRIMARY:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to designate Missouri City Police Station as the temporary absentee polling place for May 3rd primary.

12. APPROVE LETTER OF COOPERATIVE AGREEMENT BETWEEN UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON AND FORT BEND COUNTY TO CONTINUE TO PROVIDE SERVICES FOR HIGH-RISK MATERNITY PATIENTS :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve agreement as presented between University of Texas Medical Branch at Galveston and Fort Bend County to continue to provide services for high-risk maternity patients. (Recorded in minutes in full)

IN THE MATTER OF  
THE  
ROSENBERG BY-PASS

\*  
\*  
\*  
\*  
\*

IN THE COMMISSIONERS' COURT  
OF  
FORT BEND COUNTY, TEXAS

0030

ORDER CLARIFYING GRANT  
OF RIGHT-OF-WAY

On the 10th day of March, 1986, came on to be heard by the Commissioners' Court of Fort Bend County, Texas, the request by G.A.L.T. 80 JOINT VENTURE, a joint venture composed of Eugene E. Arensberg, Jr., Trustee and Thomas A. LaJaune, Trustee ("Land Owner"), for an Order of this Court to clarify previously granted partially overlapping right-of-ways pertaining to the Rosenberg by-pass.

Land Owner has called to the attention of the Court the following matters:

1. By general warranty deed with vendor's lien executed effective March 8, 1985, the original counterparts of which are recorded in Volume 1631, Page 297 and in Volume 1631, Page 304, Official Records, Fort Bend County, Texas, Frank J. Krolczyk, Jr., et al did convey to G.A.L.T. 80 JOINT VENTURE three certain tracts of land in the Brooks and Burleson Survey #3, Abstract 146, Fort Bend County, Texas, said three tracts of land consisting of 11.631 acres of land described by metes and bounds in Exhibit "A" as Tract 1, attached hereto and made a part hereof, 4.642 acres of land described by metes and bounds in Exhibit "A" as Tract 2, attached hereto and made a part hereof, and 65.203 acres being described by metes and bounds in Exhibit "A" as Tract 3, attached hereto and made a part hereof;
2. The aforesaid deed was expressly made subject to a right-of-way easement for the proposed Highway 36 by-pass over and across the aforesaid 4.642 acre tract of land described by metes and bounds in Exhibit "A" as Tract 2, attached hereto and made a part hereof;
3. By RIGHT-OF-WAY dated December 25, 1984, recorded in Volume 1631, Page 673, Official Records, Fort Bend County, Texas, Frank Krolczyk, Jr., et al did convey unto the County of Fort Bend a right-of-way over and across that certain 4.63 acre tract of land described by metes and bounds in Exhibit "B" attached hereto and made a part hereof;

0030

4. By RIGHT-OF-WAY dated April 1, 1985, recorded in Volume 1677, Page 541, Official Records, Fort Bend County, Texas, Land Owner, joined by Frank J. Krolczyk, Jr., et al, as Lien Holders, did convey unto the County of Fort Bend a right-of-way over and across that certain 4.641 acre tract of land described by metes and bounds in Exhibit "C" attached hereto and made a part hereof;

5. The aforesaid right-of-way conveyances and exception for right-of-way have created a question as to the exact location of said right-of-way over and across the property of Land Owner, which exact location Land Owner requests this Court define.

And this Court finding that the 4.641 acre tract of land described by metes and bounds in Exhibit "C" attached hereto, is in fact the correct description of the right-of-way acquired by County of Fort Bend it is accordingly,

ORDERED, ADJUDGED and DECREED by unanimous vote of the Court on this the 10th day of March, 1986, that Fort Bend County does hereby accept the right-of-way grant of the 4.641 acre tract of land described by metes and bounds in Exhibit "C" attached hereto and made a part hereof as the true and correct right-of-way tract over and across the property of Land Owner and Fort Bend County does hereby REMISE, RELEASE, and QUIT-CLAIM unto G.A.L.T. 80 JOINT VENTURE, a joint venture composed of Eugene E. Arensberg, Jr., Trustee and Thomas A. LaJaune, Trustee all right, title, and interest acquired by Fort Bend County under the aforesaid two right-of-way conveyances recorded in Volume 1631, Page 673 and in Volume 1677, Page 541, Official Records, Fort Bend County, Texas, and the aforesaid exception contained in the aforesaid deed to Land Owner recorded in Volume 1631, Page 304, Official Records, Fort Bend County, Texas, to all property other than that certain 4.641 acre tract of land described by metes and bounds in Exhibit "C" attached hereto and made a part hereof.

However, nothing contained in this Order shall in any manner affect, alter, or diminish the rights of Fort Bend County acquired under the aforesaid two right-of-way deeds and aforesaid exception contained in the aforesaid deed to Land Owner in and to said 4.641 acre tract of land described by metes and bounds in Exhibit "C" attached hereto and made a part

hereof, which rights of Fort Bend County shall continue in full force and effect.

Johanie Pustka  
Johanie Pustka, Commissioner,  
Precinct No. 1

Alton B. Pressley  
Alton B. Pressley, Commissioner,  
Precinct No. 3

Jodie E. Stavinoha  
Jodie E. Stavinoha, County Judge

Ben Denham  
Ben Denham, Commissioner,  
Precinct No. 2

Bob S. Lutts  
Bob S. Lutts, Commissioner,  
Precinct No. 4

ATTEST:

By: Dianne Wilson  
Name: Dianne Wilson  
Title: County Clerk of the  
Commissioners' Court  
of Fort Bend County,  
Texas

THE STATE OF TEXAS \*

COUNTY OF FORT BEND \*

I, DIANNE WILSON, County Clerk of the Commissioners' Court of Fort Bend County, Texas, do hereby certify that the above and foregoing is a true and correct copy of Order made and entered on the 10th day of March, 1986, as same appears of record in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Minutes of the Commissioners' Court.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 1986.

By: Dianne Wilson  
Name: Dianne Wilson  
Title: County Clerk of the  
Commissioners' Court of  
Fort Bend County, Texas



## OFFICIAL RECORDS

1631 300

## EXHIBIT A

## TRACT 1

A FIELD NOTE DESCRIPTION of 11.631 Acres of Land being a portion of the original Frank Krolezyk Call 81.515 Acre Tract of Land (Volume 117, Page 543; Deed Records of Fort Bend County, Texas) being in the Brooks and Burleson Survey No. 3, Abstract No. 146, Fort Bend County, Texas.

FOR CONNECTION, begin at an iron pipe set by corner post found in the South line of Weeks Road (60 feet wide); said corner being the Northeast corner of the original Frank Krolezyk Call 81.515 Acre Tract; said corner marking the Northwest corner of the original William Polasek Call 70 Acre Tract (Volume 187, Page 446; Deed Records of Fort Bend County, Texas) and marking the Northwest corner of the Martha Polasek Tract No. 1 - 6.00 Acres (Volume 507, Page 419; Deed Records of Fort Bend County, Texas) of the Partition of said Polasek Call 70 Acres; THENCE; South  $83^{\circ} 30'$  West - 2259.91 feet along the South line of Weeks Road (60 feet wide) to an iron pipe set for the Northeast corner of and PLACE OF BEGINNING for this 11.631 Acre Tract;

THENCE; South  $06^{\circ} 30' 00''$  East - 1347.96 feet along the West line of the proposed State Highway No. 36 bypass (150 feet wide) to an iron pipe set for the Southeast corner of this 11.631 Acre Tract; said corner being in the South line of said Call 81.515 Acre Tract and in the North line of the Jacob A. Cohen, Trustee Call 119.251 Acre Tract (Volume 631, Page 584; Deed Records of Fort Bend County, Texas);

THENCE; South  $83^{\circ} 25' 30''$  West - 375.80 feet along the Northerly line of said Jacob A. Cohen, Trustee Call 119.251 Acre Tract to a point in the East line of Randon Dyer Road (60 feet wide) for the Southwest corner of this 11.631 Acre Tract; said corner bears North  $83^{\circ} 25' 30''$  East - 0.56 feet from a 2 1/2 inch iron pipe found;

THENCE; North  $06^{\circ} 30'$  West - 1348.45 feet along the Easterly line of the existing right-of-way of Randon Dyer Road and along the East line of the Fort Bend County Call 0.15 Acre Tract being a 5 foot strip for road widening purposes (Volume 202, Page 70; Deed Records of Fort Bend County, Texas) to an iron pipe set in the intersection of the East right-of-way line of Randon Dyer Road and the South right-of-way line of Weeks Road for the Northwest corner of this tract;

THENCE; North  $83^{\circ} 30'$  East - 375.80 feet along the South right-of-way line of Weeks Road (60 feet wide) to the PLACE OF BEGINNING of and containing 11.631 Acres of Land.

EXHIBIT A

TRACT 2

A FIELD NOTE DESCRIPTION of 4.642 Acres of Land being the proposed State Highway No. 36 bypass crossing the original Frank Krolezyk Call 81.515 Acre Tract of Land (Volume 117, Page 543; Deed Records of Fort Bend County, Texas) being in the Brooks and Burleson Survey No. 3, Abstract No. 146, Fort Bend County, Texas.

FOR CONNECTION, begin at an iron pipe set by corner post found in the South line of Weeks Road (60 feet wide); said corner being the Northeast corner of the original Frank Krolezyk Call 81.515 Acre Tract; said corner marking the Northwest corner of the original William Polasek Call 70 Acre Tract (Volume 187, Page 446; Deed Records of Fort Bend County, Texas) and marking the Northwest corner of the Martha Polasek Tract No. 1 - 6.00 Acres (Volume 507, Page 419; Deed Records of Fort Bend County, Texas) of the Partition of said Polasek Call 70 Acres; THENCE; South  $83^{\circ} 30'$  West - 2109.91 feet along the South line of Weeks Road (60 feet wide) to an iron pipe set for the Northeast corner of and PLACE OF BEGINNING for this 4.642 Acre Tract;

THENCE; South  $06^{\circ} 30'$  East - 1347.76 feet along the East line of the proposed State Highway No. 36 bypass to an iron pipe set for the Southeast corner of this 4.642 Acre Tract; said corner being in the South line of said Call 81.515 Acre Tract and in the North line of the Jacob A. Cohen, Trustee Call 119.251 Acre Tract (Volume 631, Page 584; Deed Records of Fort Bend County, Texas);

THENCE; South  $83^{\circ} 25' 30''$  West - 150.00 feet along the Northerly line of said said Jacob A. Cohen, Trustee Call 119.251 Acre Tract to an iron pipe set for the Southwest corner of this 4.642 Acre Tract;

THENCE; North  $06^{\circ} 30'$  West - 1347.96 feet to an iron pipe set in the South right-of-way line of Weeks Road for the Northwest corner of this tract;

THENCE; North  $83^{\circ} 30'$  East - 150.00 feet along the South right-of-way line of Weeks Road (60 feet wide) to the PLACE OF BEGINNING of and containing 4.642 Acres of Land.

1631 302

EXHIBIT A

TRACT 3

A FIELD NOTE DESCRIPTION of 65.203 Acres of Land being a portion of the original Frank Krolezyk Call 81.515 Acre Tract of Land (Volume 117, Page 543; Deed Records of Fort Bend County, Texas) being in the Brooks and Burleson Survey No. 3, Abstract No. 146, Fort Bend County, Texas.

FOR CONNECTION, begin at an iron pipe set by corner post found in the South line of Weeks Road (60 feet wide) for the Northeast corner of and PLACE OF BEGINNING for this 65.203 Acre Tract; said corner being the Northeast corner of the original Frank Krolezyk Call 81.515 Acre Tract; said corner marking the Northwest corner of the original William Polasek Call 70 Acre Tract (Volume 187, Page 446; Deed Records of Fort Bend County, Texas) and marking the Northwest corner of the Martha Polasek Tract No. 1 - 6.00 Acres (Volume 507, Page 419; Deed Records of Fort Bend County, Texas) of the Partition of said Polasek Call 70 Acres;

THENCE; South  $06^{\circ} 28' 11''$  East, at 802.03 feet pass the centerline of a drainage ditch (50 foot wide drainage easement - Volume 337, Page 115; Deed Records of Fort Bend County, Texas), at 1117.0 feet along a fence line pass a  $3/4$  inch iron pipe found by corner post marking the Southwest corner of said Martha Polasek Call 6.00 Acre Tract and the original William Polasek Call 70.0 Acre Tract, in all 1345.0 feet to an iron pipe set for the Southeast corner of this 65.203 Acre Tract; said corner marking the Northeast corner of the Lyndon William Kurtz et al Call 120 Acre Tract (Volume 415, Page 495; Deed Records of Fort Bend County, Texas);

THENCE; South  $83^{\circ} 25' 30''$  West - 2109.20 feet along the Northerly line of said Lyndon William Kurtz, et al Call 120 Acre Tract, along the North line of the Jacob A. Cohen, Trustee Call 119.251 Acre Tract (Volume 631, Page 584; Deed Records of Fort Bend County, Texas) and along the South line of said Krolezyk tract to an iron pipe set for the Southwest corner of this 65.203 Acre Tract;

THENCE; North  $06^{\circ} 30'$  West - 1347.76 feet along the East line of the proposed State Highway No. 36 bypass (150 feet wide) to an iron pipe set in the South right-of-way line of Weeks Road for the Northwest corner of this 65.203 Acre Tract;

THENCE; North  $83^{\circ} 30'$  East, at 1221.18 feet pass the centerline of said drainage ditch, in all 2109.91 feet along the South right-of-way line of Weeks Road (60 feet wide) to the PLACE OF BEGINNING of and containing 65.203 Acres of Land.

## OFFICIAL RECORDS

1631 675

HENRY STEINKAMP, JR., INC.

Consulting Engineers

441 W. WINDY CREEK  
P. O. BOX 208  
ROSENBERG, TEXAS 77471HENRY STEINKAMP, JR.  
REGISTERED PUBLIC SURVEYOR  
FRANKLIN R. SCHROEDER  
REGISTERED PUBLIC SURVEYOR  
JAMES H. BUCHHEIM  
REGISTERED PROFESSIONAL ENGINEER  
JAMES L. SVYTAK, III  
REGISTERED PUBLIC SURVEYOR712/243-2242  
712/243-0826

November 1, 1984

A Field Note Description of 4.63± Acres of Land, more or less, for road purposes out of the Frank Krolczyk 81.515 Acre Tract (Vol. 117, Pg. 542; Deed Records and Vol. 107, Pg. 728; Probate Records), Brooks & Burlison Survey No. 3, Abstract #166, Fort Bend County, Texas.

For Connection Begin at the Northwest corner of said Krolczyk Tract in the intersection of the South line of Weeks Road and East line of Randon Dyer Road (60 feet wide); THENCE, North 83° 30' East, 396.0 feet to the Northwest corner of said Place of Beginning for this Tract;

THENCE, North 83° 30' East, 150.0 feet along the South line of Weeks Road to corner;

THENCE, South 6° 30' East, 1344.47± feet along a line 471.0 feet East of and parallel to the centerline of Randon Dyer Road to the Southeast corner of this Tract;

THENCE, South 83° 26' 40" West, 150.0 feet along the North line of the Jacob Cohen Tract to corner;

THENCE, North 6° 30' West, 1344.62 feet to the Place of Beginning.

Note: Not a field survey, based on available information.

*Franklin R. Schroeder*  
Registered Public Surveyor #1535

EXHIBIT "B"

**KELLY R. KALUZA & ASSOCIATES, INC.**

Consulting Engineers & Surveyors  
 1605 Parkway Boulevard • Sugar Land, Texas 77478  
 (713) 491-1550

March 12, 1985

A FIELD NOTE DESCRIPTION of 4.641 Acres of Land being the proposed State Highway No. 36 bypass crossing the original Frank Krolezyk Call 81.515 Acre Tract of Land (Volume 117, Page 543; Deed Records of Fort Bend County, Texas) being in the Brooks and Burleson Survey No. 3, Abstract No. 146, Fort Bend County, Texas.


FOR CONNECTION, begin at an iron pipe set by corner post found in the South line of Weeks Road (60 feet wide); said corner being the Northeast corner of the original Frank Krolezyk Call 81.515 Acre Tract; said corner marking the Northwest corner of the original William Polasek Call 70 Acre Tract (Volume 187, Page 446; Deed Records of Fort Bend County, Texas) and marking the Northwest corner of the Martha Polasek Tract No. 1 - 6.00 Acres (Volume 507, Page 419; Deed Records of Fort Bend County, Texas) of the Partition of said Polasek Call 70 Acres; THENCE; South  $83^{\circ} 30'$  West - 2109.91 feet along the South line of Weeks Road (60 feet wide) to an iron pipe set for the Northeast corner of and PLACE OF BEGINNING for this 4.641 Acre Tract;

THENCE; South  $07^{\circ} 21' 31''$  East - 1347.88 feet along the East line of the proposed State Highway No. 36 bypass to an iron pipe set for the Southeast corner of this 4.641 Acre Tract; said corner being in the South line of said Call 81.515 Acre Tract and in the North line of the Jacob A. Cohen, Trustee Call 119.251 Acre Tract (Volume 631, Page 584; Deed Records of Fort Bend County, Texas);

THENCE; South  $83^{\circ} 25' 30''$  West - 150.00 feet along the Northerly line of said said Jacob A. Cohen, Trustee Call 119.251 Acre Tract to an iron pipe set for the Southwest corner of this 4.641 Acre Tract;

THENCE; North  $07^{\circ} 21' 31''$  West - 1348.08 feet to an iron pipe set in the South right-of-way line of Weeks Road for the Northwest corner of this 4.641 Acre Tract;

THENCE; North  $83^{\circ} 30'$  East - 150.00 feet along the South right-of-way line of Weeks Road (60 feet wide) to the PLACE OF BEGINNING of and containing 4.641 Acres of Land.

  
 Kelly R. Kaluza, R.P.S. #1943



*See*

8

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF PAGE-

TO (OWNER): Fort Bend County Precinct #3  
1809 Eldridge  
Sugarland, Texas 77478

PROJECT: Maintenance Facility

APPLICATION NO: 005

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM (CONTRACTOR): Drymalla Construction Co., INC.(ARCHITECT):  
P.O. Box 698  
Columbus, Texas 78934

PERIOD TO: 2-28-86  
ARCHITECT'S PROJECT NO: 2399

CONTRACT FOR:

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

### CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	\$ 4,270.00	\$ 1,838.00
Approved this Month		
Number	Date Approved	
TOTALS \$ 2,432.00		

1. ORIGINAL CONTRACT SUM ..... \$ 171,000.00
2. Net change by Change Orders ..... \$ 2,432.00
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 173,432.00
4. TOTAL COMPLETED & STORED TO DATE ..... \$ 171,982.00  
(Column G on G703)
5. RETAINAGE:
  - a. 5 % of Completed Work \$ 8,599.10 \$ 222.92  
(Column D + E on G703)
  - b.      % of Stored Material \$       
(Column F on G703)

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 amount 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: DRYMALLA CONSTRUCTION COMPANY, INC.

By: *Drymalla Construction*

Date: 2/22/86

State of: Texas County of: Colorado  
 Subscribed and sworn to before me this 27 day of Feb. 19 86  
 Notary Public: *Patricia Ann Sanchez*  
 My Commission expires: 12-30-89

## 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.

AMOUNT CERTIFIED ..... \$ 171,982.00  
 (Attach explanation if amount certified differs from the amount applied for.)

By: *Patricia Ann Sanchez* Date: 2/22/86  
 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.

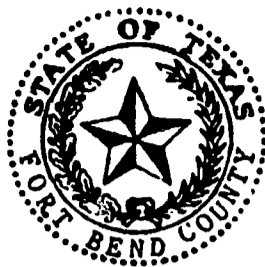
00906

9

FORT BEND COUNTY JUVENILE PROBATION DEPARTMENT

0030

STERLING MOORE  
ACTING CHIEF JUV. OFFICER  
MARCIE HALL  
Juvenile Officer  
STEPHEN MACKO  
Juvenile Officer  
CHARLES BLOSSOM  
Service Coordinator



KATHY DAVIS  
Juvenile Officer  
ANTONIO RAMIREZ  
Juvenile Officer  
ROSE HERNANDEZ  
Juvenile Officer  
MARY PHILLIPS  
JUV. OFFICER

307 South Fort  
Richmond, Texas 77469  
713-341-4423

March 3, 1986

Judge Jodie Stavinoha  
County Judge  
County Annex  
Richmond, Texas 77469

RE: Interlocal Agreement between  
Fort Bend County and Jackson County.

Dear Judge Stavinoha:

I have read the attached contract and it does meet all the necessary specifications of the Texas Juvenile Probation Commission.

Thank you for your consideration in this matter.

Respectfully,

*Sterling Moore /sm*  
Sterling Moore  
Acting Chief

SM/rem

ATTACHMENT

THE STATE OF TEXAS :  
 COUNTY OF FORT BEND :

0030

INTERLOCAL AGREEMENT BETWEEN  
 THE COUNTY OF FORT BEND AND  
 THE COUNTY OF JACKSON

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of Jackson, hereinafter referred to as "Jackson".

WHEREAS, Jackson desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Jackson has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist Jackson 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 Jackson 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 Jackson monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Jackson 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 Jackson, 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 Jackson 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 Jackson (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 Jackson 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 week-ends 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 Jackson 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 juveniles 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.

SIGNED this 24<sup>th</sup> day of Feb, 1986.

THE COUNTY OF Jackson, TEXAS  
[Signature]  
Jackson, County Judge

ATTEST:

[Signature]  
Jackson, County Clerk

SIGNED this 10 day of March, 1986.

THE COUNTY OF FORT BEND, TEXAS  
[Signature]  
Fort Bend, County Judge

ATTEST:

[Signature]  
Fort Bend, County Clerk

APPROVED AS TO FORM:  
[Signature]  
Sterling Moore, Acting Chief  
DATE: 3-3-86

#10

00909



**FORT BEND  
CENTRAL APPRAISAL DISTRICT**

Drawer A  
Rosenberg, Texas 77471  
Phone (713) 232-5232 • Houston Line 342-5256

0030

MAR 0 1986

February 28, 1986

TO: TAX ASSESSOR/COLLECTOR  
FROM: TED SIWIERKA, ASSISTANT CHIEF APPRAISER

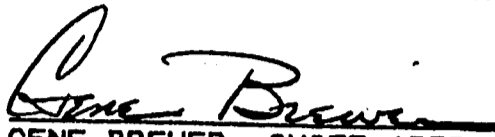
Please be advised that I am now in receipt of all levy amounts from all taxing entities and have calculated the assessments for each entity using the current 1986 levy.

The first two quarters you were billed at a rate that reflected your 1985 levy amount against the CAD 1985 budget.

This third quarter billing is calculated to adjust for your 1986 levy amount and the CAD 1986 budget.

## NOTICE OF PUBLIC MEETING

PERSUANT TO SECTION 3A OF ARTICLE 6252-17, V. T. C. S., NOTICE IS HEREBY GIVEN THAT THE FORT BEND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS WILL BE CONVENED IN A REGULAR MEETING AT 5:30 P. M. ON TUESDAY, MARCH 4, 1986, AT 914 FROST STREET, ROSENBERG, TEXAS, FOR CONSIDERATION OF THE FOLLOWING AGENDA.

  
GENE BREWER, CHIEF APPRAISER

AGENDA

- I. CALL TO ORDER.
- II. EXECUTIVE SESSION.
  - A. CONSIDERATION OF LEGAL MATTERS AND BUILDING LEASE.
- III. TAKE SUCH ACTION AS WARRANTED BY EXECUTIVE SESSION.
- IV. ADJOURN MEETING.

FORT BEND C. A. D.  
NOTICE OF QUARTERLY PAYMENT

00911

ISSUING ENTITY PAYING SCHEDULE	PRINCIPLE AMOUNT DUE	DAYS PAST DUE (C)	TOTAL AMOUNT DUE (D)	INTEREST DUE	FIVE PERCENT PENALTY
FORT BEND COUNTY (GENERAL FUND)	\$56,076.00	30	\$59,363.74	\$483.94	\$2,803.80
		29	\$59,347.61	\$467.81	\$2,803.80
		28	\$59,331.48	\$451.68	\$2,803.80
		27	\$59,315.34	\$435.54	\$2,803.80
		26	\$59,299.21	\$419.41	\$2,803.80
		25	\$59,283.08	\$403.28	\$2,803.80
		24	\$59,266.95	\$387.15	\$2,803.80
		23	\$59,250.82	\$371.02	\$2,803.80
		22	\$59,234.69	\$354.89	\$2,803.80
		21	\$59,218.56	\$338.76	\$2,803.80
		20	\$59,202.42	\$322.62	\$2,803.80
		19	\$59,186.29	\$306.49	\$2,803.80
		18	\$59,170.16	\$290.36	\$2,803.80
		17	\$59,154.03	\$274.23	\$2,803.80
		16	\$59,137.90	\$258.10	\$2,803.80
		15	\$59,121.77	\$241.97	\$2,803.80
		14	\$59,105.64	\$225.84	\$2,803.80
		13	\$59,089.50	\$209.70	\$2,803.80
		12	\$59,073.37	\$193.57	\$2,803.80
		11	\$59,057.24	\$177.44	\$2,803.80
		10	\$59,041.11	\$161.31	\$2,803.80
		9	\$59,024.98	\$145.18	\$2,803.80
		8	\$59,008.85	\$129.05	\$2,803.80
		7	\$58,992.72	\$112.92	\$2,803.80
		6	\$58,976.58	\$96.78	\$2,803.80
		5	\$58,960.45	\$80.65	\$2,803.80
		4	\$58,944.32	\$64.52	\$2,803.80
		3	\$58,928.19	\$48.39	\$2,803.80
		2	\$58,912.06	\$32.26	\$2,803.80
		1	\$58,895.93	\$16.13	\$2,803.80

\*\*\*\*\*  
\*\*\*DUE DATE\*\*\*  
APRIL 1, 1986

ADD 1 DAY PAST DUE  
FOR EACH CALENDAR DAY  
UNTIL PAYMENT IS  
MAILED & POSTMARKED

START AT THE BOTTOM  
OF COLUMN C AND MOVE  
UPWARD TO THE APPRO-  
PRIATE NUMBER OF PAST  
DUE DAYS TO FIND THE  
AMNT. OF PAYMENT DUE  
IN COLUMN D.

\*\*\*\*!!!START HERE>>> , >>>, !!!>>

DATE INVOICE MAILED>

\*\*\*\*\*

POST MARK DATE OF  
PAYMENT----->>

\*\*\*\*\*

DATE PAYMENT RE-  
CEIVED----->>

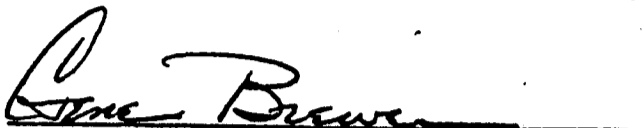
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SIGNATURE: ASST C. A.

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## NOTICE OF PUBLIC MEETING

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GENE BREWER, CHIEF APPRAISER

AGENDA

- I. CALL TO ORDER.
- II. EXECUTIVE SESSION.
  - A. CONSIDERATION OF LEGAL MATTERS AND BUILDING LEASE.
- III. TAKE SUCH ACTION AS WARRANTED BY EXECUTIVE SESSION.
- IV. ADJOURN MEETING.

FORT BEND C. A. D.  
NOTICE OF QUARTERLY PAYMENT

00913

TAXING ENTITY DATE PAYING SCHEDULE	PRINCIPLE AMOUNT DUE	DAYS PAST DUE (C)	TOTAL AMOUNT DUE (D)	INTEREST DUE	FIVE PERCENT PENALTY
FORT BEND COUNTY LATERAL ROAD F. C.	\$5,438.00	30	\$5,756.83	\$46.93	\$271.90
		29	\$5,755.26	\$45.36	\$271.90
		28	\$5,753.70	\$43.80	\$271.90
		27	\$5,752.13	\$42.23	\$271.90
***** ***DUE DATE***		26	\$5,750.57	\$40.67	\$271.90
APRIL 1, 1986		25	\$5,749.00	\$39.10	\$271.90
		24	\$5,747.44	\$37.54	\$271.90
		23	\$5,745.88	\$35.98	\$271.90
ADD 1 DAY PAST DUE FOR EACH CALENDAR DAY UNTIL PAYMENT IS MAILED & POSTMARKED		22	\$5,744.31	\$34.41	\$271.90
		21	\$5,742.75	\$32.85	\$271.90
		20	\$5,741.18	\$31.28	\$271.90
		19	\$5,739.62	\$29.72	\$271.90
		18	\$5,738.05	\$28.15	\$271.90
START AT THE BOTTOM OF COLUMN C AND MOVE UPWARD TO THE APPRO- PRIATE NUMBER OF PAST DUE DAYS TO FIND THE AMNT. OF PAYMENT DUE IN COLUMN D.		17	\$5,736.49	\$26.59	\$271.90
		16	\$5,734.92	\$25.02	\$271.90
		15	\$5,733.36	\$23.46	\$271.90
		14	\$5,731.80	\$21.90	\$271.90
		13	\$5,730.23	\$20.33	\$271.90
		12	\$5,728.67	\$18.77	\$271.90
		11	\$5,727.10	\$17.20	\$271.90
		10	\$5,725.54	\$15.64	\$271.90
		9	\$5,723.97	\$14.07	\$271.90
		8	\$5,722.41	\$12.51	\$271.90
		7	\$5,720.85	\$10.95	\$271.90
		6	\$5,719.28	\$9.38	\$271.90
		5	\$5,717.72	\$7.82	\$271.90
		4	\$5,716.15	\$6.25	\$271.90
		3	\$5,714.59	\$4.69	\$271.90
		2	\$5,713.02	\$3.12	\$271.90
****!!!START HERE>>> ,>>>,!!!.>>		1	\$5,711.46	\$1.56	\$271.90

DATE INVOICE MAILED>  
\*\*\*\*\*

POST MARK DATE OF  
PAYMENT----->>  
\*\*\*\*\*

DATE PAYMENT RE-  
CEIVED----->>  
\*\*\*\*\*

SIGNATURE: ASST C. A.  
-----

## The University of Texas Medical Branch at Galveston

Medical School  
 Graduate School of Biomedical Sciences  
 School of Allied Health Sciences  
 School of Nursing

Marine Biomedical Institute  
 Institute for the Medical Humanities  
 UTMB Hospitals at Galveston



0030

February 25, 1986

Honorable Jody Stavinoha  
 P.O. Box 368  
 Richmond, TX 77469

Honorable Judge Stavinoha:

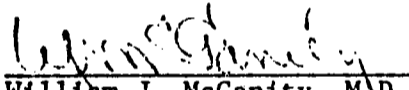
The University of Texas Medical Branch is intending to proceed with the application process called for in the Request for Proposal for the Maternal and Infant Health Improvement Act Program to serve the indigent of PHR 11. Inclusive of course is Fort Bend county women in need.

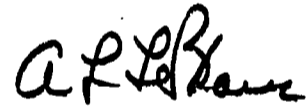
In order for The University of Texas Medical Branch to complete the requirement for its grant application a cooperative arrangement or agreement in the form of a letter is necessary. This will serve to document that "networking" between The University of Texas Medical Branch and Fort Bend county exists.

For your information from 1982 to 1985 over 1010 women were delivered at The University of Texas Medical Branch from Fort Bend county.

For your convenience a sample Letter of Agreement is attached. Please provide us with an answer as soon as possible.

With kindest regards,

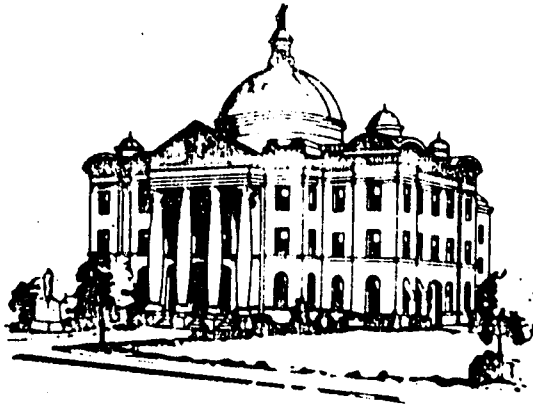
  
 William J. McGanity, M.D.  
 Jennie Sealy-Smith Professor  
 and Chairman

  
 A. L. LeBlanc, M.D.  
 Vice President for  
 Hospital Affairs

WJM/bj

This is the system under which we  
 are presently operating through  
 OEPD, YES

Office of  
*Jodie E. Stavinoha*  
 County Judge



P. O. Box 868  
 Richmond, Texas 77469  
 (713) 842-8411

Richmond, Texas  
*County of Fort Bend*

March 11, 1986

Dr. William J. McGanity  
 University of Texas Medical Branch  
 Dept. of Obstetrics & Gynecology  
 Galveston, Texas 77550

Dear Dr. McGanity:

This letter is to serve as a cooperative agreement with The University of Texas Medical Branch and Fort Bend County. If The University of Texas Medical Branch is funded by the Maternal and Infant Health Improvement Act Program, UTMB will provide the following services to the residents of Fort Bend County:

1. Outpatient consultation services for high-risk maternity patients;
2. Outpatient specialized diagnostic services for the high-risk maternity patients;
3. Stabilization of high-risk maternity patients;
4. Intrapartum (delivery) care for the eligible high-risk patient at UTMB-Galveston;
5. Neonatal care for the normal infants delivered by eligible high-risk patients; and
6. Intensive neonatal care for infants delivered by eligible high-risk patients.

Fort Bend County understands that a formal agreement will need to be negotiated following notice to UTMB that it is the prime contractor for the Fort Bend service area.



00916

Dr. William J. McGanity

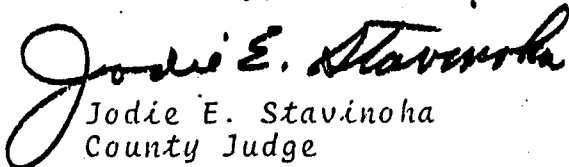
March 11, 1986

Page Two

0030

The above listed services are currently provided by UTMB to high-risk medically indigent obstetrical patients through prior arrangements. This system has been functioning for several years. Because we recognize that UTMB offers high-risk women the obstetrical care they need, we wish to continue care for these women.

Sincerely,

  
Jodie E. Stavinoha  
County Judge

JES:nl

13. 10:00 A.M.-HOLD PUBLIC HEARING TO CHANGE NAMES OF FINNEY ROAD TO VALLET ROAD AND LEMKE ROAD TO FENSKE ROAD:

A petition was presented to rename Finney Road to Vallet Road.

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to rename FINNEY ROAD to FINNEY-VALLET ROAD. (Recorded in minutes in full)

Willie Vallet, Marvin Geick and Sharon Vallet Wallingford spoke in favor of changing Finney Road to Vallet Road.

A petition was presented to rename Lenke Road to Fenske Road.

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to change LEMKE ROAD to FENSKE LANE. (Recorded in minutes in full)

Mr. Clarence Fenske spoke in favor of renaming Lenke Road to Fenske Lane.

14. CONSIDER ADVERTISING FOR BIDS FOR THE FOLLOWING: (1) MOWING OF COUNTY RIGHTS-OF-WAY (2) REPAIRS TO FD-20 BULLDOZER FOR DRAINAGE DISTRICT (3) BOOK CONTRACT FOR HIGH-DEMAND BOOKS FOR LIBRARY (4) EXCAVATION ON RABBS BAYOU (5) TWO-WAY RADIOS FOR FORT BEND COUNTY (6) ONE OR MORE MICROCOMPUTERS FOR VARIOUS COUNTY DEPARTMENTS :

Advertise for bids for mowing of county rights-of-way:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for mowing of county right-of-way.

Advertise for bids for repairs to FD-20 bulldozer for Drainage District:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for repairs to FD-20 bulldozer for Drainage District.

Advertise for bids for book contract for high-demand books for library :

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for book contract for high-demand books for library.

Advertise for bids for excavation on Rabbs Bayou:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for excavation on Rabbs Bayou.

Advertise for bids for two-way radios for Fort Bend County:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for two-way radios - specs to be approved by Commissioners' Court prior to bid.

Advertise for bids for one or more microcomputers for various County departments ;

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for one or more microcomputers for various County departments.

March 10<sup>th</sup> 10 AM

PETITION TO CHANGE COUNTY ROAD NAME

Finney Vallet Rd

People's Petition to change FINNEY ROAD to VALLET ROAD.

Page 6 of Classification and Appraisement Record for school land in Fort Bend County, State of Texas, shows that Section 6 certificates of the H & T.C. Railroad Survey was awarded to ALEX VALLET on December 15, 1882.

WILLIAM VALLET presently owns that section, which includes 100 acres that was previously owned by Lothar Finney.

The road is three (3) miles in length and the section presently owned by WILLIAM VALLET has one (1) mile of frontage. The road has been referred to as VALLET ROAD on maps and orally by numerous oil and gas pipeline companies in the past.

Lothar Finney who never married died in 1962. All relatives of his are also deceased.

We petition Commission's Court to change FINNEY ROAD to VALLET ROAD.

Margaret D. Worthy	<del>Lothar Finney</del>
Bobby J. Worthy	Paul W. Worthy
Clarence A. Fenske	June W. Fenske
Mrs. Clarence A. Fenske	
Mrs. Anna Kocurek	Sharon Kocurek
Frank Kocurek	Fredie Kocurek
Sanjuana Morales	Olga Kocurek
Ignacio Morales	Willie Vallet
Ronald Kraesche	Annie Vallet
Shirley Kraesche	
Neghest L. Kraesche	
Jinda Kraesche	
Harry Ludwig	
Jane Ludwig	

Request Change LEMKE TO FENSKE RD. #13

cc: Larry Wagenbach  
Pct. 1 J. Rustka

00919

March  
10 10 AM

Request for road name change.

0030

changed to  
Fenske Rd.

This is a request by me (Michael W. Fenske) and the people on the enclosed petition to take the necessary steps to change what is now called "Lemke Rd" to "Old Fenske Rd."

Exhibit I is the petition

Exhibit 2-9 is a very limited sampling of listings as shown in the Fort Bend Telephone book (1952-1958). These listings show that both "Reek Rd" and "Lemke Rd" were called "Old Fenske Rd" for those years as shown. I believe that upon further investigation the same listings would be evident in the 1940's, 1960's and to a limited extent in the 1970's. This sampling is limited to those years because they were the only ones available to me at the Fort Bend County library.

Exhibit 10 ~~and this~~ is a copy of the book "Fort Bend County Sesquicentennial" which shows the "Fenskies" lived in the

Needville area prior to the 1900's.  
 Exhibit 11 shows W.W. Jencke  
 bought land from the state of  
 Texas to benefit free school  
 fund on July 10, 1892.

Exhibit 12 shows the Jencke  
 property as having the greatest  
 frontage on the Road in question.  
 Also, you will notice an offset  
 in the road where the "W.W.  
 Jencke" and "L. Jencke" properties  
 coexist with the road.

The Commissioner Court minutes  
 of June 8, 1931 reflects a request  
 for compensation for an additional  
 20 ft of right of way and the  
 right of way deed from Emma  
 Miller and Ella Hdag (descendants  
 of George Jencke) ~~was~~ verify this  
 necessity of acreage of 20 ft.  
 more than the other landowners.  
 for straightening and widening  
 "Jencke Rd" in 1931.

Exhibit 13 shows on May 11,  
 1931 a jury of five report on  
 awarding "Jencke Term" approval.

of this report was discussed in the next regular meeting to allow for time to secure right of way deeds on said road.

Exhibit 14 on June 8, 1931 shows that the Smoke's requested payment as a result of having to give an additional 20 ft. of right of way necessary to straighten the road.

Exhibit 15 on July 13, 1931 deeds were obtained to divide "Smoke Farm" by simply paying for a new fence for tenant Peter Valtet.

Exhibit 16 - Right of way deed for the "Smoke Rd" from Kordink and wife to Fort Bend County on August 15, 1931

Exhibit 17 - Right of way deed for the "Smoke Rd" from Joe Paulin and wife to Fort Bend County on August 31, 1931.

Exhibit 18 - Right of way deed for the "Smoke Rd" from Fred

W. Skawe and wife (formerly Selma Jenke) to Just Bond County on June 5, 1931.

Exhibit 19 - Right of Way Deed for the "Jenke Rd" from Louis Jenke to Just Bond County on June 8, 1931.

Exhibit 20 Right of way Deed for the "Jenke Rd" from Albert Berger and wife (formerly Emmy Jenke) to Just Bond County on June 8, 1931.

Exhibit 20 (page 2-3) - Right of way Deed for the "Jenke Rd" from Herman Jenke and wife to Just Bond County on June 29, 1931.

Exhibit 21 Right of way Deed for "Jenke Rd" from Linda Novak to Just Bond County on June 29, 1931.

Exhibit 22 - Right of Way Deed for the "Jenke Rd" from Emma Miller (formerly Emma Jenke) and Ella (formerly Ella Jenke) to Just Bond County on June 29, 1931. This was 5.227 acres which was necessary.

to straighten "Jenski Rd" as Commissioners  
 Courts Minutes reflected.

Exhibit 23 (page 1-2) Right of  
 way deed for the "Jenski Rd" from  
 Veronica Boricek and husband  
 to Lee Bond County on June 29, 1931.

These right-of-way deeds show  
 that in 1931, 40% of the land  
 needed to straighten and widen  
 "Jenski Rd" was donated by the  
 Jenski family. The Komke  
 family donated 2% of the total  
 as shown by these deeds to  
 widen "Jenski Rd".

Postmaster at Nashville  
 Paper a name change now as  
 opposed to later because they  
 are currently changing from  
 the old system of route and box  
 numbers to H&P numbers  
 and road names.

In conclusion: I believe  
 that in 1939 a company was  
 hired to do a study on the  
 condition of Lee Bond County



roads. As a result of a typographical error on the firm's behalf and a resulting map which was made for this study the foundation was laid for errors to begin. Although the wrong name was there for many years, I don't believe until the 1970's when road signs were ~~erected~~ <sup>erected</sup> was the name of the road gradually changed by newcomers of the area who assumed this was "Lonske Rd" because that's what the sign said.

Therefore I ask you to accept this as verification of the true name of the road in question as "Old Lonske Rd."

Respectfully,  
Michael Lonske

12-31-85

To the Commissioners of Ft Bend County:

The undersigned people hereby assert that what is now called "Zimke Rd" was and still should be called "Old Fenske Rd".

We respectfully request that the necessary steps be taken to correct this mistake.

1. Michael W. Fenske, Needville, Texas
  2. James M. Fenske Needville TX 77461
  3. Clarence A Fenske Rt 2 Needville, Tex 77461
  4. Albert Lee Cynorkie Rt 1 Box 2286 Rosenberg, Tex
  5. D. G. Vallet Rt 2 - Box 2475 Needville, Tex
  6. Luth E. Vallet Rt 2 Box 2475 Needville
  7. Durain Cynorkie Rt 1 Box 2286 Rosenberg
- Leo Ernest Fenske  
 M. E. Reek  
 Mrs M. E. Reek  
 Willie Vallet  
 Annie Vallet  
 M J Fenske RT 1 Box 137 ROSENBERG

00926

"Old Fenske Rd" Petition (continued)

Adolph Novak  
Bettie Novak

# ROSENBERG, TEXAS 1952

## LIST OF TELEPHONE SUBSCRIBERS

Abramski Lige r 2916 Av K.....556-J  
 Abschneider Chas Highland Acres.....839-J  
**ABSCHNEIDER & LOGNION PHILLIPS 66**  
**SERV STA 1115 Av H.....9582**  
 Adams A E r 1901 Av D.....446  
 Adkins Ruby Mrs r 907 Mulcahy.....329  
 Adkins W S 729 Damon.....1454  
 Adkins W S Jr 1712 Texas Av.....412-J  
 Aguilar Robt Jr 2005 Av D.....966  
 Aguilar Robt Sr 608 Carlisle.....614-W  
 Ainsworth J S 1211 4th.....139-W  
 Albrecht L D r 1117 Austin.....691  
 Albrecht Marvin H r Needville Hwy.....500-W-2  
 Albright Ervin J r 1610 Brazos.....773-J  
 Albright Ervin W r.....875-W-4  
 Albright J B 1701 West.....1027-J  
 Albright John 727 Lloyd.....1481-W  
 Alegria Martha 4211 Av H.....1095-W  
 Alexander Edith Mrs 1617 Carlisle.....227-W  
 Alexander J D Sally Ann Dr.....1288-J  
**ALL STATES COURT 2316 Av H.....285**  
 Allison Claude J 1119 San Jacinto.....936-W  
 Allison T E res.....790-J-1  
 Allison W B r Hwy 36.....674-J-1  
**ALLWRIGHT & W machine shop 2020 Av H.....94**  
 Allwright J C r 2206 Av M.....969-W  
 Almanza Joe Wharton Hwy.....266-W-4  
 Alphin D H Mrs r 1109 2nd.....835-W  
 Althaus Henry r 4 Horace Mann Av.....618-J  
 Alvey B F Highland Acres.....847-J-2  
 Amey Helen 500 Mulcahy.....1063-W  
 Amey Sylvester I r 209 4 St.....537-W  
 Amman F E Dr ofc 904 3rd.....414  
 Amman F E Dr 1120 Mulcahy.....627  
 Amy Repr Shop 221 5th.....140  
 Anders A J r 2617 Av G.....356  
 Anderson Adolph r Orchard Hwy.....444-J-4  
 Anderson Alfred r 7 Horace Mann Av.....618-W  
 Anderson E A r Highland Acres.....58-J  
 Anderson Mary r 500 Brazos.....431-J  
 Anderson T F r 1012 Mulcahy.....970-J  
 Anderson Travis r 820 8th.....1087-W  
 Anding Henry 1904 Av M.....814-W  
 Andrews V E 1113 Frost.....545-W  
 Ansel Wm r 1200 Houston.....686  
 Antrich Rudy.....445-W-1  
 Applegate R V 1220 2nd.....342  
 Armour Nina Mrs 1504 West.....519-J  
 Arnold Mortense I Mrs 916 Jenneta.....558-W  
 Arredondo Carlos 1515 Av D.....346-W  
 Arredondo Fura Co 512 3rd.....1074  
 Arrington A L Jr r 1100 Damon.....610-J  
 Arrington Arthur L Sr 1122 Alamo.....33  
 Ashley Edna r 1900 Av M.....766  
 Ashley M L 1413 Damon.....1105-J  
 Ashley S W 1415 6th.....1077-J  
 Assembly of God Church.....993-W  
 Associated Sales Internatl Richmond Hwy.....1018  
 Atkinson B F 1601 Frost.....519-W  
 Atkinson B M r 2512 Av G.....386  
**Audiphone Co Mellie Esprsn Bg Houston Tex**  
**(Toll Call) Charter 4-1809**  
 Autrey W S r 233 4 St.....537-J  
 Avis Marian E Fulshear.....866-J-4  
 Axiel Drive In 2008 Av C.....9588  
 Axiel Eugene r 2008 Av C.....1078-W

**B**

Babovec Edmund J 1305 Av L.....1246-J  
 Babovec John 918 Mulcahy.....367-W  
 Bailey C L r 1121 Carlisle.....29  
 Bailey Jack M Contr ofc Simonton.....863-W-4  
 Res Highland Acres.....546-J  
 Bailey Joe N r 1218 Carlisle.....125  
 Bailey Joe N Jr r 1215 Mulcahy.....452  
**BAILEY'S FEED STORE 1521 Av G.....1140**

**BAILEY'S GROCER / & MARKET 1916 Av G.....25**  
 Bain Jas L Needville Hwy.....843-W-4  
 Baker B W 1213 7.....1116-W  
 Baker C A 3117 Av I.....459  
 Baker H Cecil ofc 2523 Av H.....22  
 Baker H Cecil r 2701 Av G.....594  
**BAKER'S FENCING SUPPLIES 3117 Av I.....459**  
 Balcerowicz Walter r 1701 6th.....409-J  
 Balderas John 2307 Av B.....1549-W  
 Balke J W Dr r 1400 3rd.....76  
 Band Ahvena Mrs r Hwy 36.....673-W-2  
 Band Gilbert r Band Rd.....667-W-1  
 Band Louis r Band Rd.....667-W-3  
 Band Max Jr r Needville Hwy.....844-J-2  
 Bandy Ruby 1308 Av H.....1084-J  
 Banfield N O r 1410 Mulcahy.....692  
 Banfield Neil A r 1418 Mulcahy.....622-J  
 Barak Joe F r 1600 5th.....89-J  
 Barcak Alfred r Lane Air Pk.....840-W-3  
 Barcak John r Pleak Fairchild Rd.....670-J-3  
 Barger J W 1205 Louise.....1398-J  
 Barnes Ella r 207 5th.....948-W  
 Barnes J T Grocery.....9528  
 Barta I H r.....661-J-4  
 Bartos Frank r 2420 Av M.....522-J  
 Bartosh Annie M r 809 6th.....945-J  
 Basilian Fathers 514 Carlisle.....583  
 Bass N I r 1310 Carlisle.....47  
 Bast I A Rev 501 4th.....1003  
 Batson Lee R Sally Ann Or.....905-J  
 Baxter Martha 1012 Brazos.....1356-W  
 Beard L R r Highland Acres.....58-W  
 Beard R L r.....840-W-1  
**BEARD'S PAINT & WALLPAPER 1401 1st.....469**  
 Beavers Earnest 1413 Av H.....9562  
**BECERRA'S GROC 500 2nd.....584**  
 Bednarek Agnes M 1017 Lawrence.....1079-W  
 Beetner Eddie r 1800 1 St.....538-W  
 Behrens Ben Rev 1126 4th.....286  
 Beimbink R H 1405 Frost.....1183-J  
 Bellah Artlst 513 Jenneta.....1134-W  
 Bennett Mae.....846-J-3  
 Bentley Carl B r.....866-J-2  
 Benton Butler r.....444-W-4  
 Benton E J 1522 5th.....1008-J  
 Benton E P r 1736 4th.....955-W  
 Benton Edgar A 1709 7th.....1373  
 Benton G C ofc 2523 Av H.....22  
 Benton G C r Orchard Hwy.....444-W-3  
 Benton Tile Co 1710 Av G.....903  
 Berg Geophys Co 1911 Av G.....899  
 Berger Albert Old Fenski Rd.....664-W-1  
 Berger Arthur J 2206 Av J.....852-W  
 Berkman H Groc Simonton.....863-J-4  
 Berkman J r 1118 McArthur St.....376  
 Berkman's Grocery 1919 Av G.....370  
 Bernshausen Harry C r Big Creek.....672-J-3  
 Berry Hugh Simonton.....860-W-4  
 Berry S L.....846-W-1  
 Beseda Henry E Rev 1400 Louise.....507-W  
 Bessel Theo 1807 Av L.....617-J  
 Betancur Eustaquad 421 1st.....811-W  
 Bettin Jeanetta 1727 6th.....802-J  
 Bettin Paul Jr 3009 Av I.....422-W  
 Bezecny Eddie Mrs r 1112 Ward St.....363-W  
 Bezecny Emil r 1700 Av L.....282  
 Bezecny George Mrs r 1215 5th.....998-W  
 Bezecny J W r 2516 Av I.....1098-W  
 Bialas Louis John.....665-W-3  
 Bischoff Edw 1217 Georgina.....1064-W  
 Blackwell E L 2510 Av F.....1352  
 Blaha Albina Mrs 804 6th.....1169-J  
 Blaha Alfred 1401 Av I.....493-J  
 Blase Arthur H r 2626 Av G.....657-J  
**BLASE DRY GOODS STORE 911 3rd.....271**  
 Blase Henry Mrs r Cottonwood Rd.....665-J-3  
 Blase Herbert r 1201 San Jacinto.....134

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9 7th	Northfld 2-3164	Graves Alice 1032 Timberlane Dr	Northfld 2-4640
Garrosu Walter 2822 Richmond Rd	Northfld 2-4866	Graves Louise 1032 Timberlane Dr	Northfld 2-4640
Garrett Herbert M Klauke Addn	Northfld 2-2104	Gray J A 1208 8th	Northfld 2-4450
Garrett L R Gary 1511 Louise	Northfld 2-2159	Gray Jim	Northfld 2-4919
Gary M E Klauke Addn	Northfld 2-4127	Grayless J W 202 Grayless	Montrose 2-2127
Garza Hope Rosenberg-Richmond Hwy	Northfld 2-2190	Grayless Lee 405 Union	Montrose 2-5144
Garza Lupe	Northfld 2-3216	Grayless Lee Pibg & Elec 110 N 7	Montrose 2-3882
Garza's Drive Inn Richmond Hwy	Northfld 2-2981	Great American Health & Life Ins Co	
Gasch Nellie M Pleak	Northfld 2-3940	1921 Ave H	Northfld 2-2503
GASSAWAY J C SR contr 1520 7th	Northfld 2-3947	Green Cattle Co Simonton	Northfld 2-5052
Gaston Curtis 512 N 3	Northfld 2-2184	Green Eva Mae 1100 Ervin	Montrose 2-4485
Gaston R L 1209 Winston Dr	Montrose 2-3513	Green S R 2523 Ave F	Northfld 2-4689
Gaston Raymond Grayless	Montrose 2-2623	Green Virginia 401 2nd	Northfld 2-5166
Gaston Raymond Jr Edgewood Addn	Montrose 2-3590	Greenberg Chas 1126 Alamo	Northfld 2-4125
Gates Agnes Booth Booth	Montrose 2-2549	Greenfield Vance Needville Hwy	Northfld 2-5066
Gates R L Thompsons	Montrose 2-3075	<b>GREENLAW MEMORIAL PARK</b>	
Gaubatz Sterling 1117 James	Montrose 2-3993	1921 Ave H	Northfld 2-4721
Gavranovic Joe P 1709 Frost	Northfld 2-4536	Greenwald J F 1104 Courtney Dr	Montrose 2-5286
Geick Ben Mrs 1120 Brazos	Northfld 2-2533	Greenwald T S Jr 1103 Travis	Montrose 2-4254
Geick Marvin J Cottonwood Rd	Northfld 2-3828	Gregory R W 300 Damon	Montrose 2-4827
Geick Milton 1200 Brazos	Northfld 2-3003	Gresham R L	Northfld 2-2096
GEICK MILTON SERV STA	Northfld 2-4237	Greyhound Bus Sta 101 Liberty	Montrose 2-3141
1300 Ave H	Northfld 2-3582	Greyhound Bus Sta 928 2nd	Northfld 2-2771
Gentry Sylvia Miss 1209 James	Northfld 2-2350	Griffin Byron M 511 N 3	Montrose 2-4267
George A P ofc 1520 Jackson	Montrose 2-3452	Griffith Orval 1211 Elm	Montrose 2-4167
George A P	Montrose 2-4814	Griffith W V 4007 Ave I	Northfld 2-4697
Gerke Marvin S	Northfld 2-3995	Grisham E W 1512 7th	Northfld 2-2345
Gerken Effie M Mrs 1815 Ave K	Northfld 2-2223	Gritzek Frances Rooming House	
Gerken F H 2716 Ave I	Northfld 2-4306	800 5th	Northfld 2-8153
Gerken Herman Mrs 1208 Louise	Northfld 2-2380	Grudzieck Ed	Montrose 2-2756
Gerken J R	Northfld 2-2906	Grudziecki John L 1225 Damon	Northfld 2-3649
Gerstenberger Bennie H 1747 5th	Northfld 2-3559	Grunwald A H	Northfld 2-3025
Gerstenberger Fred 1447 4th	Northfld 2-2118	Grunwald Fred	Northfld 2-2073
Gerstenberger Lucille 700 Alamo	Northfld 2-2557	Guadalupe Clinic 1600 Ave D	Northfld 2-4182
Gibbs Roderick Klauke Addn	Northfld 2-2074	<b>GUARANTEE RADIO &amp; TELYSM SERV</b>	
Gibson Mabel Mrs 2100 Ave M	Northfld 2-2208	3003 Ave H	Northfld 2-3381
Gibson P O Brookshire Rd	Northfld 2-5074	Gubbels Jack	Montrose 2-3905
Gibson Thelma 902 Ferry	Montrose 2-4296	Gubbels Julius Needville Hwy	Northfld 2-2155
Gilbreath T M	Northfld 2-3629	Gubbels Mary Mrs 1207 6th	Northfld 2-4263
Gil Burley Thompsons	Montrose 2-5045	Gubbels R J	Montrose 2-2044
Gilmore Minnie 205 3rd	Northfld 2-5139	Gudger Henry V Jr 1203 Elm	Montrose 2-5193
Gingrich Gloria 2400 Ave J	Northfld 2-3275	Guerrero Eberardo Larry 208 8th	Northfld 2-4336
Ginn Ray Z Simonton	Northfld 2-5070	Guerrero Elias Hwy 59	Montrose 2-4362
Ginsberg Joe 1510 5th	Northfld 2-3125	Gulf Coast Lease Holds Thompsons	Montrose 2-5082
Glasgow C M 2527 Ave G	Northfld 2-2553	Gulf Coast Loans Inc 3013 Ave H	Northfld 2-3182
GLASGOW INS AGGY 912 Houston	Northfld 2-2311	Gulf Oil Corp 1417 Ave G	Northfld 2-3832
Gless C J Mrs 1400 2nd	Northfld 2-3295	Gulf Oil Corp Gulf-Humble Camp	Montrose 2-3371
Gless E W 1217 Dudley Dr	Montrose 2-2698	Guntle John A San Antonio Hwy	Northfld 2-4077
GLESS EQP CO 1405 Jackson	Montrose 2-2752	Gupton John W vet Hwy 90-A	Montrose 2-4671
Gless M C 206 Houston	Montrose 2-2353	Gustavison Rudolph 2814 Ave J	Northfld 2-3868
Gless W A 1211 Jackson	Montrose 2-5233	Gutierrez Roberto 2417 Ave C	Northfld 2-5249
Glick Emma Mrs Fulshear	Northfld 2-4957	Gutowski Walter Old Fenski Rd	Northfld 2-2986
Gloeckner Gus 1300 2nd	Northfld 2-3466	Gutowski Jas V 2110 Ave M	Northfld 2-2215
Goates J J 1400 8th	Northfld 2-2239	Gutowski Leona E Mrs 2110 Ave M	Northfld 2-2215
Goetzl Marie 2505 Ave G	Northfld 2-2248	Gwaltney Madison W Brooks Ave	Northfld 2-4523
Goft W T Thompsons	Montrose 2-4990		
Gold Herman 1017 7th	Northfld 2-5202	<b>H</b>	
Gold Herman Pkg Store	Montrose 2-8002	H B CTS Hwy 90-A	Montrose 2-4007
Goldrus Drilling Co 1009 Mulcahy	Northfld 2-2531	Haas Wilbert V Needville Hwy	Northfld 2-2019
Goldstein Joe 806 Morton	Montrose 2-4187	Hacker Martin W 1736 7th	Northfld 2-3418
Goldstein Robt 1501 Brazos	Northfld 2-2302	Hacksstedt Henry	Northfld 2-3059
Gomez Santos 707 S 3	Montrose 2-2495	Hafer Alton	Northfld 2-4206
Gonyo R Crabb	Montrose 2-5005	Hafer Alvin 301 Fannin	Montrose 2-4526
Gonzales Alfred 327 Houston	Northfld 2-4516	Hafer Louis 1504 Millie	Northfld 2-3888
Gonzales Jane 2011 Ave D	Northfld 2-4460	Hafer Olin 1203 Louise	Northfld 2-3636
Gonzales Joe F 312 1st	Northfld 2-2189	Hagen Carl L	Montrose 2-5057
Gonzales Manuela 420 4th	Northfld 2-4586	Haidock Pauline 805 Fort	Montrose 2-3685
Goode Dorothy 1311 Ave G	Northfld 2-4738	Hairgrove Jas A 516 Morton	Montrose 2-2556
Goode Libbie 811 Maiden Lane	Montrose 2-4178	Hajdik Joe E 1322 4th	Northfld 2-2298
Gooden Funeral Home 1716 Ave E	Northfld 2-4261	Hajdik John 1410 4th	Northfld 2-2767
Goodman Rose Reinke Mrs 512 Morton	Montrose 2-2492	Hajek F H 1100 Houston	Northfld 2-4319
Gordon Jim A 1204 Millie	Northfld 2-4570	Halbert Basil T Rev 1716 West	Northfld 2-2714
GORDON'S PHARMACY 940 3rd	Northfld 2-2431	HALL C L chirprtr 1117 3rd	Northfld 2-4711
Gorka Charlie Thompsons Hwy	Montrose 2-2936	Res Sally Ann Dr	Northfld 2-2725
Gorka Henry	Northfld 2-4944	Hall Ella 523 Brazos	Northfld 2-2675
Goss H M 414 Washgtn	Montrose 2-4824	Hall Kenneth F 922 2nd	Northfld 2-4490
Goss L H Orchard Hwy	Northfld 2-2013	Hallmark S P 702 Morton	Montrose 2-2426
Gracey E J Skinner Lane	Montrose 2-2082	Hamby C M	Northfld 2-2197
Grady W M Fulshear	Northfld 2-2998	Hamby R E 1116 2nd	Northfld 2-4198
Graeber Wm Horace Mann Ave	Northfld 2-4383	Hammer Roy 1113 James	Northfld 2-3509
Granger J M Highland Acres	Northfld 2-3344	Hampil J W Mrs 505 Union	Montrose 2-5244
Grant L D	Northfld 2-5032	Ham's Drive Inn 1506 Liberty	Montrose 2-8048
Graves A J 1032 Timberlane Dr	Northfld 2-2735		

Newton E P 501 Washgtn. MOntrorse 2-2474  
 Newton Lillie Oil Field Rd. MOntrorse 2-4027  
 Nichols C V MD ofc 202 S 4. MOntrorse 2-4632  
 Res 512 S 7. MOntrorse 2-3523  
 Nichols E E Mrs. NOrthfld 2-3167  
 Nichols M W 1222 Georgina. NOrthfld 2-4214  
 Nichols Meacie 1415 Av E. NOrthfld 2-2555  
 Nichols-Thompson Clinic 202 S 4. MOntrorse 2-4632  
 If no answer call. MOntrorse 2-2811  
 Nicholson J A Scott Ave. NOrthfld 2-5295  
 Nicholson John T 1701 Av I. NOrthfld 2-2448  
 Nichter Herman 1110 Alamo. NOrthfld 2-3834  
 Nicklas Raymond 1038 Sally Ann Dr. NOrthfld 2-2105  
 Niscavits Anton 2220 Av L. NOrthfld 2-2769  
 Niscavits F A. NOrthfld 2-4092  
 Niscavits J D 1412 7th. NOrthfld 2-4155  
 Nix D R 1020 Allen. NOrthfld 2-3139  
 Nixon Grace 1201 8th. NOrthfld 2-2757  
 Nolte Lester 1404 Ward. NOrthfld 2-5107  
 Nordhausen Sam 1215 Main. MOntrorse 2-4492  
 Nordt Ernest H. NOrthfld 2-2991  
 Nordt W H. NOrthfld 2-2087  
 Norris Charlene 418 4th. NOrthfld 2-4741  
 Norris Elia B 604 Mulcahy. NOrthfld 2-3425  
 North H K 512 7th. NOrthfld 2-4755  
 North Main Bar 1911 Ave E. NOrthfld 2-8164  
 Norton Homer 4906 Av H. NOrthfld 2-2831  
 Noska Anton 912 7th. NOrthfld 2-2469  
 Noska Frank 916 7th. NOrthfld 2-3169  
 Nott W E Mrs. NOrthfld 2-5072  
 Novak Adolph Old Fenski Rd. NOrthfld 2-4025  
 Novak Elia Tillie 1306 James. NOrthfld 2-4405  
 Novak W V Polka Addn. NOrthfld 2-2790  
 Novosad Rudy 1130 Millie. NOrthfld 2-3233  
 Novosad Victor C 1209 West. NOrthfld 2-3180  
 Nowak Bruno 2608 4th. NOrthfld 2-3286  
 Nowak Rosie Mrs Booth. MOntrorse 2-4920

**O**  
 Oberhoff Albert E 1501 Millie. NOrthfld 2-3403  
 Oberhoff Arthur 1620 6th. NOrthfld 2-3248  
 Oberhoff J W 1507 7th. NOrthfld 2-3303  
 Oberhoff Raymond 1701 7th. NOrthfld 2-4580  
 Oberhoff Theo W 2509 Ave G. NOrthfld 2-5297  
 Oberhoff W H Needville Hwy. NOrthfld 2-2021  
**OSBERHOFF'S SINCLAIR SERV STA**  
 1400 Av H. NOrthfld 2-8076  
 Odom E L 1118 Mulcahy. NOrthfld 2-4315  
 Oeding Del 900 Damon. NOrthfld 2-3378  
 Oelschleger Olvin 1508 Ward. NOrthfld 2-2710  
 Ogilby Allie Miss 1407 Austin. MOntrorse 2-2413  
 Ognoskie Albert Lee Old Fenske Rd. NOrthfld 2-5090  
 Ogradowicz Pete P 1310 7th. NOrthfld 2-2776  
 Ondrusek John 1418 Carlisle. NOrthfld 2-2397  
 Orsak Margaret 2203 Ave G. NOrthfld 2-5247  
 O'Shieles L F 1120 Houston. NOrthfld 2-3445  
 Oshman Dry Gds Co-Richmond. NOrthfld 2-5172  
**OSMAN DRY GDS CO-ROSENBERG**  
 210 Morton MOntrorse 2-2201  
 Oshman Fannie Mrs 510 2nd. MOntrorse 2-3325  
 Oshman H Peter DDS 1400 Georgina. NOrthfld 2-5143  
 Oshman H Peter dntst. NOrthfld 2-3441  
 Rosenberg & Richmond Hwy. NOrthfld 2-2327  
 Oshman Joe 1003 Morton. MOntrorse 2-4337  
 Oshman Peter 910 3rd. MOntrorse 2-2173  
 Otto H W 1401 Mulcahy. NOrthfld 2-4715  
 Otto R J 821 7th. NOrthfld 2-5113  
 Our Lady of Guadalupe Church. NOrthfld 2-4575  
 514 Carlisle NOrthfld 2-4705  
 Overgoner C J 1410 Georgina. MOntrorse 2-4918  
 Overstreet Matilda 208 Collins Rd. NOrthfld 2-5103  
 Owen A N Mrs Hwy 59. NOrthfld 2-3388  
 Owen Florence Mrs. NOrthfld 2-2547  
 Owens H G Jr 2630 1st. NOrthfld 2-4284  
 Owens H G Sr 2526 Old Richmond Rd. NOrthfld 2-4284  
 Owens Ray 1711 Frost. NOrthfld 2-4284

**P**  
 Padon H G 1118 Ward. NOrthfld 2-4835  
**PALACE MKT & GROC** 1100 3rd. NOrthfld 2-2422  
 Palat Frances 1214 George. NOrthfld 2-4407  
 Palmer Floyd V 907 SanJacinto. NO  
 Palmer John A 1117 George. NO  
 Parchman C R 1069 Sally Ann Dr. NO  
 Parchman David M 1717 Leaman. NO  
 Parchman H L 1213 Ward. NO  
 Parchman M E 1201 Allen. NO  
**PARCHMAN'S MILLWORK** 2229 1st. NO  
 Parham J D. NO  
 Parker G B 1051 Sally Ann Dr. NO  
 Parker Hays 1016 Sally Ann Dr. NO  
 Parker John Henry 513 1st. NO  
 Parker John M 510 Hillcrest Dr. NO  
 Parker R R 716 S Union. NO  
 Parker Sales Co Inc 2120 Av H. NO  
 Parks C H 728 Lloyd. NO  
 Parks Frank 1032 2nd. NO  
 Parr Joe G Humble Camp. NO  
 Parrott A P 2242 1st. NO  
 Parrott M E 908 6th. NO  
**PARROTT'S COML PRNTG & GIFT SHOP** 908 6th. NO  
 Parten R A 408 S 9. NO  
 Parten S W 1014 8th. NO  
 Pasteka C G 1708 Mulcahy. NO  
 Pastor Lamar H 1736 6th. NO  
 Pate L S Fulshear. NO  
 Patterson E M 106 Grayless. NO  
 Paukert Erwin W 107 Grayless. NO  
 Paul John W 1109 Frost. NO  
**PAULS CLARENCE GARAGE**  
 1215 Av I. NO  
 Pauls Clarence T 1408 1st. NO  
 Pavlik Charlie Poltar Addn. NO  
 Pavliska Gus Lane Airpark Rd. NO  
 Pavlock Sophie 720 Damon. NO  
 Pavlock Tony 1723 Mulcahy. NO  
**PAWLAK JOE GARAGE** 1308 Ave H. NO  
 Pawlak Joe W 1119 Ave K. NO  
**PAY LESS FOOD MKT** 2025 Ave G. NO  
 Payne Gracie 505 Fannin. NO  
 Payne Henry 803 Fields. NO  
 Payton Lou 1200 Winston Dr. NO  
 Pearce W E 1401 Louise. NO  
 Peareson-Ft Bend Abstract Co 210 3rd. NO  
 Peareson P E ofc 210 3rd. NO  
 Res 409 S 11. NO  
 Peareson-Scherer & Roberts attys. 210 3rd. NO  
**PEARL BEER DISTRIBG CO**  
 1044 Miles. NO  
 Pecan Acres Ranch Simonton. NO  
 Pena Food Mkt 410 7th. NO  
 Pence Floyd L 1702 Marilyn. NO  
 Penkert L W 1029 Frances Dr. NO  
 Penkert W H 1211 Carlisle. NO  
 Penkert's Goodrich Store 1831 Av H. NO  
 Pennel V W 1321 5th. NO  
 Perez Howard F 1104 West. NO  
 Perez Isabel 1718 1st. NO  
 Perez Luciano 804 Lettie. NO  
 Perkins A M 1419 Damon. NO  
 Perkins Fred 402 Ferry. NO  
 Perkins Joe L Jr 1104 James. NO  
 Perkins Luther 1525 Louise. NO  
 Peschel D A. NO  
 Peschel Waldo. NO  
 Petter Arnold E 806 Ward. NO  
 Petter J H 1020 Brazos. NO  
 Petter Richard 1103 Austin. NO  
 Pharr Josie Miss 607 S Front. NO  
 Pharr Kirkland 102 Main. NO  
 Phillips B G Klauke Addn. NO  
 Phillips Bailey 1111 Fort. NO  
 Phillips Geo. NO  
 Phillips Johnnie Foster. NO  
 Pick David 202 Union. NO  
 Pickard G R 1106 4th. NO  
**PICKARD & HUGGINS DRUG STORE**  
 800 3rd NO  
 Pickard Roy Jr 1708 Carlisle. NO  
 Pisklak Alice 818 7th. NO  
 Pittman Jake Booth. NO  
**PITTS THOS A PLBG & ELEC CO**  
 2115 Ave H. NO

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Drake-Fire 1957

Robt L 1201 Alamo.....Northfld 2-3584  
 Drenner F L Montrose Acres.....Northfld 2-4778  
 Drenner G L 2419 1st.....Northfld 2-2709  
 Drew Albert 1302 Dudley Dr.....Montrose 2-2006  
 Driskell R W 923 4th.....Northfld 2-2340  
 Drive-In Theatre 3442 Ave H.....Northfld 2-2866  
 Drozd J H 1600 West.....Northfld 2-3274  
 Dube Lawrence E 1113 Georgina.....Northfld 2-3608  
 Dugas J A Hwy 36.....Northfld 2-5292  
 Duke P L 2012 1st.....Northfld 2-3190  
 Dunbar N K 1700 Houston.....Northfld 2-4235  
 Dungan W V 1047 Sally Ann Dr.....Northfld 2-2107  
 Dunman Rex Needville Hwy.....Northfld 2-4004  
 Dunn Evelyn 1407 Dallas.....Northfld 2-4040  
 Dunn J B 801 San Jacinto.....Northfld 2-4805  
 Dunn Tommie L 1211 7th.....Northfld 2-2120  
 DuPont Geo 514 Travis.....Montrose 2-4509  
 Dupree U J 1317 Millie.....Northfld 2-4704  
 Dupuy Marsden J 1028 Frances Dr.....Northfld 2-2758  
 Duran Geo 516 1st.....Northfld 2-4898  
 Duran John 523 Houston.....Northfld 2-4604  
 Rural Res.....Northfld 2-4987  
 Duran Manuel 401 1st.....Northfld 2-2197  
 Duran Tony 515 4th.....Northfld 2-2160  
 DURAN'S SUPER MKT 1703 Ave D.....Northfld 2-4691  
 Durham Leona 1307 Walnut.....Northfld 2-3481  
 DUSEK CONSTR CO 1100 Carlisle.....Northfld 2-4291  
 Dusek L F 1100 Carlisle.....Northfld 2-4291  
 Dusek L F Garage 3113 Av I.....Northfld 2-2291  
 Dusek Oscar L 1305 Frost.....Northfld 2-3857  
 Dusek Otto 1313 George.....Northfld 2-4113  
 Dutton C L ofc George Bldg.....Montrose 2-3321  
 Res 607 Hillcrest Dr.....Montrose 2-3321  
 Dutton Ruby Day Mrs 911 Front.....Montrose 2-3202  
 Duty R S Hwy 36.....Northfld 2-2137  
 Dworsky J E 1607 Ave M.....Northfld 2-4863  
 Dyer Sinclair 304 S 7.....Montrose 2-2687  
 Dylla W L 4908 Timberlane Dr.....Northfld 2-2902  
 Ozerzanowski B H 1706 Av L.....Northfld 2-4184

E

E G FOOD MKT 303 Hwy 59-A.....Montrose 2-4362  
 Earnest H G 1315 Elm.....Montrose 2-4186  
 Easley Jas Brooks Ave.....Northfld 2-4629  
 Easterly I D 2510 Av F.....Northfld 2-4701  
 Ebarb G B Needville Hwy.....Northfld 2-3823  
 Ebarb G B Jr 3216 Av I.....Northfld 2-5160  
 Ebasco Servs Inc Smithers Lake.....Montrose 2-3322  
 Ebel E R 1617 Ave L.....Northfld 2-3318  
 Eben Agnes Mrs 2625 Av F.....Northfld 2-3780  
 Eben E W 1519 West.....Northfld 2-4627  
 Eben Herbert C 1516 7th.....Northfld 2-2317  
 Eben P Mrs 1700 Ave K.....Northfld 2-2147  
 EDDIE'S ELECT 305 Riveredge Dr.....Montrose 2-3551  
 Edelstein H Mrs 210 S 9.....Montrose 2-4464  
 EDELSTEIN'S 302 Morton.....Montrose 2-5182  
 Edgewood Cafe.....Montrose 2-8171  
 Edmonds J T Rice.....Northfld 2-2209  
 Edmonson Will Crabb.....Montrose 2-4048  
 ED'S SADDLERY 1916 Av G.....Northfld 2-8062  
 Edwards C H 1509 5th.....Northfld 2-2616  
 Edwards Daisy Thompsons.....Montrose 2-2092  
 Edwards Earl 709 S 5.....Montrose 2-3347  
 Edwards H C 1125 Tobola.....Northfld 2-2706  
 Edwards Louis Thompsons.....Montrose 2-5071  
 Edwards Will Thompsons.....Montrose 2-5095  
 Ehrlich Louis Band Rd.....Northfld 2-5054  
 Elcher Frank C 1209 George.....Northfld 2-4467  
 Elcher J J.....Northfld 2-3991  
 Ehmman Emil 1512 Frost.....Northfld 2-3628  
 Ehmman John 1511 7th.....Northfld 2-2126  
 Elmman Otto W 1729 6th.....Northfld 2-3898  
 Elder H W 1217 Alamo.....Northfld 2-2608  
 Electrolux Corp 2008 Peden  
 Houston Tex. (Toll Call) Jackson 3-2513  
 Elizabeth Hat Shop 205 Calhoun.....Montrose 2-5280  
 Elkins Janie Marie 1208 4th.....Northfld 2-2792  
 Elkins Paul A 1304 Leaman.....Northfld 2-3730  
 Elkins Roy D 1208 4th.....Northfld 2-4566  
 Ellerman H O 1018 Sally Ann Dr.....Northfld 2-2356  
 Ellerman Willie.....Northfld 2-2046  
 Ellett H A 1212 Courtney Dr.....Montrose 2-5228

Elliott B F 2315 Av G.....Northfld 2-4578  
 Elliott Jas L Mrs 206 Riveredge Dr.....Montrose 2-3278  
 Ellis L L Mrs 1812 West.....Northfld 2-3064  
 Elliston H E 2510 Av I.....Northfld 2-5183  
 Elmore C E Jr 523 4th.....Northfld 2-4598  
 Elmore Jas F 1057 Sally Ann Dr.....Northfld 2-4444  
 EL PUENTE RESTAURANT Hwy 59.....Montrose 2-8116  
 Emerson J H Needville Hwy.....Northfld 2-4959  
 Enax A H 607 S 12.....Montrose 2-4410  
 Enax Benny 1512 West.....Northfld 2-4759  
 Engel Floyd 1801 Mulcahy.....Northfld 2-2707  
 Engelhart Lloyd D 1420 Leaman Av.....Northfld 2-3315  
 Enquist B R 411 Clay.....Montrose 2-3263  
 Eppes Jack 1053 Sally Ann Dr.....Northfld 2-3710  
 EPPES' JACK TEXACO SERV STA  
 4920 Av H.....Northfld 2-4583  
 Ernest Edw J Bernard Av.....Northfld 2-3255  
 Ernest Jos 2501 1st.....Northfld 2-2361  
 Erwin L D 1300 Ave K.....Northfld 2-4514  
 Escobar E E 807 Front.....Montrose 2-2775  
 Estes C N Mrs 2100 Av M.....Northfld 2-2208  
 Etta Mae's Shop 939 3rd.....Northfld 2-2601  
 Etzel Anita 1808 Av J.....Northfld 2-2196  
 Evans J A.....Montrose 2-2749  
 Evans O O 1517 Millie.....Northfld 2-4150  
 Evans T J 1610 Marilyn.....Northfld 2-2680  
 Evans V L Simonton.....Northfld 2-5044  
 Ever-Ready Barber Shop 209 Calhoun.....Montrose 2-8133  
 Everts G Gerald 807 SanJacinto.....Northfld 2-5157

F

F B 6 Food Mkt 814 3rd.....Northfld 2-8016  
 Facemire Ronzil W.....Northfld 2-4955  
 Fagan Robt J 1022 Sally Ann Dr.....Northfld 2-3516  
 FAIRVIEW COFFEE SHOP  
 3120 Ave H Northfld 2-8093  
 Fairview Courts 3110 Av H.....Northfld 2-8123  
 Fajkus Janet M Mrs 1605 Marilyn.....Northfld 2-4430  
 Falstaff Warehouse beer  
 Old Richmond Rd Northfld 2-3201  
 Faniel Walter 2307 Ave D.....Northfld 2-4876  
 Farbar Winston Farm Rd 359.....Montrose 2-4085  
 FARM BUREAU OF FT BEND COUNTY  
 3201 Av H Northfld 2-2843  
 Farmer Alfred S DDS 1st Natl Bk Bldg Northfld 2-3562  
 Farmer Helen Jane 406 S 11.....Montrose 2-3623  
 Farmer J R 907 Morton.....Montrose 2-4353  
 Farmer Lorena M Mrs 406 S 11.....Montrose 2-3623  
 Farmers Rity Co 1000 Av H.....Northfld 2-2511  
 Farmer's Gin Co Plant No Three  
 Beasley Hwy Northfld 2-2411  
 FARMERS INS GROUP 1000 Av H.....Northfld 2-2511  
 FASHIONETTE BEAUTY SALON  
 936 3rd Northfld 2-3812  
 FATJO APPLNCE & FURN STORE  
 203 Morton Montrose 2-4251  
 FATJO MOTOR CO INC—  
 Ofc 1406 Jackson.....Montrose 2-3761  
 Parts Dept Hwy 59.....Montrose 2-2849  
 Serv Dept 1410 Jackson.....Montrose 2-2869  
 Night Wrecker Serv 312 Fannin.....Montrose 2-2839  
 Used Car Lot 2301 Av H.....Northfld 2-4588  
 Fatjo Tom J 210 Union.....Montrose 2-4293  
 Federico's Bar 205 Calhoun.....Montrose 2-8010  
 Felcman Fred 813 5th.....Northfld 2-4433  
 Felcman Jimmy Po'ka Addn.....Northfld 2-3932  
 FELCMAN'S JEWELRY 929 3rd.....Northfld 2-2321  
 Fendley J E 1101 Mulcahy.....Northfld 2-5137  
 Fennel Viola 702 Maiden Lane.....Montrose 2-3186  
 Fenske Albert Old Fenske Rd.....Northfld 2-3998  
 Fenske Clarence A.....Northfld 2-3901  
 Ferguson J E 1201 Georgina.....Northfld 2-3260  
 Fields Dave 217 Clark.....Montrose 2-3284  
 Fields Ed 602 S 3.....Montrose 2-4744  
 Fields Frank.....Northfld 2-3942  
 FIELD'S GROC 215 N 10.....Montrose 2-8142  
 Fields Leonard 214 Douglas.....Montrose 2-4115  
 Fields Pearlle Mae 1007 Ferry.....Montrose 2-2316  
 Files J D.....Northfld 2-3788  
 Finch Newell Highland Acres.....Northfld 2-3281  
 Finck W F 2406 Av L.....Northfld 2-3577  
 Finck W F ofc 826 3rd.....Northfld 2-4112  
 Finney V L 2600 Ave G.....Northfld 2-3392  
 Fire Dept-Richmond 307 Fort.....Montrose 2-3731

18 Nawara—Pauls 1958 Richmond-Rosenberg

- Nawara Robt L
- Neal Tillie L Mrs 1709 Jones
- Neese Exploration Co 1127 Georgina
- Neese U E 1127 Georgina
- Negrete M 934 Sidney
- Negrete Raymond
- Nelson Alvin E 2526 Richmond Rd
- Nelson Ervin J 1427 Georgina
- Nelson Nellie 1119 5th
- Nelson Victor 1206 8th
- Nesvadba Eugene 1307 Damon
- Nesvadba Jerry 1401 George
- Nesvadba Joe 2500 Av I
- Nesvadba John Old Fenski Rd
- Nesvadba Vince 910 5th
- Nesvadba W A 2007 Main Av
- Nettles G E Edgewood Addn
- Netzel Ed Mrs 2717 Ave F
- Netzel Roland 1120 Ward
- Neuman J J
- Nevill B F 809 Barrett
- Newell M M 807 Houston
- Newell Ruby Mrs 1319 Damon
- Newsome Carl R 422 2nd
- Newton Lillie Oil Field Rd
- Nichols Alfred B 1705 Klauke
- Nichols Alma Mrs 1028 Miles
- Nichols C V MD ofc 202 S 4
- Res 512 S 7
- Nichols E E Mrs
- Nichols M W 1222 Georgina
- Nichols Meacie 1415 Av E
- Nichols-Thompson Clinic 202 S 4
- If no answer call
- Nichols W E Bill 1201 Mulcahy
- Nicholson John T 1034 Lindsey Dr
- Nichter Herman 1110 Alamo
- Niscavits Anton 2220 Av L
- Niscavits F A
- Niscavits J D 1412 7th
- Nix D R 1020 Allen
- Nix Huey W Jr 2810 Av I
- Nixon Grace 1201 8th
- Nolte Lester 1404 Ward
- Nordhausen Sam 1215 Main
- Nordt Ernest H
- Nordt Raymond W 1704 Frnst
- Nordt W H
- Norris Charlene 418 4th
- Norris Ella B 604 Mulcahy
- NORRIS LSR CO 4805 Av H
- North H K 512 7th
- North Main Bar 1911 Ave E
- Norton Homer 4906 Av H
- Noska Anton 912 7th
- Noska Frank 916 7th
- Noto A J 504 Fort
- Nott W E Mrs
- Novak Adolph Old Fenski Rd
- Novak Chas 1516 Tesco
- NOVAK CHAS DEPY STORE
- Novak Chas Rily 812 3rd
- Novak Ella Tillie 1308 James
- Novak Frank J 1306 James
- Novicke Edmund Simonton
- Novosad Barbara 1130 Millie
- Novosad R J Jr 1202 Georgina
- NOVOSAD RUDY GARAGE 2114AvH
- Res 1130 Millie
- Novosad Victor C 1209 West
- Novak Bruno 2609 3rd
- Nowak Rosie Mrs Booth
- Null Donna Payton Mrs 2514 Av F
- Nutter Bob
- Oakes Minnie
- Oberhoff Albert E 1501 Millie
- Oberhoff B C 1010 Frances Dr
- Oberhoff C J Needville Hwy
- Oberhoff J W 1507 7th
- Oberhoff Lonnie R 2517 1st
- Oberhoff Nelson Needville Hwy
- Oberhoff Raymond 1701 7th
- Oberhoff Theo W 2509 Ave G
- Oberhoff W H Needville Hwy
- Odom E L 1118 Mulcahy
- Oelschleger Olvin 1508 Ward
- Ogilby Allie Miss 1407 Austin
- Ognoskie Albert Lee Old Fenske Rd
- Ogrodzicz Pete P 1310 7th
- Oldag Ben 1113 8th
- O'Leary Geo Booth
- Oliver C W 910 Morton
- Oliver L G 1210 Front
- Oliver Philip Grunwald Addn
- Oliver Ray B Thompsons
- Olivey Joe 1211 McArthur
- Ondrey Henry Pleak
- Ondrusek John 1418 Carlisle
- Orsak Margaret 1305 George
- Ortega Jesse 150 Jefferson
- O'Shieles L F 1120 Houston
- Oshman Dry Gds Co-Richmond
- OSHMANN DRY GDS CO-ROSENBERG 210 Morton 916 3rd
- Oshman Fannie Mrs 510 2nd
- Oshman H Peter DDS 1400 Georgina
- OSHMANN H PETER dntst 3023 Av H
- Oshman Peter 905 Foster Dr
- Osuna Joe 107 N 10
- Otto H W 1601 Mulcahy
- Otto R J Hwy 90-A
- OTTO WHLSLE MEAT CO 4000 Av H 514 Carlisle
- Our Lady of Guadalupe Church
- Overgoner C J 1410 Georgina
- Overstreet Matilda 208 Collins Rd
- Owen A N Mrs Hwy 59
- Owen Florence Mrs
- Owens H G Jr 2630 1st
- Owens H G Sr 1014 Sally Ann Dr
- Owens Marvin 2411 Av G
- Owens Ray 1711 Frost
- Palat Frances 1214 George
- Palmer John Rice Av
- Palmer Wayne B 1214 7th
- Pantalion Ross 1720 8th
- Parchman David M 1717 Leaman
- Parchman H L 1213 Ward
- Parchman M E 809 Austin
- Parchman Sarah Beth
- Parbam J D 201 1/2 Riveredge Dr
- Parker Dewitt 1410 Lawrence
- Parker G B 1051 Sally Ann Dr
- Parker John M 510 Hillcrest Dr
- Parker R R Rice Av
- PARKER SALES CO INC 2407 Av H
- Used Car Dept Av H
- Parrott A P 2242 1st
- Parrott M E 908 6th
- PARROTT'S COML PRNTG & GIFT SHOP 908 6th
- Parten R A 408 S 9
- Parten S W 1014 8th
- Parthum Clara L Mrs 1115 Alamo
- Parthum Richard H 1115 Alamo
- Pasteka C G 1708 Mulcahy
- PASTEKA'S TEXACO SERV STA 1600 1st
- Pate Jas H 1106 Morton
- Patten Ida Lee 905 Fields
- Patterson E M 106 Grayless
- Paukert Erwin W 107 Grayless
- Paul John W 1109 Frost
- PAULS CLARENCE GARAGE 1215 Av I
- Pauls Clarence T 1514 Lawrence

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0030

1952 - Telephone book	1554 Tele Book
* Berger, Albert (Fenski)	Berger, Albert (i)
Dutowski, Walter (Fenski)	* Dutowski, Walter (i)
Novak, L.E. (Fenski)	Novak, Adolph (i)
Rech, A Fenski	Rech, Alvin (i)
Rech, M.E. (i)	Rech, M.E. (i)
Fenske - Clarence no road shown	Fenske - Clarence no road shown

1955 Telephone Book	1957 Telephone Book
Berger, Albert (i)	* Fenske, Albert - Old Fenske Rd
Dutowski, Walter (i)	Dutowski - (Fenski)
* Novak, Adolph (i)	Novak, Adolph - (Fenski)
Rech, Alvin (i)	Ognoski, Albert Lee - (Fenske)
Rech, M.E. (i)	Rech - Alvin - (Fenski)
Ognoski, Albert Lee - old Fenske Rd	
Dutowski, Clarence	Rech - M.E. - (Fenski)
Fenske, Clarence no road shown	Fenske, Clarence, show no road

1958 Telephone Book

Fenske, Albert Old Fenske Rd

Fenske, Clarence, (no road shown)

Dutowski, Walter, (Fenski)

Novak, Adolph (Fenski)

Neeradba, John (Fenski)

\* Ognoski, Albert Lee (Fenske)

Rech, Alvin (i)

Rech, M.E. (i)

"Old Fenske Rd" Petition (continued)

(13)

Adolph Novak

00933

Bettie Novak

Susan S. Garner

0030

Bob Garner

Werner

Alice Weyenberg

Bill Weyenberg

# Fort Bend County

## Sesquicentennial

### 1822-1972



**Fort Settlement**  
IN THE  
BEND OF THE BRAZOS

# Needville



Early Needville Stores

Needville had its beginning in 1892 when August Schendel established a general store on his 160 acre tract of land that he bought from the H&TC Railroad Company. Out of the same section, 160 acres each had been purchased in 1891 by Gotlieb Stabbert, F. Kageler and Fritz Kageler. August Schendel and his wife, Louise, were both natives of Germany and immigrants to Washington County, Texas. When they moved to Fort Bend County, they were parents of Will, Emma and Charles, and had \$4000 in cash. Three other children, Henry, Alma and George were born to them at Needville.

Other families that lived close to Needville around 1900 or prior were the Henry Bankers, Abendroth, Fenskies,

Seilers, Davis, Leus, Horton, Hackstedt and quite a few others scattered around the prairies. The occupations of most of these early settlers was farming and ranching, although the revenues were small. Most of the pioneers were very conservative, and they produced their own needs by having their own gardens and raising animals for meat. Some of the pastimes enjoyed by these people included church picnics, dancing, a gun club for target practices, birthday parties, fishing and hunting. In the early 1920's, Needville had a theater which was packed to capacity on show nights. The young people had a Young Peoples Christian Association that met on Sunday nights in the old Needville School Building.



Inside the Meat Market



Telephone Office



May 11, 1931 - Commissioners Court Minutes, vol Q, page 511

Texas, and The Sugarland Industries of Sugarland, Texas.

IN RE: Widening of Fenske Lane;)

The report of the Jury of View on widening the Fenske Lane, came up for consideration, action on same having been deferred to May Term of the Commissioners' Court, and it appearing to the Commissioners' Court that the approval of said report should be deferred to regular meeting of the Commissioners' Court on June 8th, in order to allow time in which to secure right-of-way deeds from land owners owning land abutting on said Road.

IN RE: Kate Sutherland remove fence )  
on Flewellen Katy Road. )

On motion of P.A. Poorman, seconded and unanimously carried, it was ordered that Miss Kate Sutherland be notified to remove fence from right-of-way of public road known as the Flewellen-Katy Road. The field notes and plat of said road being recorded in Book H page 341, 342 and 343, of the minutes of the Commissioners' Court of Fort Bend County, Texas.

IN RE: Bid of F.M. Renfrow to )  
construct vat, etc accepted. )

On motion of I.O. Wirts, seconded and unanimously carried, the bid of F.M. Renfrow of Fresno, Texas, to construct a dipping vat pens and drilling well at Burnside, and repairing Renfrow vat at Fresno, for a total consideration of \$477.07 was accepted.

IN RE: Bid of O. Senior for constructing )  
vat, etc. accepted. )

On motion of I.O. Wirts, seconded and unanimously carried, the bid of Oliver Senior of De Walt, Texas, for material and labor used to construct a dipping vat, pens and well at Blue Ridge, and repair Senior vat, for the sum of \$387.00 was accepted.

IN RE: Mrs. Mattie Dillard )  
allowed \$10.00 )

Mrs Mattie Dillard and her five children, to whom the Commissioners Court granted an allowance of \$15.00 for transportation to Austin, Texas, appeared before the Commissioners' Court and advised them the probation officers in Austin, has returned her and her children to Fort Bend County, and that she was without funds for her support, and that she and her children were in need of food and some place to stay. That her husband was confined in the penitentiary in the State of Texas, at the present time being located at Harlem State Farm No. 1. It was ordered that she be allowed credit for groceries to the amount of \$10.00 in amounts of \$5.00 per week, the same to be charged to Fort Bend County, to be paid out of the General Fund on bill being furnished by merchant who sold groceries.

IN RE: Louis Gonzales )  
Given \$10. per month )

The commissioners' Court being advised that one Louis Gonzales, a one armed mexican man about 69 years of age, who has resided in Fort Bend County, for more than 29 years, has no relatives to care for him and no means for his financial support and that he is in need of assistance, on motion of P.A. Poorman, seconded and unanimously

IN RE: Payment for right-of-way )  
from Joseph Pultr. )

On motion of Ed. Stern, seconded and unanimously carried, a deed was accepted from Joseph Pultr and children covering right-of-way across their land in Section #60, N.A.T.C. Ry. Co. Survey, being a strip of land 21 x 27 feet wide and 1265 feet in length for cash consideration of \$100.00. The said Joseph Pultr and children to build their own bridge and fencing at their expense. The county to move a small barn situated on the right-of-way. The Clerk is authorized to issue voucher in favor of Joseph Pultr, Lada Pultr, Marie Lingnau and Libena J. Horak, for the sum of \$100.00 charged to Available Fund of Road Dist. No. 11.

IN RE: Payment for right-of-way from )  
F.E. Lala, et ux )

On motion of Ed. Stern, seconded and unanimously carried it was ordered that the deed from F.E. Lala and wife Frances Lala be accepted and that Fort Bend County pay them \$50.00 for right-of-way and \$17.60 for fence, the said Lala and wife to build their own bridge and construct their own fence at their expense. The said sum of \$67.60 being full compensation for all claims and damages and the Clerk was ordered to pay same out of available fund of Road Dist. No. 11. A voucher to be issued for \$50.00 now and one for \$17.60 to be issued when fence is removed from right-of-way.

IN RE: Payment for right-of-way )  
from Franz Gretchel heirs. )

On motion of P.A. Poorman, seconded and unanimously carried, it was ordered that the heirs of Franz Gretchel be paid \$100.00 for right-of-way across the land owned by the estate of Franz Gretchel, in Section #60, N.A.T.C. Ry. Co. Survey, for right-of-way of Guy-Long Point Public road. The same to be paid out of available fund of Road District No. 11, when deed is signed by all the heirs, and that the County in addition to said \$100.00 furnish said heirs with one post for every 50 feet, and one new wire and pay them at the rate of 12¢ per rod for moving fence. Same to be paid when fence is moved.

IN RE: Contract awarded )  
Frank J. Vrla )

On motion of Ed. Stern, seconded and unanimously carried, Frank J. Vrla was awarded contract for moving fence over right-of-way donated by him. The total cost being \$23.90, payable out of available fund of Road Dist. No. 11.

IN RE: BUTCHER'S REPORTS )

The following Butcher Reports were approved in open court: R.J. Barba, of Needville, Texas, for quarter ending May 31, 1931; Palace Meat Market of Rosenberg, Texas, for March and April 1931, Frank Walenta, of Rosenberg, Texas, and Sugarland Industries, of Sugarland, Texas.

IN REP REPORT OF H.B. ROSS APPROVED:

On motion of P.A. Poorman, seconded and unanimously carried the report of H.B. Ross, County Agent, covering the months of April and May 1931, was approved.

*June 8 1931 - Commissioners Court Minutes, Vol Q, p. 516*

IN RE: Right-of-way deeds on )

Fenske Lane. )

Ed. Risinger appeared before the Commissioners' Court and reported

that he had succeeded in securing a number of deeds for right-of-way on widening Fenske Lane. That one Lanham and the heirs of George Fence, deceased, requested compensation for additional right-of-way of 20 feet necessary to straighten road in front of their respective tracts of land.

IN RE: Ed. Stern to make settlement with Mrs. Horak for Garden)

It was ordered that Ed. Stern be appointed as a committee of one to make settlement with Mrs. Libena J. Horak for damage to vegetable garden on land conveyed to County for right-of-way for widening Guy Long Point road. Said garden being situated on the land purchased from Joseph Pultr and children.

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IN RE: Bid of T.B. Robinson )  
to construct 3 dipping vats accepted)

On motion of I.G. Wirtz, seconded and unanimously carried, the bid of T.B. Robinson to construct three dipping vats, one on the Farmer tract north of Richmond, one near the Sugarland Oil Field and one about 4 miles North of Sugarland, and to repair the Pilot vat and the Howers vat, all for a total consideration of \$1200.00, was accepted. Said vats to be constructed according to plan submitted. Said T.B. Robinson to furnish all material and labor. Vats to be delivered complete, ready for use.

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IN RE: Henry Hausler )  
Right-of-way )



The proposition of Henry Hausler to deed Fort Bend County 1/28th acres of land for extension of Fenske Lane road to intersect with State Highway No. 36, on the county furnishing him with two bridges on State Highway No. 36, was rejected.

IN RE: Bill allowed G.M. )  
Goldsmith for \$39.00 )

The bill of G.M. Goldsmith for securing 13 right-of-way deeds, 12 being on the Guy-Long Point road and one on State Highway No. 36, for the sum of \$39.00, was approved and ordered paid out of the available fund of Road District No. 11.

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IN RE: Petition for Ferry )  
at Thompson rejected )

A petition from Mrs. R.L. Young and others was read in open Court, requesting permission to operate and maintain a ferry boat across the Brazos River at or near Thompson, Texas, the same was considered in open court and rejected on account of insufficient funds to furnish equipment called for in said petition.

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IN RE: Assessment of Property )  
of Richmond Cemetery Assn. )

It appearing to the Commissioners' Court that Lots 1, 2, 3, 5, 9, 10, 11 and 1/2 of 4, in Block 62, of the Town of Richmond, owned by the Richmond Cemetery Association was not rendered for taxes for the years 1915 to 1930, both inclusive, and that same should be assessed, it was ordered that the Tax Collector be authorized to assess said property for taxes at a valuation of \$100.00 for each year and that he collect taxes on that basis.

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IN RE: Cancellation Certificates )  
On Taxes )

On motion of John A. Yarling, seconded and unanimously carried,



Ed. Stern, Commissioner Precinct No. 2.  
I.G. Wirts, Commissioner Precinct No. 3.  
Perry A. Poorman, Commissioner Precinct No. 4.

IN RE: Bid of L.A. Dannhaus )  
to move Bldgs., on Mrs. Dance )  
property & negro Church )

L.A. Dannhaus was awarded a contract for moving buildings from right-of-way of land purchased from Mrs. Dance, the agreed price being \$100.00 and for moving negro church from right of way in widening road from Armstrong's corner to the Bernard River the agreed price being \$125.00.

IN RE: Henry Lewis Contract to move )  
dead bodies from negro cemetery )  
near Armstrongs corner )

On motion of Ed. Stern, seconded and unanimously carried, Henry Lewis was awarded contract for moving dead bodies from negro cemetery near Armstrong's corner, to make room for widening public road in front of said cemetery. The agreed price being \$125.00 for moving five bodies. Fort Bend County to furnish the boxes delivered at said cemetery. The said Henry Lewis to secure permits from relatives and from the Cemetery Association granting permission to remove said bodies.

IN RE: Petition to appoint a )  
Constable in Justice Prot. #3 )

The petition of Mrs. J.F. Packer and others for appointment of Denver L. Saunders as constable of Justice Precinct No. 3, came on for consideration. There being no Justice of the Peace in Precinct No. 3, the question was raised as to the authority of the Commissioners' to appoint a constable in a Justice precinct where there is no Justice of the Peace. Said petition was passed for further consideration.

IN RE: Deeds for R. Way on Fenske Lane.)

Ed. Risinger reported to the Commissioners' Court that he had secured deeds for right-of-way in widening Fenske lane road, excepting deed from Mr. Meador Frank Kostelnik, Joe Pavelin and Jos. Ryba. That Mr. Meador agreed to furnish right-of-way and execute deed on being furnished material for construction of a new three wire fence. His tenant Astor Vallett agreeing to construct the fence free of charge, on motion of Ed. Stern, seconded and carried, it was ordered that material be furnished to construct a three wire fence, posts to be placed 16 feet apart, post to be three inch top.

IN RE: Bid of Houston Transportation Co.)

On motion of I.G. Wirts, seconded and unanimously carried it was ordered that the bid of the Houston Transportation Company of April 13th, 1931, covering the construction of road from Highway #36, to Armstrong's corner be transferred and accepted to apply on road from Buffalo Creek near Marlow School house to the Bernard River, at the same unit price and to absorb all clearing necessary in widening and relocating part of the present road. The excavation from Buffalo Creek to Armstrong's corner to be 15¢ per cubic yard and from Armstrong's corner to the river at 17¢ per cubic yard, outlet ditches at 15¢.

July 13, 1931 - Commissioners Court Minutes, Vol 8, p 552

Exhibit 16

DEED 136

(L.S.) Marjorie Bolton, Notary Public, Texas:  
 Approved as to: Terms S.E.Monroe, Description S.E.Monroe Form S.E.Dowdy  
 Filed for Record Aug. 15, 1931 at 8 o'clock A.M.  
 Recorded Aug. 18, 1931 at 2:30 o'clock P.M.

*Dannie M. Lehman*  
 Clerk County Court Fort Bend County, Texas

By \_\_\_\_\_ Deputy

Frank Kostelnik et ux  
 To # 12781 **Compared** R/W Deed Dated, August 15, 1931  
 Fort Bend County, \_\_\_\_\_  
 THE STATE OF TEXAS )  
 COUNTY OF FORT BEND )

KNOW ALL MEN BY THESE PRESENTS: That Frank Kostelnik and wife Frances Kostelnik of the County of Fort Bend and State of Texas, for and in consideration of the sum of One Hundred (\$116.00) Sixteen & no/100) Dollars, to us in hand paid by the County of Fort Bend, in the State of Texas, the receipt of which is hereby acknowledged, and the further consideration of establishing and maintaining a Public Road 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 18 to 20 feet in width, over and across 1.465 acres of the Sec. 94 1/2 H.A.T.C.R.Co.Survey of land, situated in said County of Fort Bend and State of Texas, said Right of Way to cross said land as follows, to-wit:

Being a narrow strip of land off the Northeast and Northwest side of the 57.3 acres tract described in the Deed from P.P.Hubenak Jr. to Frank Kostelnik, Vol. 114 page 549 of the Deed Records of Fort Bend County, Texas, Said strip of land is an addition to right of way formerly procured by Fort Bend County, and is more particularly described as follows:

- Beginning at the present West fence corner said 57.3 acre tract;
- Thence S. 45° E. 18 feet to a point in the Southeast line of the proposed 80 foot right of way for the Fenske Road;
- Thence N. 45° E. along said proposed 80 foot right-of way line 1841 feet to the beginning of a curve;
- Thence curving to the right on a curve, the radius of which is 64 feet; 101.2 feet to the end of Curve;
- Thence S. 44° 14' E. 1163.3 feet to a point in the present Southeast fence line of said 57.3 acre tract;
- Thence N. 45° E. 20 feet to the present East fence corner said 57.3 acre tract;
- Thence in a Northwesterly direction along the present Northeast fence line of said 57.3 acre tract 1247.3 feet to the present North fence corner of same;
- Thence in a Southwesterly direction along the present Northeast fence line said 57.3 acre tract, 1924 feet to the point of beginning and containing 1.465 acres of land.

Grantors to move fence and build bridges.  
 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.

WITNESS our hands this 15 day of August 1931.  
 Frank Kostelnik  
 Frances Kostelnik

THE STATE OF

being on the S. B. Beard 360 acre tract, Section 118 of the H. & T. O. R. R. Co. Survey, Fort Bend County, State of Texas, and also a one-half undivided interest in the leases covering two thousand eight hundred (2800) acres more or less, said leases being located in Sections 114 to 119 inclusive of the H. & T. O. R. R. Co. Survey, Fort Bend County, State of Texas; such said contract and interest having been let and assigned by the lease holders, R. V. Tracy, D. J. Lynch, and H. L. Mims;

NOW FOR AND IN CONSIDERATION OF, the sum of One Hundred Fifty & no/100 Dollars (\$150.00), the undersigned George B. Stone and George D. Wyman do hereby and forever grant, demise, convey and sell an undivided one Fortieth (1/40) interest in their said holdings and interest as provided for them in the above referred to contract, said one/Fortieth (1/40) interest being hereby sold and assigned to W. A. Hopkins, to have and to hold, his heirs and assigns.

WITNESSETH:- Our hands and seals this 19th day of August, A. D. 1931.

Geo. B. Stone.

Geo. D. Wyman.

The State of Texas,  
County of Harris.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Geo. B. Stone, known to me to be the person whose name he subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 19th day of August, A. D. 1931.

William Davies,  
Notary Public in and for Harris  
County, Texas.

(Seal)

The State of Texas,  
County of Harris.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Geo. D. Wyman, known to me to be the person whose name he subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 19th day of August, A.D. 1931.

William Davies,  
Notary Public in and for Harris  
County, Texas.

(Seal)

Filed for Record the 9th. day of September, 1931 at 8 o'clock A. M.  
Recorded the 16th. day of September, 1931 at 9. o'clock A. M.

*Thannie M. Lehman*  
County Clerk, Fort Bend County, Texas.

Joe Pavlin et ux.

To \$12593. R/W Deed. Dated, -- August 31, 1931.

Fort Bend Co.

*Comments*

THE STATE OF TEXAS,  
County of Fort Bend:

KNOW ALL MEN BY THESE PRESENTS:-

That we, Joe Pavlin and wife Josefina Pavlin, of the County of Austin, and State of Texas, for and in consideration of the sum of One Hundred and no/100 Dollars to us in hand paid by the County of Fort Bend, in the State of Texas, the receipt of which is hereby acknowledged, and the further consideration of establishing and maintaining a Public Road over and across the land hereinafter described, have Remised, Released, and Quitclaimed, and by these presents do Remise, Release and Quitclaim, unto the said County of Fort Bend, the right of way 20 feet and less feet in width, over and across 1.27 acres of the Wm. Leach Survey of land, situated in said County of Fort Bend and State of Texas, said Right of Way

☆

Exhibit #17 Page 2

DEED 136

to cross said land as follows, to-wit:

Being a strip of land 2571.5 feet long and 20 feet and less in width off the Southeast side of the 100 acre tract of land conveyed by Robert Rose to Joseph Pavlin by deed recorded Vol. 64 page 59 of the Deed Records of Fort Bend County, Texas. Said strip of land is an addition to right of way formerly procured by Fort Bend County and is more particularly described as follows:

Beginning at the present South fence corner of said 100 acre tract;

Thence N. 45 deg. W. 19 feet to the point where the Southwest line of said 100 acre tract crosses the Northwest line of the proposed 80 foot right of way for the Fenske Road;

Thence N. 45 deg. E. along said proposed 80 foot right of way line 2500.5 feet to the beginning of a curve;

Then curving to the right on a curve, the radius of which is 144 feet for a distance of 79.1 feet to the point where said curve crosses the present Southeast fence line of said 100 acre tract;

Thence in a Southwesterly direction along said present fence line 2872.5 feet more or less to the point of beginning and containing 1.27 acres.

It is agreed that the grantors herein shall remove the present fence and build any bridges they may desire across the road ditch, at their own costs and expense.

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.

WITNESS our hands this 31 day of August, A.D. 1931.

Joe Pavlin.  
Josefina Pavlin.

The State of Texas,  
County of Austin.

BEFORE ME, the undersigned authority, a Notary Public in and for Austin County, Texas, on this day personally appeared Joe Pavlin and Josefina Pavlin, 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 Josefina Pavlin, wife of the said Joe Pavlin, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Josefina Pavlin, acknowledged such instrument to be her act and deed and 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 the 31 day of August, A. D. 1931.

J. W. Borgel,  
Notary Public in and for  
Austin County, Texas.

(Seal)

Filed for record Sept. 9, 1931 at 11 o'clock A. M.  
Recorded Sept. 16, 1931 at 9:15 o'clock A. M.

*Dennie M. Lehman*  
County Clerk, Fort Bend County, Texas.

By \_\_\_\_\_ Deputy.

Mamie Crowder et vir.

To \$12594.

Compared

Warranty Deed.

Dated, — September 8, 1931.

Vance G. Snedecor.

THE STATE OF TEXAS  
County of Fort Bend:

KNOW ALL MEN BY THESE PRESENTS:

That we, Mamie Crowder ( nee Ruskey) and husband, R. S. Crowder, of the County of Fort Bend, State of Texas, for and in consideration of the sum of Nine Hundred

Thence North 45° West along said Southwest fence line said Armstrong tract 55.5 feet to its present West fence corner;

Thence in a Northeasterly direction along the present Northwest fence line said Armstrong tract 7820 feet more or less to the point of beginning and containing 8.20 acres.

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.

Witness our hands this \_\_\_\_ day of \_\_\_\_\_ 193\_\_\_\_.

Geo.W.Armstrong

Iona Armstrong

THE STATE OF TEXAS )  
COUNTY OF FORT BEND )

BEFORE ME, the undersigned authority a Notary Public in and for Fort Bend County, Texas, on this day personally appeared Geo.W.Armstrong & Iona Armstrong known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and acknowledged to me that they executed the same for the purposes and considerations therein expressed. And the said Iona Armstrong wife of the said Geo.W.Armstrong having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Iona Armstrong acknowledged such instrument to be her act and deed, and declared \_\_\_\_ she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office at Needville, Texas, this 22nd day of September A.D. 1931.

A.C.Schendel, Notary Public in and for Fort Bend County, Texas.

(L.S.)

Filed for Record Sept. 26, 1931 at 9 o'clock A.M.  
Recorded October 1, 1931 at 3:50 o'clock P.M.

*Dennie M. Lehman*  
Clerk County Court Fort Bend County, Texas

By \_\_\_\_\_ Deputy

Fred W. Schawe et ux

To #129866

Fort Bend County

THE STATE OF TEXAS )

COUNTY OF FORT BEND )

Compared

R/W Deed

Dated, June 5, 1931

KNOW ALL MEN BY THESE PRESENTS: THAT we, Fred W. Schawe and wife Mrs. Fred W. Schawe, (formerly Selma Klosterhoff) of the County of Fort Bend and State of Texas, for and in consideration of the sum of One Dollars, to us in hand paid by the County of Fort Bend, in the State of Texas, the receipt of which is hereby acknowledged, and the further consideration of establishing and maintaining a Public Road 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 3 to 4 feet in width, over and across 0.098 acres of the Sec. 16 H. & T.O.R.R.Co. Survey of land, situated in said County of Fort Bend and State of Texas, said Right of Way to cross said land as follows, to-wit:

Being a strip of land 3 to 4 feet wide and 1300 feet long off the Northwest side of the 53.33 acre tract conveyed by Mrs. Emma Berger to Selma Klosterhoff by deed recorded Vol: 85, page 205 of the Deed Records of Fort Bend County, Texas. Said strip of land is an addition to right of way formerly procured by Fort Bend County and is more particularly described

as follows:

Beginning at the present West fence corner said Selma Klosterhoff tract; Thence S. 45° E. 3 feet to a point in the South east line of the proposed 50 foot right of way for the Fenske Road;

Thence N. 45° E. along said proposed 50 foot right of way line 1300 feet to the point where it crosses the Northeast fence line said Klosterhoff tract;

Thence N. 45° W. 4 feet to the present North fence corner said Klosterhoff tract;

Thence in a Southwesterly direction along the present Northwest fence line said Klosterhoff tract 1300 feet more or less to the point of beginning and containing 0.095 acre.

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.

WITNESS our hands this 5th day of June 1931.

Fred W. Schawe

Mrs. Fred W. Schawe

THE STATE OF TEXAS )  
COUNTY OF FORT BEND )

BEFORE ME, Edward Risinger a Notary Public in and for Fort Bend County, Texas, on this day personally appeared Fred W. Schawe, and Mrs. Fred W. Schawe his wife both known to me to be the persons whose names are subscribed to the foregoing instrument of writing and acknowledged to me that they each executed the same for the purposes and considerations therein expressed, And the said Mrs. Fred W. Schawe, wife of the said Fred W. Schawe having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mrs. Fred W. Schawe 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 at Rosenberg, Texas, this 5th day of June A.D. 1931.

Edward Risinger, Notary Public in and for Fort Bend Co. Texas.

(L.S.)

Filed for Record Sept. 28, 1931 at 10 o'clock A.M.

Recorded October 1, 1931 at 4:30 o'clock P.M.

*Dannie M. Lehman*  
Clerk County Court Fort Bend County, Texas

By \_\_\_\_\_ Deputy

P.P. Hubenak Jr. et ux

To # 12967

Fort Bend County

THE STATE OF TEXAS )

COUNTY OF FORT BEND )

Compared

R/W Deed

Dated, June 6, 1931

KNOW ALL MEN BY THESE PRESENTS: THAT We, P.P. Hubenak Jr, and Gusta Hubenak his wife of the County of Fort Bend and State of Texas, for and in consideration of the sum of One Dollars, to \_\_\_\_\_ in hand paid by the County of Fort Bend, in the State of Texas, the receipt of which is hereby acknowledged, and the further consideration of establishing and maintaining a Public Road over and across the land hereinafter described, have Remised, Released, and Quit-Claimed, and by these presents do Remise, Release and Quit-

siderations therein expressed. And the said Gusta Hubenak wife of the said P.P.Hubenak Jr, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Gusta Hubenak, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office at Rosenberg, Texas, this 6 day of June A.D. 1931.

(L.S.)

Edward Risinger, Notary Public in and for Fort Bend Co. Texas.

Filed for Record Sept 25, 1931 at 10 o'clock A.M.

Recorded October 2, 1931 at 5:25 o'clock A.M.

*Hannie M. Schinner*  
Clerk County Court Fort Bend County, Texas

By \_\_\_\_\_ Deputy

Louis Fenske

To # 12964

*Compared*

R/W Deed

Dated, June 8, 1931

Fort Bend County

THE STATE OF TEXAS )

COUNTY OF FORT BEND )

KNOW ALL MEN BY THESE PRESENTS: That Louis Fenske of the County of Fort Bend and State of Texas, for and in consideration of the sum of One Dollar, to \_\_\_ in hand paid by the County of Fort Bend, in the State of Texas, the receipt of which is hereby acknowledged, and the further consideration of establishing and maintaining a Public Road 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 31.5 and less feet in width, over and across 1.286 acres of the Sec. 16 H.&T.O.R.R.Co. Survey of land, situated in said County of Fort Bend and State of Texas, said Right of Way to cross said land as follows, to-wit:

Being two strips of land off the Northwest side of the Louis Fenske 141 acre in Section 16 H.&T.O.R.R.Co. Survey. Said two strips of land separated by the 150 foot right of way for the Damon Mound Branch of the G.H.& S.A.R.R. are additions to right of way formerly procured by Fort Bend County and are separately and more particularly described as follows:

Tract 1: Beginning at the present North fence corner of said Fenske tract; Thence S. 45° E. 19.5 feet to the point where the Northeast line said Fenske tract crosses the Southeast line of the proposed 80 foot right of way for the Fenske Road;

Thence S. 45° W. along said proposed 80 foot right of way line 370.2 feet to the point where it crosses the East right of way line of said G.H.& S.A.R.R.;

Thence N. 3° 09' E. 31.5 feet along said East right of way line of G.H. & S. A.R.R. to the point where it crosses the present Northwest fence line said Fenske tract;

Thence in a Northeasterly direction along said present Northwest fence line of Fenske tract 280.9 feet to the point of beginning and containing 0.157 acre;

Tract 2: Beginning at the point where the West right of way line of said G.H.& S.A.R.R. crosses the Southeast line of the proposed 80 foot right of way for the Fenske Road;

Thence S. 45° W. along said proposed 80 foot right of way line 2526.9 feet to the point where it crosses the Southwest fence line said Fenske tract;

Thence N. 45° W 4 feet;

Thence North 21.9 feet;

Thence in a Northeasterly direction along the present Northwest fence line said Fenske tract 2532.6 feet to the point where it crosses the East right of way line of the O.H.& S.A.R.R.;

Thence S. 3° 09' W. 26.5 feet along said East line O.H.& S.A.R.R. to the point of beginning and containing 1.129 acres.

The Total acreage contained in the two above described tracts is 1.256 acres of land.

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.

WITNESS my hand this 5 day of June 1931.

Louis Fenske

THE STATE OF TEXAS )  
COUNTY OF FORT BEND )

BEFORE ME, Edward Risinger a Notary Public in and for Fort Bend County, Texas, on this day personally appeared Louis Fenske, 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 at Rosenberg, Texas, this 5 day of June A.D. 1931.

Edward Risinger, Notary Public in and for

(L.S.)

Fort Bend Co. Texas.

Filed for Record Sept. 25, 1931 at 10 o'clock A.M.

Recorded October 2, 1931 at 9 o'clock A.M.

*Dannie M. Lehman*  
Clerk County Court Fort Bend County, Texas

By \_\_\_\_\_ Deputy

Albert Berger et ux

To # 12969

Fort Bend County

THE STATE OF TEXAS )

COUNTY OF FORT BEND )

Compared

R/W Deed

Dated, June 5, 1931

KNOW ALL MEN BY THESE PRESENTS: THAT We, Albert Berger and wife Emma

Berger of the County of Fort Bend and State of Texas, for and in consideration of the sum of One Dollars to us in hand paid by the County of Fort Bend, in the State of Texas, the receipt of which is hereby acknowledged, and the further consideration of establishing and maintaining a Public Road 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 3 to 4 feet in width, over and across 0.219 acres of the Sec. 16 H.& T.C.R.R.Co. Survey of land, situated in said County of Fort Bend and State of Texas, said Right of Way to cross said land as follows, to-wit:

Being a strip of land 2599 feet long and 3 to 4 feet wide off the Northwest side of two tracts in Section 16 H.& T.C.R.R.Co. Survey aggregating 106.67 acres. The first tract is that conveyed by Selma Klosterhoff to Emma Berger by deed recorded Vol. 85, page 209 of the Deed Records of Fort Bend County, Texas; and the second tract is that conveyed by Theo. Klosterhoff, et ux, to Albert Berger & Emma Berger by deed recorded Vol. 104, page 136 of the Deed Records of Fort Bend County, Texas. Said strip of land is an addition to right of way formerly procured by Fort Bend County and is more particularly described as follows:



Beginning at the present West fence corner of the first tract mentioned above;

Thence S. 45° E. 4 feet to the point where the South west line said first mentioned tract crosses the South east line of the proposed 80 foot right of way for the Fenake Road;

Thence N. 45° E. along said proposed 80 foot right of way line; at 1948.1 feet crossing the dividing line between the two above mentioned tracts and continuing for a total distance of 2599 feet to the point where said proposed 80 foot right of way line crosses the Northeast line of the second above mentioned tract;

Thence N. 45° W. 3 feet to the present North fence corner said second above mentioned tract;

Thence in a Southwesterly direction along the present Northwest fence lines of both tracts mentioned above for a distance of 2599 feet more or less to the point of beginning and containing 0.219 acre;

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.

WITNESS our hands this 8 day of June 1931.

Albert Berger

Emmy Berger

THE STATE OF TEXAS )  
COUNTY OF FORT BEND )

BEFORE ME, Edward Risinger, a Notary Public in and for Fort Bend County, Texas, on this day personally appeared Albert Berger and Emmy Berger his wife both known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and acknowledged to me that they executed the same for the purposes and considerations therein expressed. And the said Emmy Berger wife of the said Albert Berger having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Emmy Berger acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office at Rosenberg, Texas, this 8 day of June A.D. 1931.

Edward Risinger, Notary Public in and for Fort Bend Co. Texas.

(L.S.)

Filed for Record Sept. 28, 1931 at 10 o'clock A.M.

Recorded Oct. 2, 1931 at 9:30 o'clock A.M.

*Dannie M. Lehman*  
Clerk County Court Fort Bend County, Texas

By \_\_\_\_\_ Deputy

Herman Lenke et ux

To # 12970

Fort Bend County

THE STATE OF TEXAS )

COUNTY OF FORT BEND )

Compared

R/W Deed

Dated, June 29, 1931

KNOW ALL MEN BY THESE PRESENTS: THAT Herman Lenke, and Othilie Lenke, ~~xxxxx~~; his wife of the County of Fort Bend and State of Texas, for and in consideration of the sum of One Dollar, to us in hand paid by the County of Fort Bend, in

Exhibit # 20 page 3

DEED 136

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357

the State of Texas, the receipt of which is hereby acknowledged, and the further consideration of establishing and maintaining a Public Road 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 20 ft. and less feet in width over and across 0.332 acres of the A.J. James survey of land, situated in said County of Fort Bend and State of Texas, said Right of Way to cross said land as follows, to-wit:

Being a strip of land 776.6 feet long and 20 feet and less in width off the Southwest side of the 160 acre tract conveyed by J.T. Dyer to H. Lemke by deed recorded Vol. 27 page 607 of the Deed Records of Fort Bend County, Texas. Said strip of land is an addition to right of way formerly procured by Fort Bend County and is more particularly described as follows:

Beginning at the present South fence corner said 160 acre tract;

Thence N. 45 E. 20 feet to the point where the South east line said 160 acre tract

crosses the Northeastline of the proposed 80 foot right of way for the Finske Road;

Thence N. 44° 14' W. along said 80 foot right of way line 703.6 feet to the beginning of a curve;

Thence curving to the left on a curve the radius of which is 144 feet, for a distance of 77 feet to the point where said curve crosses the present Southwest fence line of said 160 acre tract;

Thence in a Southeasterly direction along said present Southwest fence line 776.6 feet more or less to the point of beginning and containing 0.332 acre.

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.

WITNESS our hands this 29 day of June 1931.

Herman Lemke  
Othilie Lenke

THE STATE OF TEXAS )  
COUNTY OF FORT BEND )

BEFORE ME, Edward Risinger, a Notary Public in and for Fort Bend County, Texas, on this day personally appeared Herman Lemke and Othilie Lenke, his wife both known to me to be the person whose name is subscribed to the foregoing instrument of writing and acknowledged to me that they each executed the same for the purposes and considerations therein expressed. And the said Othilie Lenke wife of the said Herman Lemke having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Othilie Lenke acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office at Rosenberg, Texas, this 29 day of June A.D. 1931.

Edward Risinger, Notary Public in and for  
Fort Bend Co., Texas.

(L.S.)

Filed for Record Sept. 28, 1931 at 10 o'clock A.M.  
Recorded Oct. 2, 1931 at 10 o'clock A.M.

*Nannie M. Lehman*  
Clerk County Court Fort Bend County, Texas

By \_\_\_\_\_ Deputy

Vinco Kovak et ux:  
To #12971  
Fort Bend County,

Compared  
R/W Deed

Dated, June 29, 1931

THE STATE OF TEXAS )  
COUNTY OF FORT BEND )



KNOW ALL MEN BY THESE PRESENTS: that we, Vince Novak and wife Kristina Novak of the County of Fort Bend and State of Texas, for and in consideration of the sum of One Dollar, to us in hand paid by the County of Fort Bend, in the State of Texas, the receipt of which is hereby acknowledged, and the further consideration of establishing and maintaining a Public Road 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 14.5 to 17.5 feet in width, over and across 0.971 acres of the Wm. Leach survey of land, situated in said County of Fort Bend and State of Texas said Right of Way to cross said land as follows, to-wit:

Being two strips of land totaling 2709.3 feet in length and varying in width from 14.5 feet to 17.5 feet, off the Southeast side of the tract of land conveyed to Vince Novak by Hiram Righter by deed recorded Vol. 60 page 144 of the Deed Records of Fort Bend County, Texas, Said two strips of land separated by the 100 foot right of way for the Damon Mound Branch of the G.H. & S.A.R.R. Co. are additions to right of way formerly procured by Fort Bend County and are separately and more particularly described as follows: Tract 1. Beginning at the present South fence corner said Vince Novak tract of land.



Thence N. 45° W. 17 feet to a point in the North west line of the proposed 50 foot right of way for the Fenske Road;

Thence S. 45° E. along said proposed 50 foot right of way line 2224.5 feet to a point in the West line said G.H. & S.A.R.R. right of way;

Thence S. 3° 09' W. along the West line said G.H. & S.A.R.R. right of way 23 feet to a point in the present South east fence line said Vince Novak tract;

Thence in a Southwesterly direction along the Southeast fence line of said Vince Novak tract, 2207.7 feet more or less to the point of beginning and containing 0.789 acre of land.

Tract 2. Beginning at the present East fence corner of said Vince Novak tract of land;



Thence N. 45° W. 17.5 feet to a point in the North west line of the proposed 50 foot right of way for the Fenske Road;

Thence S. 45° W. along said proposed 50 foot right of way line 484.5 feet to a point in the East line said G.H. & S.A.R.R. right of way;

Thence S. 3° 09' W. along said East line of G.H. & S.A.R.R. right of way 22 feet to a point in the present Southeast fence line of said Vince Novak tract;

Thence in a Northeasterly direction along said present Southeast fence line of Vince Novak tract 500.9 feet to the point of beginning and containing 0.182 acre.

The total acreage contained in the two above described strips of land is 0.971 acre of land.

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.

WITNESS our hands this 29 day of June 1931.

Vino Novak  
Kristina Novak

THE STATE OF TEXAS )  
COUNTY OF FORT BEND )

BEFORE ME, Edward Risinger a Notary Public in and for Fort Bend County, Texas, on this day personally appeared Vino Novak and Kristina Novak his wife both

Exhibit # 27

known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and acknowledged to me that they executed the same for the purposes and considerations therein expressed. And the said Kristina Novak wife of the said Vino Novak having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Kristina Novak acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office at Rosenberg, Texas, this 29 day of June A.D. 1931.

(L.S.) Edward Risinger, Notary Public in and for Fort Bend Co., Texas.

Filed for Record Sept. 25, 1931 at 10 o'clock A.M.

Recorded Oct. 2, 1931 at 10:30 o'clock A.M.

*Dannie M. Lehman*  
Clerk County Court Fort Bend County, Texas

BY \_\_\_\_\_ Deputy

Emma Miller et als

To # 12972

Fort Bend County

THE STATE OF TEXAS )

COUNTY OF FORT BEND )

Compared

R/W Deed

Dated, June 22, 1931

KNOW ALL MEN BY THESE PRESENTS: That We, Emma Miller, a feme sole and Ella Haag joined herein by her husband P.J. Haag of the County of Bexar and State of Texas, for and in consideration of the sum of One Dollar, to us in hand paid by the County of Fort Bend, in the State of Texas, the receipt of which is hereby acknowledged, and the further consideration of establishing and maintaining a Public Road 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 17 to 36 feet in width, over and across 3.229 acres of the Sec. 16 H. & T. O. R. R. Co. Survey of land situated in said County of Fort Bend and State of Texas, said Right of way to cross said land as follows, to-wit:

Being a strip of land 4282.3 feet long and 17 to 36 feet wide off the Southeast side of the 211.05 acres referred to in deed recorded Vol. 125 page 448 of the Deed Records of Fort Bend, County Texas, and which is hereinafter mentioned as the Miller tract. Said strip of land is an addition to right of way formerly procured by Fort Bend County and is more particularly described as follows:

Beginning at the present South fence corner said Miller tract;

Thence N. 45° W. 32.5 feet to the point where the present Southwest fence line said Miller tract crosses the Northwest line of the proposed 80 foot right of way for the Fenske Road;

Thence N. 45° E. along said proposed 80 foot right of way line 4282.3 feet to the point where it crosses the present Northeast fence line said Miller tract;

Thence S. 45° E. 17 feet to the present East fence corner said Miller tract;

Thence in a Southwesterly direction along the present Southeast fence line said Miller tract with its meanders 4289.1 feet more or less to the point of beginning and containing 3.229 acres.

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.

EXHIBIT 2

WITNESS our hands this 22nd day of June 1931

Emma Miller  
Ella Haag  
P.J. Haag

THE STATE OF TEXAS )  
COUNTY OF BEXAR )

BEFORE ME, Henry Stahl, a Notary Public in and for Bexar County, Texas, on this day personally appeared Mrs. Ella Haag joined by her husband, Peter Haag known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and acknowledged to me that they executed the same for the purposes and considerations therein expressed. And the said Ella Haag wife of the said Peter Haag having been examined by me privately and apart from her husband, and having the same fully explained to her, she, the said Ella Haag acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office, at San Antonio, Texas, this 24 day of June A.D. 1931.

Henry Stahl, Notary Public  
Bexar County, Texas.

(L.S.)  
STATE OF TEXAS )  
COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, on this day personally appeared Emma Miller, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 22nd day of June 1931.

(L.S.) M. Pankrats, Notary Public, Bexar County, Texas

Filed for Record Sept. 28 1931 at 10:00 o'clock A.M.

Recorded Oct. 2, 1931 at 11:10 o'clock A.M.

*Dannie M. Lehman*  
Clerk County Court Fort Bend County, Texas

By \_\_\_\_\_ Deputy

Matt Bohacek et ux  
To # 12973  
Fort Bend County  
THE STATE OF TEXAS )  
COUNTY OF FORT BEND )

Compared

R/W Deed

Dated, June 29, 1931

KNOW ALL MEN BY THESE PRESENTS: THAT we, Veronica Bohacek joined herein by her husband Matt Bohacek of the County of Fort Bend and State of Texas, for and in consideration of the sum of One & no/100 Dollars, to us in hand paid by the County of Fort Bend, in the State of Texas, the receipt of which is hereby acknowledged, and the further consideration of establishing and maintaining a Public Road 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 19 to 19.5 feet in width, over and across 0.639 acres of the Sec. 16 F.&T.O.R.R.Co. Survey of land, situated in said County of Fort Bend and State of Texas, said Right of Way to cross said land as follows, to-wit:

Being a strip of land 1446.7 feet long and 19 feet to 19.5 feet wide off the Northwest side of the 60 acre tract conveyed by W.F.Guderian and A.E.Polley to Matt Bohacek by deed recorded Vol. 100, page 88 of the Deed Records of Fort Bend County, Texas, said strip of land is an addition to right of way formerly procured by Fort Bend County, Texas and is more particularly described as follows:



Beginning at the West corner of said 60 acre tract;  
 Thence S. 45° 19.5 feet to a point in the Southeast line of the proposed 60 foot right of way for the Fenske Road;  
 Thence N. 45° E. along said proposed 60 foot right of way line 1446.7 feet to the point where it crosses the Northeast line said 60 acre tract;  
 Thence N. 45° W. 19 feet to the present North fence corner of said 60 acre tract;  
 Thence in a Southwesterly direction along the present Northwest fence line said 60 acre tract 1446.7 feet more or less to point of beginning and containing 0.639 acre.

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.

WITNESS our hands this 29 day of June 1931.

Witnesses:  
 Edward Risinger  
 THE STATE OF TEXAS )  
 COUNTY OF FORT BEND )  
 Matt Bohacek  
 her  
 Veronica X Bohacek  
 mark

BEFORE ME, Edward Risinger, a Notary Public in and for Fort Bend County, Texas, on this day personally appeared Veronica Bohacek, wife of Matt Bohacek known to me to be the person whose name is subscribed to the foregoing instrument of writing, having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Veronica Bohacek acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office at Rosenberg, Texas, this 29 day of June A.D.1931.  
 Edward Risinger, Notary Public in and for Fort Bend Co., Texas.  
 (L.S.)  
 The State of Texas )  
 County of Liberty )

BEFORE ME, the undersigned authority, a Notary Public in and for Liberty County, Texas, on this day personally appeared Matt Bohacek, 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 6 day of July A.D.1931.  
 W.F.Jamison, Notary Public in and for Liberty County, Texas.

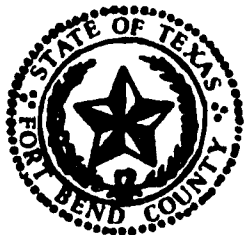
Filed for Record Sept. 28, 1931 at 19 o'clock A.M.  
 Recorded Oct. 2, 1931, at 11:30 o'clock A.M.

By Deputy Hannie M. Lehman  
 Clerk County Court Fort Bend County, Texas

Hy. Gerken et ux  
 To # 12974 Compared R/W Deed Dated, June 27, 1931  
 Fort Bend County,  
 THE STATE OF TEXAS )  
 COUNTY OF FORT BEND )

KNOW ALL MEN BY THESE PRESENTS: That Hy. Gerken and Anna Gerken his wife of the County of Fort Bend and State of Texas, for and in consideration of the sum of One Dollar to us in hand paid by the County of Fort Bend, in the State of Texas, the receipt of which is hereby acknowledged, and the further consideration of establishing and maintaining a Public Road over and across the land hereinafter described, have Remised, Released, and Quit-Claimed, and by these presents do Remise and Release and Quit-Claim unto

0030



**MAIN LIBRARY**

CAROLYN CONRAD, LIBRARIAN  
1601 LIBERTY STREET  
RICHMOND, TEXAS 77469  
713/232-8562 or 342-4455

**FORT BEND COUNTY LIBRARY**

**BRANCHES**

**ALBERT GEORGE LIBRARY**

ROSE HARPER, LIBRARIAN  
9230 GENE STREET, P.O. BOX 507  
NEEDVILLE, TEXAS 77461  
713/793-4270

**MAMIE GEORGE LIBRARY**

JANE POWELL, LIBRARIAN  
320 DULLES AVENUE  
STAFFORD, TEXAS 77477  
713/491-8086

March 6, 1986

Honorable Jodie Stavinoha, County Judge  
County Commissioners of Fort Bend County  
Box 368  
Richmond, Texas 77469

Gentlemen:

I respectfully request that the County Purchasing Agent be authorized to advertise for bids for a book contract for high demand books.

The vendor should be able to deliver promptly since the books that will be ordered on this contract will be books that many patrons will request. Funds are available for Account no. 10-50-0030-3050. Additional specifications and suggested vendors are attached.

Thank you,

Sincerely,

Carolyn Conrad  
County Librarian

*Approved*

15. CONSIDER GRANTING EXEMPTION TO COMPETITIVE BIDDING REQUIREMENT OF ART. 2368A.5 V.A.T.S. AND ACCEPT SIGNED STATEMENT FROM PURCHASING AGENT AS TO AVAILABILITY FROM ONLY ONE SOURCE OF PARADYNE DUPLEXORS PER REQUIREMENTS OF HOUSTON PUBLIC LIBRARY:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pustka voting no, it is ordered to grant exemption to competitive bidding requirement of Art. 2368a, V.A.T.S. and accept signed statement from Purchasing Agent as to availability from only one source of paradyne duplexors per requirements of Houston Public Library and purchase two Paradyne Duplexors at \$2,900.00 each, for the George Memorial Library. (Recorded in minutes in full)

RECESS :

Commissioners' Court recessed at 11:45 a.m.

RECONVENE :

Commissioners' Court reconvened at 1:30 p.m.

16. 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.

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

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to set public hearing for March 24 at 2:00 p.m. to consider regulations for drainage within the Clear Creek Watershed and request District Attorney to assure that proper public notice is posted and an effort be made to notify interested landowners within the watershed.

Moved by Commissioner Pressley and motion fails due to lack of a second, to pay claim of James Hancock III in the amount of \$7,500 for insurance services rendered to the County.

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Denham voting no, Commissioner Pressley voting no and Judge Stavinoha voting yes, it is ordered to deny claim of James Hancock III of \$7,500 for insurance services rendered to the County.

18. 1:30 P.M. - OPEN BIDS FOR THE FOLLOWING: (1) AGRICULTURAL LEASE ON 90 ACRES MORE OR LESS NORTH OF KLAUKE RD. BETWEEN BLUME RD. & WALSH RD., (BID #86-22); (2) OIL, GAS & MINERAL LEASE ON 0.5 ACRES OF LAND A PART OF JOHN RANDON LEAGUE, A-76, FORT BEND COUNTY, TEXAS (BID 86-23) (3) OIL, GAS & MINERAL LEASE ON 86.0347 ACRES OF LAND, A PART OF HENRY SCOTT LEAGUE, ABS. 83, AND THE H & TCRR CO. SURVEY, ABS. 212, FORT BEND COUNTY, TEXAS (BID #86-24):

Open bid for agricultural lease on 90 acres more or less north of Klauke Rd. between Blume Rd. & Walsh Rd.:

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

- |                    |             |
|--------------------|-------------|
| A) Herbie Kroesche | \$ 2,100.00 |
| B) Lloyd Johnson   | \$ 1,266.00 |

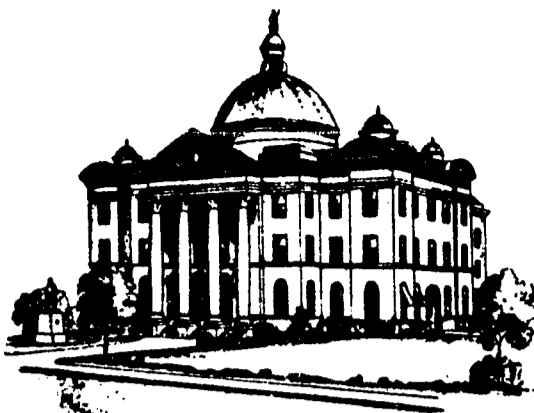
Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, Commissioners' Court finds that the best bid be awarded to HERBIE KROESCHE in the amount of \$2,100. (Recorded in minutes in full)



75

00956

0030  
OFFICE OF  
JOHN J. HAMMETT  
PURCHASING AGENT



P.O. BOX 368  
RICHMOND, TEXAS 77489  
(713) 342-3411

STATE OF TEXAS COUNTY OF FORT BEND

March 7, 1986

To: Each Member  
Commissioners Court of  
Fort Bend County, Texas

Sir:

Art. 2368a.5 V.A.T.S provides that the purchase of an item that can be obtained from only one source is exempt from the requirements for competitive bidding.

The George Memorial Library requires two (2) Paradyne Multiplexors, DC X 861, Option T, Model 2961-14 in order to connect into the Houston Public Library computer system. The devices cost \$2,900.00 each.

The requirement for this particular multiplexor has been stated by letter from Houston Public Library (attached).

After an exhaustive search for more than one source of these multiplexors I am convinced that there exists only one source; that source being Paradyne Corporation, 2950 North Loop West, Suite 880, Houston, Texas 77092.

I therefore request your authorization to make this purchase without competitive bids and request that this letter be entered into the minutes of the Court.

*John J. Hammett*  
John J. Hammett  
Purchasing Agent



00957

# CITY OF HOUSTON

Houston Public Library  
500 McKinney Avenue Houston, Texas 77002  
713/224-5441

Kathryn J. Whitmire, Mayor

CITY COUNCIL MEMBERS Larry McKaskle · Ernest McGowen, Sr · George Greanias · Anthony W. Hall, Jr · Frank O. Mancuso · John G. Goodner · Christin Hartung  
Dale M. Garczynski · Ben T. Reyes · Jim Westmoreland · Eleanor Tinsley · Jim Greenwood · Homer L. Ford · Judson Robinson, Jr · CITY CONTROLLER Lance Lalor

David M. Henington  
Library Director

0030

February 24, 1986

Sylvia Powers  
Fort Bend County Public Library  
1601 Liberty  
Richmond, TX 77640

Dear Sylvia:

This is to confirm to you that the only multiplexor authorized for use with the HALS/CAN Network is the multiplexor which should be purchased and serviced by the Paradyne Corporation. DataPhase has tested several other multiplexors, but none have performed satisfactorily with the ALIS III software. DataPhase will not warrant the software reliability with untested hardware, due to the possibility of data corruption.

If you have further questions, please do not hesitate to contact me.

Sincerely,

Jeannie H. Dixon,  
Coordinator of Automation

00958

0030

Herbert L. Kroesche  
Rt 1 Box 447  
Beasley, Texas 77417

409-387-2566

CROP LEASE

Fort Bend County, hereinafter referred to as "Lessor" do hereby lease the following described land to Herbert L. Kroesche, hereinafter referred to as "Lessee", for the 1986 crop year, for the sum of \$2100.00. The land covered by this crop lease is described as follows:

90 acres (83.67 net acres)-north of Klaukie Rd. between Blume Rd. and Walsh Rd. in the Southwest side of Rosenberg, approximately 1100 feet North of US 59 and 2 miles West of State Highway 36.

This land to be used for agricultural purposes only.

Lessee agrees to hold harmless and fully indemnify Lessor from any and all liability related directly or indirectly to the farming of this property.

EXECUTED this 10 day of March, 1986.

Herbert L. Kroesche

Herbert L. Kroesche, (Lessee)  
Rt 1 Box 447  
Beasley, Texas 77417

Jane E. Starinohu

Fort Bend County (Lessor)  
P.O. Box 368  
Richmond, Texas 77469

18

BID ITEM: 90 ACRE AGRICULTURAL LEASE

00959

BID NUMBER: 86-22

0030

VENDORS NOTIFIED

COMPANY/INDIVIDUAL

SUBMITTED

HERBIE KROESCHE  
RT. 1, BOX 447  
BEASLEY, TX 77417

\$2100.00

Lloyd Johnson

\$1266.00

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

00960

0030

Issued By: Fort Bend County Purchasing	Bid I.D. No. 86-22	Date Issued: 2 - 18 - 86	Page No. 1	No. of Pages 1
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INVITATION FOR BIDS  
(EXPIRES: 31 Dec 86 )

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., March 10, 1986, for leasing land described in the accompanying schedule, at which time they shall be opened and publicly read.

COUNTY 90 ACRE AGRICULTURAL PURPOSE TRACT

1. SCOPE: Leasing of county land called 90 acres (83.67 net acres) for agricultural purposes.
2. LOCATION: North of Klaukie Rd. between Blume Rd. and Walsh Rd. in the Southwest side of Rosenberg, approximately 1100 feet North of U.S. 59 and 2 miles West of State Highway 36.
3. GENERAL CONDITIONS: The land is to be used exclusively for production of plants and/or animals. No soil shall be removed from any acreage owned by the County, including that land outside the cross hatched area reserved for pipelines and drains as shown on drawing 8605 attached. Fences may be relocated or added with written approval to accomodate operations but trees and barns, if any, shall be preserved in their present locations.
4. SPECIFIC CONDITIONS: All current herbicide and insecticide rules and regulations observed on other land in the county shall be strictly adhered to.
5. DRAWING: No. 8605
6. Offer shall be made by written lease. Fort Bend County reserves the right to reject all offers. Upon award of lease successful bidder shall pay by cash or cashier's check the full amount of his offer.
7. This signed bid document along with the above required lease shall become the contract between the successful bidder and Fort Bend County.

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:	DATE OF BID:
TYPE OR PRINT SIGNER'S NAME, TITLE AND PHONE NUMBER:	TYPE OR PRINT CONTACT PERSON'S NAME, TITLE, AND PHONE NUMBER:	

BID ITEM: LEASE OF OIL, GAS AND MINERAL RIGHTS ON 0.5 ACRES OF LAND

BID NUMBER: 86-23

0030

VENDORS NOTIFIED BY LETTER

COMPANY/INDIVIDUAL

SUBMITTED

CHUCK REAGAN  
5718 WESTHEIMER #2210  
HOUSTON, TX 77057

\_\_\_\_\_

~~Patricia~~

DAVID COLLINS  
8006 GOLDEN GROVE  
SPRING, TX 77379

370-1312.

✓ ~~150.00~~

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

0030 Open bids for oil, gas & mineral lease on 0.5 acres of land, a part of John Randon League, A-76, Fort Bend County, Texas (bid 86-23):

The following bid was presented to Commissioners' Court for review.

A) David Collins

Open bids for oil, gas & mineral lease on 86.0347 acres of land, a part of Henry Scott League, Abs. 83, and the H & TCRR Co. Survey, Abs. 212, Fort Bend County, Texas:

The following bid was presented to Commissioners' Court for review.

A) Robert E. McKinley

19. 1:45 P.M. - DRAINAGE DISTRICT BOARD WILL CONVENE (SEPARATE AGENDA FILED):

See attached Drainage District Board minutes.

20. 2:00 P.M. - HOLD PUBLIC HEARING ON ABANDONMENT OF A PORTION OF THE GRAVEL ROAD KNOWN AS OIL FIELD ROAD IN PRECINCT 4

A petition was presented to Commissioners' Court to close a portion of Oil Field Rd.

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to permanently close a portion of Oil Field Road from Highway 6 to Austin Parkway (4910 feet) due to consideration of the health, safety and well-being of the public. Effective within 30 days.

The following citizens spoke in favor of closing the road: (Recorded in minutes in full)

Ken Nelson  
Steve Cook  
Mark Anderson

Donald Armstrong  
Gary Simpson

Ron Welch representing J.M. Frost, III discussed Mr. Frost's opposition to closing Oil Field Rd.

Mr. Gene McDwitt with Exxon read into record a letter in opposition to closing Oil Field Rd. (Recorded in minutes in full)

21. ADVERTISE FOR BIDS FOR A PORTABLE OFFICE BUILDING FOR FORT BEND COUNTY :

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for new or used portable office building (40' length or less) for Landfill to be used as an office. Funds to come from insurance payment received due to fire loss of current office.

22. ADJOURNMENT :

Commissioners' Court adjourned at 4:00 p.m. Monday, March 10, 1986.

BID ITEM: LEASE OF OIL, GAS AND MINERAL RIGHTS ON 86.0347 ACRES OF LAND

BID NUMBER: 86-24

0030

VENDORS NOTIFIED

COMPANY/INDIVIDUAL

SUBMITTED

CHUCK REAGAN

Robert E. McKinley

\_\_\_\_\_

✓  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



0030

*Ron Weleke*  
*J.M. Frost*  
*III*

January 31, 1986

Honorable Jodie Stavinoha  
500 Jackson  
Richmond, Texas 77469

Subject: Petition for abandonment of a portion of the dirt road known as Oil Field Road.

Location: From Highway 6 to Austin Parkway (approximately one and one half mile) along the eastern boundary of the Chimneystone subdivision of First Colony in Sugar Land, Texas.

Dear Judge Stavinoha,

We the undersigned residents of the Chimneystone subdivision respectfully request your consideration in this matter. We consider this short section of dirt and gravel road to be a nuisance and a danger to our community. Enclosed are the signatures of approximately one hundred ten Chimneystone residents, representing our community of five hundred sixty four homes.

Thank you,

The Chimneystone Homeowners

*March 10*  
*2 PM*

Steven G. Cook  
*Steven G. Cook*  
Treasurer,  
Chimneystone Board of Directors  
3403 E. Heatherock Circle  
Sugar Land, Texas 77479

Hm: 980-6760  
Wk: 240-2600

Mr. Robert  
Housand

980-2290

~~Petition~~ Petition  
Supporting the abandon-  
ment of Oilfield  
Rd.

TO *J*  
**Phone Message**

LOCAL  LONG DISTANCE

M. Margaret Hardaway  
of 4131 Kitchen Hill Lane

Telephoned	Call him/her	Returned your call
Came in	Will call you	

PHONE 980-5543

MESSAGE: Chimneystone  
Subd Resident  
can't be at hearing  
at 2:00 - but wants  
Oilfield Rd. closed  
also

Taken by N Date 3-10 Time 9:25 a.m.  
p.m.

TO *J*  
**Phone Message**

LOCAL  LONG DISTANCE

M. Mike Muccia

Telephoned	Call him/her	Returned your call
Came in	Will call you	

PHONE 980-8953

MESSAGE: He is in  
support of Closing  
Oilfield Road  
but can't be at  
hearing today

Taken by N Date 3-10 Time 11:15 a.m.  
p.m.

TO *J*  
**Phone Message**

LOCAL  LONG DISTANCE

M. Cindy Occhiogrosso

of Chimneystone Subd

Telephoned	Call him/her	Returned your call
Came in	Will call you	

PHONE

MESSAGE: In support  
of Closing Oilfield  
Rd. - I also  
Pat Gordon  
Bob Johnson

Taken by N Date 3-10 Time 1:45 a.m.  
p.m.

We being registered voters of Fort Bend County and owner/residents of the Chimneystone Planned Community Development subdivision are hereby requesting the abandonment of Oilfield Road as evidenced by our signatures below.

0030

## NAME AND ADDRESS

1. Kelly Anderson 3319 E. Heatherock Circle
2. Lisa Bardeau 3830 Stovepipe Lane
3. Jeff Spitz J. M. Spitz 2922 Old Fort Rd.
4. John T. Rielly 4011 ISSACKS WAY
5. Jimmy Kelly 4011 Issacks Way
6. Nancy P. Dawson 3926 STOVEPIPE LN.
7. Susan Bradstreet 3926 STOVEPIPE LN.
8. Sherry McLean 2803 Old Fort Rd.
9. David C. [unclear] 2619 Lively Ln.
10. [unclear] 2623 LIVELY LN
11. Lamodun Diaz-Hangado 2702 OLD FORT RD
12. Robert M. [unclear] 3118 Whetco Lane
13. Brigitte Blair 3211 E. Heatherock C.
14. Robert Blair 3211 E. Heatherock C.
15. Tom [unclear] 4014 ISSACKS WAY
16. Eric Smith 4014 Issacks Way
17. John B. Shely 3406 E. Heatherock Circle
18. Philip E. Gunn 3414 E. Heatherock Circle
19. Valerie MacDonald 2726 Chimneystone Circle
20. Cassie Johnson 4039 Blacksmith Ln.
21. Nancy Warren 2818 Chimneystone Circle
22. Sandra Simpson 3131 E. Heatherock Circle
23. Kent Halling 3007 GARDEN CANY
24. Janet Cook 3403 E. Heatherock Circle
25. Roy Johnson, Jr. 3835 KITCHEN HILL LANE
26. Long McDougal, Jr. 2511 Lively Lane
27. Leonard Emberson 2618 Lively Lane
28. Paul Krause 3303 E Heatherock Cr.
29. Jerry Simpson 3131 E. HEATHEROCK CR.
30. Kelly Spinnell 2827 Kettle Run Dr.
31. Bill [unclear] 2903 Kettle Run Dr.
32. [unclear] 4031 Shelby Row
33. D.R. Penner 4019 Shelby Row
34. Diane Vaughan 4023 Shelby Row

We being registered voters of Fort Bend County and owner/residents of the Chimneystone Planned Community Development subdivision are hereby requesting the abandonment of Oilfield Road as evidenced by our signatures below.

## NAME AND ADDRESS

1. Bill Holmes 3223 E. Heatherock Cir.
2. Kim Creech 3203 E. Heatherock Cir.
3. Jim Creech 3203 E. Heatherock Cir.
4. DEBBY DEINE 3307 E. HEATHEROCK CIR
5. Tony Johnson 3311 E. Heatherock
6. Mark J. Anderson 3319 E. HEATHEROCK
7. Judy Moncrief 3323 E. Heatherock
8. Steve Cook 3403 E. Heatherock
9. Tom Webb 3407 E. Heatherock
10. Carl N. Vazally 3315 E. Heatherock
11. Linda L. Rye 3031 Garden Lane
12. Gary Street 3023 Garden Lane
13. Carl J. Fitzgerald 3015 Garden Lane
14. Richard White 2927 GARDEN LANE
15. Tony Jot 2519 Old Jot Rd
16. Jean Williams 2919 Garden Ln.
17. Bob & Linda White 2900 S. S. Sampson
18. Valdiene Bynum 2907 Garden Ln.
19. Simon J. Arwood 2903 Garden Ln.
20. Ron McCall 3523 WINDBREAK LANE
21. (circled) Dale Wain 3127 E HEATHEROCK
22. Dick Kinstley 3115 E. Heatherock
23. Jane B Hall 3111 E HEATHEROCK
24. Becky Bartell 3401 E. Heatherock
25. Ed Wain 3102 E HEATHEROCK
26. Michael Wain 3114 E. Heatherock
27. Don Pakoski 3118 E. Heatherock
28. \_\_\_\_\_
29. \_\_\_\_\_
30. \_\_\_\_\_
31. \_\_\_\_\_
32. \_\_\_\_\_
33. \_\_\_\_\_

We being registered voters of Fort Bend County and owner/residents of the Chimneystone Planned Community Development subdivision are hereby requesting the abandonment of Oilfield Road as evidenced by our signatures below.

NAME AND ADDRESS

1. Wendee Atkinson 2919 Old Fort Rd.
2. Nan Stone 3015 Old Fort Rd.
3. Beverly H. Hill 2923 Kettle Run
4. Aurita Neaker 3014 OLD FORT RD.
5. Ha To Teu 3011 OLD FORT RD.
6. Karen Ignasiak 3007 OLD Fort Rd.
7. John D. G. Lighter 3006 OLD FORT RD.
8. Cheryl B. Fattah 3022 Old Fort Rd
9. Richard S. Kuehn 3023 OLD FORT RD
10. Carol J. Peterson 2919 Kettle Run
11. Eve Warren 2915 Kettle Run Dr.
12. Charles R. Photo 2911 Kettle Run Drive
13. Jerry Eudy 2819 Kettle Run Drive
14. ~~Bill~~ M 2815 Kettle Run Drive
15. Mark Williams 2811 Kettle Run
16. Carly J. Greenway 2803 Kettle Run
17. Muhad J. Winters 2739 Kettle Run
18. Arden D. Brown 2735 Kettle Run
19. Micho G. Moore 2730 Kettle Run
20. Ann Carol Cook 2734 Kettle Run
21. A. Hill 4030 SHERBY Row
22. J. Hoodwin 4034 SHERBY Row
23. \_\_\_\_\_
24. \_\_\_\_\_
25. \_\_\_\_\_
26. \_\_\_\_\_
27. \_\_\_\_\_
28. \_\_\_\_\_
29. \_\_\_\_\_
30. \_\_\_\_\_
31. \_\_\_\_\_
32. \_\_\_\_\_
33. \_\_\_\_\_

PETITION TO ABANDON

OIL FIELD ROAD

WE, BEING RESIDENTS OF CHIMNEYSTONE, A SUBDIVISION LOCATED IN FORT BEND COUNTY, DO REQUEST BY THIS PETITION THE ABANDONMENT OF THE DIRT ROAD KNOWN AS "OIL FIELD ROAD" AND LOCATED ON THE EASTERLY BOUNDARY OF OUR SUBDIVISION.

PLEASE SIGN

ADDRESS



- 11. Brenda Clayton 3229 E. Heatherock Cir.
- 12. Laura Kellogg 3215 E. Heatherock Cir.
- 13. Peter B. Suesi 9797 Leewood
- 14. Sydney L. Pyle 3031 Garden Lane
- 15. Bob Long 3123 E. Heatherock
- 16. Valerie Wynn 3119 E. Heatherock
- 17. Don Bakoski 3115 E. Heatherock
- 18. John D. Burk 3015 Garden Lane
- 19. L. Scott 3011 Garden Lane
- 20. Kathy Taylor 3518 S. Home Place
- 21. Rick Todd 2927 GARDEN LANE
- 22. Charles Powell 2915 GARDEN LANE
- 23. Vallieny Sumley 2907 Garden Ln.
- 24. Jan McCarthy 3523 ~~McCarthy~~ Windbreak Ln
- 25. Deborah E. Hamilton 3514 N. Home Pl.

PLEASE SIGN

ADDRESS

0036

- 26. W. T. Acker 3510 N. Home Pl.
- 27. June Oar 3506 N. Home Place
- 28. Abne Stornhiller 3503 N. Home Place
- 29. Mrs. C. J. Mayes 3511 N. Home Place
- 30. C. F. Horia 3510 S. Home Place
- 31. E. Kirsten 3515 Sam Houston Dr.
- 32. July A. Acker 3102 E. Heatherock Cir.
- 33. W. J. Acker 3106 E. Heatherock Cir.
- 34. J. J. Jammie 3110 E. Heatherock Cir. \*
- 35. Thomas P. Jammie 3518 Cabin Place
- 36. James Russell Ellis 3502 Cabin Place
- 37. Tina Bumpas 3415 - East Heatherock Circle
- 38. Joe Beard 3411 - E. Heatherock Cir.
- 39. \_\_\_\_\_
- 40. \_\_\_\_\_
- 41. \_\_\_\_\_
- 42. \_\_\_\_\_
- 43. \_\_\_\_\_
- 44. \_\_\_\_\_
- 45. \_\_\_\_\_
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- 51. \_\_\_\_\_
- 52. \_\_\_\_\_
- 53. \_\_\_\_\_
- 54. \_\_\_\_\_
- 55. \_\_\_\_\_
- 56. \_\_\_\_\_
- 57. \_\_\_\_\_
- 58. \_\_\_\_\_
- 59. \_\_\_\_\_
- 60. \_\_\_\_\_

We, the undersigned, are in favor of the abandonment and closing of Oilfield Road from Highway 6 to Austin Parkway in First Colony. We have homes in the Settlers Grove Subdivision of First Colony. Our backyards border this unpaved section of Oilfield Road. We would like to see Oilfield Road abandoned and permanently closed to traffic because of the following reasons:

- 1) The security of our homes and families because this one mile stretch of road is not lighted. The potential of vandalism and break-ins into our homes is quite possible.
- 2) The unsafe high speeds of the majority of traffic which travel Oilfield Road including drivers who purposely use this road as a drag strip.
- 3) The dust problem when Oilfield Road is not oiled by the county. This problem is so bad at times that we are unable to spend time in our own backyards or open our windows in our homes.
- 4) The potential structural damage to our homes caused by the vibration of large, heavy trucks traveling on Oilfield Road.

<u>NAME</u>	<u>STREET ADDRESS</u>
<u>Albert J. Nease</u>	<u>3918 Flintrock Ct.</u>
<u>Mark &amp; Jeanne Johnson</u>	<u>3919 FLINTROCK CT.</u>
<u>Don &amp; Ann Armstrong</u>	<u>3223 E. Rangecrest Pl.</u>
<u>Donna &amp; David Galley</u>	<u>3227 E. Rangecrest Pl.</u>
<u>Dennis L. Johnson</u>	<u>3231 E. Rangecrest Pl.</u>
<u>Barbara Rector</u>	<u>3239 E Rangecrest Pl</u>
<u>Ray L. Allred</u>	<u>3243 E. Rangecrest Pl.</u>
<u>Scott Pharis</u>	<u>3249 e. Rangecrest Pl</u>
<u>David B. Hagan</u>	<u>3247 E. Rangecrest Pl.</u>
<u>Linda E. Green</u>	<u>3235 E. Rangecrest Pl</u>
<u>Doug &amp; Sandra Handy</u>	<u>3914 Green Fields</u>
<u>George Poplos</u>	<u>3911 Barton Ct.</u>
<u>Harby Stokes</u>	<u>3914 Bartons Ct.</u>
<u>Charles H. Hiltner</u>	<u>3251 E. Rangecrest Pl.</u>
<u>Richard A. Cook</u>	<u>3219 E. Rangecrest Pl.</u>
<u>J. Hobbes</u>	<u>3915 BARTONS CT</u>
<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>



Exxon is pleased to participate in the discussion of the proposed abandonment of approximately 1-1/2 miles of Oil Field Road southward from State Highway 6 adjacent to First Colony Subdivision. This road is continually accessed by Exxon and others who are involved in the day-to-day operation of Sugarland Oil Field. We wish to express our concern with the proposal to abandon this portion of Oil Field Road, since we feel such a move would inhibit safe and direct access to our field facilities.

Exxon has operated Sugarland field since its discovery in 1928 and it has always been our goal to have the highest possible commitment to safety. We recognize that there are risk involved in operating our oil field and we believe that this commitment to safety is not only good business but that safety is also our duty. We continually monitor our operations to assure that we are conducting them in the safest manner possible to minimize the risk exposure to our own personnel as well as those who neighbor the Sugarland field and the public in general. This safety challenge has heightened in recent years due to the high level of residential and commercial development in the area, which has reached proportions that were unimagined years ago. Because our operating environment has changed due to this urban encroachment upon our operations, our greatest challenge in the future will be to conduct our operations in such a way to maintain our obligation to safety.

An important part of this ongoing safety challenge is that we have safe and direct access to and from our Sugarland field facilities. This ability to easily access our operations is especially imperative should an unexpected emergency situation within the field occur.

Because of the high degree of urbanization around the Sugarland field, our operating procedure when moving equipment and personnel to and from the field, has been to take an access route that would best avoid traveling through highly developed residential areas. While we cannot completely avoid traveling by some residential dwellings, we do travel the route that minimizes our use of residential streets. We believe that this procedure best serves the public since it minimizes its exposure to sometimes heavy vehicular traffic. At present, the only two direct access routes to Sugarland field is from State Highway 6 on to Oil Field Road or from State Highway 6 on to what is now Lake Olympia Parkway. In the near future Lake Olympia Parkway will route through a highly developed residential area. This then will make the Oil Field Road access the safest and most practicable route to the field, since Oil Field Road is adjacent only to the backside of a subdivision at the present time. We recognize the concern of some area residents with the problem of dusting and recommend the County to take appropriate action to top the road and alleviate this problem.

Throughout the almost 60 years we have operated Sugarland field and been a major taxpayer in the County, Exxon has maintained an excellent record of safety and concern for the community. We fully expect this to continue. But if Oil Field Road were closed, we would have no choice in the future but to route our traffic through highly developed subdivisions by using residential streets. This would create, from a safety standpoint, an undesirable situation for the area residents and for Exxon. As Exxon continues to be a good, safe, operator of the Sugarland field, and as the community continues to expand, we believe it would be in the public's best interest not to abandon a 1-1/2 mile portion of Oil Field Road as proposed.

0030

## DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 10TH day of MARCH, 1986 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 SETTING PUBLIC HEARING TO CONSIDER RESTRICTION ON DEVELOPMENT IN CLEAR CREEK WATERSHED DUE TO DRAINAGE PROBLEMS:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to set a public hearing for March 24 at 2:00 p.m. to consider regulation of drainage within Clear Creek Watershed and request District Attorney to assure proper public notice is posted and an effort be made to notify interest landowners within the watershed.

2. DISCUSS MONTHLY DRAINAGE DISTRICT REPORT :

February monthly drainage report was discussed. (Recorded in minutes in full)

3. ADJOURNMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that Drainage District Board be adjourned at 4:02

COUNTY OF FORT BEND  
Drainage District

*Drainage*  
② 00975

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

0030

P.O. Box 1028  
Rosenberg, Texas 77471

3403 Avenue F  
Phone: 342-2863

MONTHLY REPORT  
FEBRUARY, 1986

Shredding was done on twenty-nine (29) streams during February.

Work on Snake Creek that was begun in January continued throughout February and was concentrated to the area downstream of U. S. Highway #59. Six (6) tractors have been assigned to this project.

Work also continued on Big Creek with seven (7) tractors.

Other streams worked included Gapp Slough, Ditch B-1-d, Andrus Creek, Sugarland Ditch and the Tara Subdivision ditches.

The District's bridge crew completed the final bridge across Rabbs Bayou on the Fort Bend Country Club property during February. The bridge across Dry Creek on Ricefield Road was repaired early in the month. The bridge crew also set the barrel and riser pipes for a new erosion control structure on Briscoe Ditch II-GG-1.

The excavation of Rabbs Bayou continued with the Link Belt LS-98A dragline. The International TD-25 bulldozer is assisting the excavation by pulling a scraper.

The District's Northwest 41 dragline continued the dredging of Cow Creek. Work here is nearing Rycade School Road.

The Rapier NCK-305 dragline worked on the dredging of Aylor Ditch II-NN near Orchard during February. This project was done to eliminate areas of ponded water upstream of F.M. 1489 caused by several high places in the stream.

00976

-2-

0030

The Northwest 41 dragline dug a new channel that now connects Longpoint Bayou III-B with Lower Oyster Creek during the first part of the month. After this was completed the machine was moved to Briscoe Ditch II-GG-1 to assist in the construction of the erosion control structure.

The following charts show where each piece of equipment worked during February.

## SHREDDER REPORT

## Andrus Creek

117	2/19-2/20
118	2/19

## Big Creek II-B

102	2/3-2/4, 2/13-2/28
105	2/3
107	2/3-2/28
109	2/14-2/19, 2/27-2/28
127	2/3, 2/14-2/28
154	2/3, 2/14, 2/20
231	2/3-2/27

## Briscoe II-GG-1

128	2/21
146	2/20
151	2/24-2/26
243	2/24-2/26

## Bullhead Slough II-L

146	2/25-2/28
-----	-----------

## Cedar Creek I-B

125	2/28
130	2/28
229	2/28

## Coon Creek II-B-3

105	2/26-2/28
129	2/20-2/28

## Ditch B-1

111	2/27-2/28
121	2/27-2/28
230	2/27-2/28

0030

-4-

## Ditch B-1-d

111	2/13-2/26
121	2/17-2/26
230	2/14-2/26

## Flatbank Creek II-K

119	2/3-2/6
124	2/3-2/6
126	2/3-2/6
157	2/3-2/6

## Flewellen Ditch

112	2/3-2/5
117	2/3-2/5
118	2/3-2/5
146	2/3-2/5

## Gapp Slough II-B-10-a

106	2/3-2/27
122	2/3-2/28
242	2/3-2/28

## Hady Creek II-F-2

112	2/11-2/14
117	2/13-2/17
118	2/13-2/17
146	2/11-2/14

## Jones Creek Lateral

112	2/17-2/20
146	2/17-2/19

## Little Prong Creek V-A-2

115	2/3-2/11
158	2/5-2/12
243	2/3-2/12

**Longpoint Slough V-B**

146 2/21-2/24

**Mustang Bayou Overflow Channel**

111 2/3-2/4

121 2/3-2/4, 2/12

230 2/3

**Oyster Creek Lateral**

119 2/21-2/26

124 2/21-2/26

126 2/21-2/26

157 2/21-2/26

**Riverbend Country Club Ditches**

119 2/18-2/20

124 2/18-2/20

126 2/18-2/20

**Seabourne Creek II-B-4**

129 2/3-2/5, 2/12-2/19

**Snake Creek I-C**

103 2/3-2/10

108 2/20-2/28

110 2/3-2/10

120 2/3-2/28

123 2/3-2/20

155 2/10-2/19

**Snake Creek Lateral I-C-4**

125 2/7

130 2/3-2/7

144 2/3-2/4

229 2/5-2/7



**Snake Creek Lateral I-C-5**

125	2/14-2/25
130	2/13-2/25
229	2/13-2/25

**Snake Creek Lateral I-C-7-b**

125	2/26
130	2/26
229	2/26-2/27

**Steepbank Creek II-G**

119	2/7-2/17
124	2/7-2/17
126	2/7-2/17
157	2/7-2/14

**Sugarland Ditch II-DD**

115	2/12-2/13
158	2/13-2/14
243	2/13-2/14

**Sugar Mill Ditch**

112	2/21, 2/28
117	2/20-2/27
118	2/21-2/28

**Tara Subdivision Ditches**

119	2/27-2/28
124	2/27-2/28
126	2/27-2/28
157	2/27

**West Simonton Ditch II-YY**

117	2/17-2/18
118	2/18

00981

-7-

Willow Fork of Buffalo Bayou V-A

0030

243

2/27-2/28

## 0030 Fairchilds Creek Lateral II-B-10-c

Ruston Bucyrus RB-22 Dragline 2/17-2/18

## Longpoint Creek

Northwest 41 Dragline 2/13-2/19

## Lower Oyster Creek

Northwest 41 Dragline 2/3-2/12

Fiat Allis FD-16 Bulldozer 2/3-2/26

## Middle Bayou II-D-1

International TD-25 Bulldozer 2/3, 2/17-2/19

## Rabbs Bayou II-D

Link Belt LS-98A Dragline 2/12-2/28

Fiat Allis FD-20 Bulldozer 2/3-2/7, 2/13-2/28

Fiat Allis FD-20 Bulldozer 2/3-2/7, 2/13-2/28

Ruston Bucyrus RB-22 Dragline 2/3, 2/10-2/13

International TD-25 Bulldozer 2/20-2/28

## Snake Creek I-C

Ruston Bucyrus RB-22 Dragline 2/19-2/25

Caterpillar D-6 Bulldozer 2/14

## Robinowitz Ditch II-M

Caterpillar D-6 Bulldozer 2/17-2/18

## Snake Creek Lateral I-C-4

Caterpillar D-6 Bulldozer 2/6-2/7

## Snake Creek Lateral I-C-10

Caterpillar D-6 Bulldozer 2/13

## HEAVY EQUIPMENT

0030

## Aylor Ditch II-NN

Rapier NCK-305 Dragline	2/6-2/28
Fiat Allis FD-16 Bulldozer	2/27-2/28

## Brazos River Lateral II-MM

Caterpillar D-6 Bulldozer	2/3
---------------------------	-----

## Briscoe Ditch II-GG-1

Northwest 41 Dragline	2/20-2/28
Fiat Allis FD-30 Bulldozer	2/24-2/28
Caterpillar D-6 Bulldozer	2/24-2/28

## Buffalo Creek I-B-3

Rapier NCK-305 Dragline	2/3
Ruston Bucyrus RB-22 Dragline	2/28

## City of Rosenberg Drop Structure

Caterpillar D-6 Bulldozer	2/19-2/21
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## Cottonwood Creek II-B-24

Rapier NCK-305 Dragline	2/4-2/5
-------------------------	---------

## Cow Creek II-A

Northwest 9570 Dragline	2/3-2/28
-------------------------	----------

## Dry Branch I-E

Caterpillar D-6 Bulldozer	2/11-2/12
---------------------------	-----------

## Dry Creek II-B-2

Link Belt LS-98A Dragline	2/3-2/10
Fiat Allis FD-30 Bulldozer	2/3, 2/13-2/21

AGENDA  
 FORT BEND COUNTY COMMISSIONERS COURT  
 COURTHOUSE ANNEX, RICHMOND, TEXAS  
 REGULAR SESSION  
 MONDAY, MARCH 17, 1986  
 9:00 O'CLOCK A.M.

0030

1. ✓ Approve minutes of meeting of March 10, 1986.
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. Constable Richard Pring, Precinct 4, re: request approval of bond and oath for Russell Lee Tullos & Walter J. Hall, reserve deputies.
6. Approve proclamation in honor of 100th birthday of Jackey Chew Cochran of Rosenberg.
7. Consider application by Fort Bend County for request for funding to implement primary health care program as authorized by HB-1894.
8. Consider demolition of abandoned garage at Liberty & 2nd Streets.
9. Consider resolution recognizing Houston Hull Airport as principal West Side regional airport.
10. Consider closing of Dulles Avenue (Lester Rd.) for repairs effective 3-31-86.
11. Consider approval of final acceptance of building and payment of portion of retainage in the amount of \$6,561.75 to The Marton Co. and \$133.90 to architect, Chris DiStefano, on Law Enforcement Academy construction.
12. Consider approval of payment in the amount of \$138,713 to Street/Peters Construction and \$1,109.70 to Chris DiStefano on the Precinct 1 maintenance facility.
13. Authorize Jonathan Day to work with Drainage District to prepare drainage regulations for Clear Creek Watershed.
14. Consider replacement on Appeals Board of the Job Classification & Wage Compensation Program.
15. Consider readvertising for bids for sale of excess soil at Landfill.
16. Consider advertising for bids for data processing equipment (funds available).
17. Award bids on 0.5 acres oil, gas & mineral lease (bid #86-23) and on 86:0347 acres oil, gas & mineral lease (bid #86-24).
18. Meet in Closed Session to discuss litigation and land matters as authorized by Article 6252-17, Section 2 (e) & (f), V.T.C.S.
19. Take action on any items discussed in Closed Session.
20. 1:30 p.m. - Open bids for the following: (1) Construction of water well with pump for Prct. 1 (#86-25); (2) Purchase of 1 new or used winch with less than 50 hrs. running time to fit a Fiatallis Model FD-20 tractor (86-26); (3) Providing life, Health & Dental Insurance to County Employees; & (4) Providing Law Enforcement Liability, General Liability, Automobile Liability, Workers Compensation & Umbrella Coverage for Fort Bend County.
21. Approve bills. ~~NO~~ FILED FOR RECORD 2:50 PM
22. Adjournment.

MAR 13 1986  
*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 Courthouse & glass panels, Courthouse Annex, Richmond on '3-13-86' at 3:00 p.m. by D. Linder

## REGULAR SESSION

BE IT REMEMBERED That on this 17TH day of MARCH, 1986 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 MARCH 10, 1986:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is order to approve minutes of March 10, 1986.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve changes in Depository Pledge contract as follows:

Republic Bank Richmond to release \$5,000,000 U.S. Treasury bills due Sept.30, 1989, receipt #226052.

Republic Bank Richmond to release \$5,000,000 U.S. Treasury bills due Sept. 30, 1989, receipt #227251.

Republic Bank Richmond to pledge \$5,000,000 U.S. Treasury bills due Sept. 30, 1989, receipt #227251.

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out-of-town travel requests for the following County personnel:

COUNTY ENGINEER  
JUVENILE PROBATION  
ADULT PROBATION

5. CONSTABLE RICHARD PRING, PRECINCT 4, RE: REQUEST APPROVAL OF BOND AND OATH FOR RUSSELL LEE TULLOS & WALTER J. HALL, RESERVE DEPUTIES:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve bond & oath for Russell Lee Tullos and Walter J. Hall, reserve deputies. (Recorded in minutes in full)

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c/c  
3-17-86

FORT BEND COUNTY  
CHANGES IN DEPOSITORY PLEDGES  
CONTRACTS  
Republic Bank Richmond

RELEASE \$ 5,000,000 U.S.  
TREASURY BILLS DUE 9-30-89  
RECEIPT # 226052

RELEASE \$ 5,000,000 U.S.  
TREASURY BILLS DUE 9-30-89  
RECEIPT # 227251

PLEDGE \$ 5,000,000 U.S.  
TREASURY BILLS DUE 9-30-89  
RECEIPT # 227251

PLEDGE \$ \_\_\_\_\_ U.S.  
TREASURY BILLS DUE \_\_\_\_\_  
RECEIPT # \_\_\_\_\_

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 4/3/86  
Date of Return 4/5/86

Purpose of Trip: Seminar - "Real Estate Development in Floodplains: Opportunities and Responsibilities" - in Dallas on 4/3/86  
Seminar - "Water Rights Law Conference" - in San Antonio on 4/4/86

Places to be Visited: (same as above)

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

Dallas - airline; San Antonio - personal auto

Stanley L. Kucherka, Jr., P.E.  
Name

3/17/86  
Date

Drainage District Mgr/Engineer  
Title

\*\*\*\*\*

Approved: Commissioners' Court

J. Stavinoha  
County Judge

3-17-86  
Date



00988

\* Funds  
are  
available

0030

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:

Stirling Moore  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period: Date of Departure April 9, 1986

Date of Return April 10, 1986

Purpose of Trip: Conference

Federal office of Juvenile Justice & Delinquency Prevention

Places to be Visited: Austin, Texas

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

Stirling Moore  
Name

3/14/86  
Date

Acting Chief Juvenile Officer  
Title

Approved: Commissioners' Court

J. Starnes  
County Judge

3-17-86  
Date

\*Funds 00989  
are 0030  
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:

- 1) Antonio Ramirez
- 2) Steve Macko
- 3) Rose Hernandez
- 4) La Rue Gibson
- 5) Marcie Hall

Period: Date of Departure April 27, 1986

Date of Return April 30, 1986

Purpose of Trip: Conference

Texas Network for Children, Austin, Texas

Places to be Visited: Austin, Texas

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

Sterling Moore  
Name

3/14/86  
Date

Acting Chief Juvenile Officer  
Title

\*\*\*\*\*

Approved: Commissioners' Court  
J. Starnes  
County Judge

3-17-86  
Date

6. APPROVE PROCLAMATION IN HONOR OF 100TH BIRTHDAY OF JACKEY CHEW COCHRAN OF ROSENBERG :

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Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to proclaim March 23, 1986 as Jackie Chew Cochran Day in celebration of her 100th birthday.  
(Recorded in minutes in full)

7. CONSIDER APPLICATION BY FORT BEND COUNTY FOR REQUEST FOR FUNDING TO IMPLEMENT PRIMARY HEALTH CARE PROGRAM AS AUTHORIZED BY HB-1894:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve application by Fort Bend County to request for funding to implement primary health care program as authorized by HB-1894 in the amount of \$500,000.00  
(Recorded in minutes in full)

Dr. Blake Berry and Lynda Bible presented a plan for consolidation of health care in Fort Bend County and discussed funding such a program thru a state grant.

8. CONSIDER DEMOLITION OF ABANDONED GARAGE AT LIBERTY & 2ND STREETS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve demolition of garage at Liberty & 2nd Street by the County Engineer's department.

9. CONSIDER RESOLUTION RECOGNIZING HOUSTON HULL AIRPORT AS PRINCIPAL WEST SIDE REGIONAL AIRPORT:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Resolution recognizing Houston Hull Airport as principal West Side Regional Airport. (Recorded in minutes in full)

10. CONSIDER CLOSING OF DULLES AVENUE (LESTER RD.) FOR REPAIRS EFFECTIVE MARCH 31, 1986 :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to close Dulles Avenue (Lester Rd.) from Lexington Blvd. to Hwy. 6 for repairs effective March 31, 1986.

11. CONSIDER APPROVAL OF FINAL ACCEPTANCE OF BUILDING AND PAYMENT OF PORTION OF RETAINAGE IN THE AMOUNT OF \$6,561.75 TO THE MARTON CO. AND \$133.90 TO ARCHITECT, CHRIS DISTEFANO, ON LAW ENFORCEMENT ACADEMY CONSTRUCTION :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve the final Law Enforcement Academy and pay the portion of retainage in the amount of \$6,561.75 to the Marton Co. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve \$133.90 to architect, Chris DiStefano, on Law Enforcement Academy Construction.

12. CONSIDER APPROVAL OF PAYMENT IN THE AMOUNT OF \$138,713 TO STREET/PETERS CONSTRUCTION AND \$1,109.70 TO CHRIS DISTEFANO ON THE PRECINCT 1 MAINTENANCE FACILITY :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to postponed until a later date.

PROCLAMATION

WHEREAS, MRS. JACKIE CHEW COCHRAN IS CELEBRATING HER 100th BIRTHDAY ON MARCH 23, 1986, and

WHEREAS, MRS. COCHRAN HAS BEEN A RESIDENT OF FORT BEND COUNTY SINCE 1896 AND IS THE DAUGHTER OF VERNON TILFORD COCHRAN, THE FIRST MEDICAL DOCTOR IN FORT BEND COUNTY, and

WHEREAS, MRS. COCHRAN IS AN OUTSTANDING CITIZEN HAVING BEEN A WIFE, MOTHER AND BUSINESS-WOMAN IN FORT BEND COUNTY, and

WHEREAS, MRS. COCHRAN HAS REACHED A MILESTONE IN LIFE THAT IS ATTAINED BY ONLY A FEW, and

WHEREAS, SHE IS BEING HONORED BY HER FAMILY WHICH CONSISTS OF SEVEN DAUGHTERS (TWO DECEASED), 24 GRANDCHILDREN AND 36 GREAT GRANDCHILDREN ON THIS VERY SPECIAL OCCASION, and

WHEREAS, THE RESIDENTS OF FORT BEND COUNTY SHARE IN THIS JOYOUS OCCASION AND WISH HER GOOD HEALTH AND HAPPINESS

NOW, THEREFORE, I, JODIE E. STAVINOKA, COUNTY JUDGE OF FORT BEND COUNTY, TEXAS, DO HEREBY PROCLAIM SUNDAY, MARCH 23, 1986 AS

JACKIE CHEW COCHRAN DAY

IN FORT BEND COUNTY AND URGE ALL RESIDENTS, FRIENDS AND RELATIVES OF MRS. COCHRAN TO JOIN HER FAMILY AT THE OPEN HOUSE ON SATURDAY, MARCH 22, 1986.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the County of Fort Bend to be affixed this 16<sup>th</sup> day of March 1986.



*Jodie E. Stavino*  
JODIE E. STAVINOKA  
COUNTY JUDGE

STATEMENT OF PURPOSE

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This is a plan requesting state funding under the Texas Primary Health Care Services Act of the 69th Legislature in the amount of \$500,000 to expand presently functioning or mandated health services in order to address the unmet health care needs of the people of Fort Bend County, Texas.

OVERVIEW

Phase I is the initial fifteen month funding cycle. Two major changes will be made in the health services of the County. First, there will be an expansion of three critical health services to reduce or eliminate the unmet need for these services in the county population below 150 percent of the OMB poverty level. The critical health services are prenatal care, sick children's care and adult care for the medically indigent. Second, all health services in Ft. Bend County will adopt a standardized method of identifying and tracking individual clients of the individual services.

Phase II would actually begin during the last three months of the initial funding cycle. The standardized data collected during Phase I would be analyzed to give a comprehensive picture of unmet health needs in the County. Following this analysis, a suitable structure would be built or purchased to house the Consolidated Health Services of Fort Bend County to include state and county supported health services, as well as some charitably supported services. Specifically, the building would house the County Health Department, a clinic for adult indigents, and the Ft. Bend Office of Early Childhood Development, Inc. (CECD). Other non-profit health service providers within the county could also use this building if they wish.

The services of the County Health Department include immunizations, office visits, home visits, a well-baby clinic, and a tuberculosis clinic. The Indigent Adult Care Clinic is being established by the county as mandated by Senate Bill 1 of the 69th Legislature and will provide primary care to adults between the ages of 18 and 65. The Ft. Bend Office of Early Childhood Development, Inc. is an established United Way agency offering a comprehensive maternity care program, a sick children's clinic, the WIC food supplement program for women, infants and children, a family planning program, and a health screening program to screen preschoolers for physical, behavioral and educational problems.

The impact of consolidating health services in the county would be tremendous. Since all intake screening would be centralized, standardized and computer-assisted, the waste that now exists in the duplication of the screening process by each individual health service would be eliminated. Since the computer could cross-reference with all available services, more appropriate referrals would be made. Further, the limited transportation resources of the county could be concentrated on this facility to provide a simple shuttle system that would transport patients to the Consolidated Health Services from pick-up points throughout the county and return them

to the same points later in the day. The consolidation of utilities, liability insurance, management, security provision, and supply purchasing would result in substantial savings to the county and the state.

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Unlike many plans for health service provision, this proposal does not create still another duplication of services. The proposed program would consolidate, streamline and make more cost-effective those services already meeting health care needs. This program could very well be the prototype for the entire state.

## SECTION I

DEFINITION OF THE PROBLEM

A public health needs assessment of Fort Bend County prepared by the Texas Department of Health, Public Health Region 11 in December 1984 reports that within Fort Bend County, Texas, there are over 32,000 people below the federally established poverty level. This is 17 percent of the population of the county. Of this population group, less than 8,000 are eligible for Medicaid. The remaining 24,000 people are essentially medically destitute. Furthermore, it is estimated that 50,000 people in Fort Bend County are below 150 percent of the OMB poverty level. Except for the 8,000 on Medicaid, most of these people have no health insurance and no cash to pay for medical care. These people are reduced to a sad dependence upon free care (that is, care for which they are charged, but never pay) in the emergency departments, or as inpatients, of the private hospitals in the county, or they leave the county to obtain health care. Table I below shows the number of visits by indigents to Polly Ryon Memorial Hospital, the largest hospital in the county, as well as estimates of the number of people going to John Sealy Hospital and Jeff Davis Hospital which are the nearest, though out-of-county, teaching hospitals. These figures are derived from information from the accounting department of Polly Ryon Memorial Hospital and personal communications with the chief of PRMH obstetrical department and a local midwife.

TABLE I

Annual indigent visits to Polly Ryon Emergency Department .....	5,400
Annual indigent drop-in deliveries without prenatal care at Polly Ryon Hospital .....	115
Annual Ft. Bend County indigent drop-in deliveries without prenatal care at John Sealy Hospital and Jeff Davis Hospital (estimate) .....	250
Annual Ft. Bend County indigent visits to John Sealy Hospital for simple, clinic-type medical care (estimate) ...	3,000
Annual deliveries by local midwife without prenatal care ...	150

**0030** This system not only provides suboptimal care to the patient by depriving him of a physician who is familiar with his medical background, but also congests emergency departments with non-emergency patients, thus hindering the care of true emergencies. Also, teaching hospitals have become crowded with family practice patients clamoring for care at no charge. Given today's litigation prone atmosphere, local private physicians do not wish to incur further liability by caring for a patient who will not reimburse the physician for the care provided. Furthermore, with Medicaid reimbursement becoming increasingly unrealistic, most private physicians now refuse to see even those who are covered by this program. It is conservatively estimated that 40,000 people in Fort Bend County do not have access to an acceptable standard of medical care, and thus, are the target population of this proposal.

In addition to limited financial resources, the target population of 40,000 people confronts other barriers to obtaining health care services. These include limited transportation resources, communication problems (high Hispanic component in the target population), limited county and state resources in some areas of the health care arena, and a bureaucratic maze with which many in the target population cannot cope. This proposal, if approved, would ultimately provide the following services:

- \* County funded shuttle transportation to and from the Consolidated Health Services facility
- \* Additional bilingual physicians, nurses, and support staff
- \* A substantially increased capacity to provide the highest priority types of care: prenatal care, sick child care, and adult primary care
- \* A centralized screening process to qualify and appropriately refer potential clients

Priorities would be established in the following sequence:

1. Prenatal care
2. Sick child care
3. Indigent adult care
4. Immunizations
5. Well-baby clinic
6. Family planning
7. Tuberculosis clinic
8. WIC food supplement program
9. Preschool health screening

## SECTION II

### PROPOSED PLAN TO MEET THE UNMET NEEDS

Phase I, the first fifteen months of the plan, would involve expansion of the prenatal care program by 100 percent, expansion of the sick child clinic by 33 percent, and expansion of the adult clinic by 144 percent. Ideally, these programs should be expanded to serve all people below 150 percent of the poverty level who have no other option for health care. Certainly, budgeting constraints would necessitate a selection process, starting with the most needy and working upwards from there. As the exact magnitude of the shortfall of the present programs becomes apparent, screening standards would be set based on income, family size, and medical condition. Table II summarizes the currently available health service

TABLE II

HEALTH SERVICES SUMMARY

Health Service Program	Operating Entity	Present Annual Client/Visit Load	Estimated Shortfall	Projected Annual Client/Visit Load	# and % of Increased Client/Visits
Great Expectations Prenatal Care	Ft. Bend OECD	200 births 1,760 visits	350 births	400 births 3,520 visits	200 births 100%
Sick Child Clinic	Ft. Bend OECD	9,000 visits	3,000 visits	12,000 visits	3,000 visits 33%
Indigent Adult Clinic	Ft. Bend County	4,000 visits	8,000 visits	9,775 visits	5,775 visits 144%
Planned Parenthood	Self	5,980 visits	n/a	5,980 visits	0
Immunizations	FBC Health Dept.	12,583 visits	n/a	12,583 visits	0
Well-Baby Clinic	FBC Health Dept.	321 visits	n/a	321 visits	0
Family Planning	Ft. Bend OECD	1,200 clients	n/a	1,200 clients	0
Tuberculosis Clinic	FBC Health Dept.	300 visits	n/a	300 visits	0
WIC Supplemental Food Program	Ft. Bend OECD	3,050 clients 42,700 visits	n/a	3,050 clients 42,700 visits	0
Preschool Health Screening	Ft. Bend OECD	120 clients	n/a	120 clients	0



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resources, their main sources of funding, present client or visit load, estimated shortfall, projected client or visit load under the proposed funding, the number of increased clients or visits under the proposed funding, and the proposed percent increase in clients or visits.

It should be noted that the Ft. Bend County Health Department is partially supported by the Texas Department of Health Region 11. The Ft. Bend Office of Early Childhood Development (OECD) receives funding or support from United Way, the Texas Department of Health (WIC), Fort Bend County, the University of Texas Health Science Center at Houston (children's clinic), the University of Texas Medical Branch at Galveston (family planning), donations, patient fees, and occasional grants.

The provision of services in the priority areas is as follows:

A. Diagnosis and Treatment: All three programs funded under this proposal (prenatal care, sick child care, and indigent adult care) provide diagnosis and treatment. Specifically, the prenatal care program would be funded in the first year to diagnose and render prenatal care for 200 pregnancies now receiving no prenatal care. The routine lab work in a course of prenatal care would aid in the diagnosis and treatment of such conditions as anemia, pre-eclampsia, and diabetes. Funding for the sick child clinic would open the doors to 3,000 additional visits by indigent children when they are ill and needing care. Current clinic hours would be lengthened into the evening hours and Saturday to better accommodate the children of working parents. It is anticipated that the longer clinic hours would drastically reduce the number of children seeking care in the hospital emergency departments for mild and moderate illnesses. At the Sick Child's Clinic, a medical history is taken, and the child is examined, diagnosed, and treated. Illnesses ranging from strep throat to pneumonia would be treated. The Indigent Adult Care Clinic has as one of its main objectives the provision of medical examinations and treatments to adults who would be otherwise medically destitute. This funding would more than double the number of annual examinations and treatments available, to a total of 9,775 visits.

B. Emergency Services: Emergency care would be provided to a broad spectrum of patients through the prenatal program, the sick child clinic, and the adult clinic. The 200 additional prenatal patients would not only receive emergency care should they have problems, but emergencies could often be prevented by careful prenatal care. The additional 3,000 visits to the Sick Child Clinic would certainly provide emergency examination and treatment to the bumped heads and cut fingers that children are heir to. The Indigent Adult Clinic will treat all types of adult emergencies: stabilizing and transporting profound emergencies, and treating and releasing minor emergencies, such as sprains, cuts, and allergic reactions. This facility will see an additional 5,775 potential emergencies with this funding.

C. Family Planning: Every woman enrolled in the prenatal care program will be given information in family planning as a part of a series of six pregnancy and childbirth preparation classes. The six-week postnatal check-up is scheduled through OECD's Family Planning program, so each patient is given the opportunity to choose a reliable method of birth control. A special class will be offered to male and female patients of the adult clinic on a monthly basis. Together, these groups total over 6,000 people whose care is funded by this proposal, and who will have

access to reliable family planning information. However, the greatest impact may be felt in the specially arranged family planning class for the teenage patients of the Sick Child's Clinic. With parental consent, these young people could attend special classes on sex education and family planning before an unwanted pregnancy occurs.

**D. Preventive Health Services:** Preventive health services are provided as an integral part of prenatal care. Blood and urine screening tests identify and allow early treatment of possible complications of pregnancy. Immunizations given in the childrens and adult clinics address preventive health. Education, as discussed below, can make the greatest impact upon prevention of illness.

**E. Health Education:** Health education goes beyond its momentary effect; it may be of more long-term benefit than the actual medical care provided. Education can change lifestyles. All funded programs will actively educate clients in such aspects of health as personal hygiene, nutrition, smoking hazards, and alcohol/drug use and abuse. Clients of the prenatal program will get more in-depth education on infant care, umbilical cord care, infant health and nutrition. The older teenagers in the children's clinic will be taught, with parental consent, sex education with a special course component called Reality Orientation. Reality Orientation would let the teens see the unromantic side of teenage pregnancy and parenthood, single parenthood, and school dropout. With no punches pulled, this course could be the voice of reason and restraint a young person needs today.

**F. Lab, X-Ray, Nuclear Medicine, Other Diagnostic Services:** One of the strong points in favor of adopting this plan is the opportunity to establish a shared county lab at the Consolidated Health Care Facility. If the twelve most commonly ordered lab tests at the facility were run there, a substantial savings would be realized. Other lab and x-ray studies would be contracted to a hospital or other private facility.

### SECTION III

#### UTILIZATION AND INTEGRATION OF A PLEURALITY OF EXISTING PRIMARY HEALTH CARE SERVICES AND PROVIDERS INTO A STRUCTURED SERVICE DELIVERY SYSTEM

Simply plunging blindly into a consolidated facility without adequate data on projected utilization of segments of the entire health care service delivery system would insure misappropriation of financial and personnel resources. By allowing the high priority segments of the system to expand during Phase I, to better meet the county's needs, a much more precise plan for consolidation and integration of services can be made prior to the initiation of Phase II.

These services are already supported in several ways by the people, organizations, and government of Fort Bend County. Approximately \$400,000 is donated to the OECD group of services by the United Way. The University of Texas Health Science Center at Houston provides an associate professor of pediatrics, a third year pediatric resident, and six third year medical students for the sick children's clinic. Additionally, UT provides some of the sophisticated equipment necessary for diagnosis. The

130 University of Texas Medical Branch at Galveston provides 100 percent funding for the Family Planning program. Federal revenue sharing funds via the county provides OECD with \$125,000 for the prenatal program and the children's clinic. With the anticipated end of that source of funds, the County intends to make a similiar subsidy. Patient fees for the OECD services amount to about \$145,000. These fees represent support of the program by its clients. Great Expectations, the prenatal care program, relies on local private physicians and Polly Ryon Memorial Hospital to provide medical care and services for substantially reduced fees. The Indigent Adult Clinic will receive \$295,000 from the County to fund outpatient services. This clinic will also collect fees from clients on a sliding scale, (Attachment I). It is planned that collected copayments from clients will make this clinic largely self-sustaining. Potential clients of the system will be screened for eligibility, cross-checking with county, Medicaid and Medicare rolls to prevent abuses. Only individuals below 150 percent of poverty will be considered as potential clients. Criteria for acceptance will then be made increasingly more stringent to keep the caseload in line with the level of funding. Priority will be given to those patients whose problems fall under the higher priority services of prenatal care, sick child care, and indigent adult care. Assistance will be provided to those having difficulty applying for participation in the system.

The impact upon existing health care resources will be entirely positive. Emergency departments will no longer be inundated by non-emergency, no-pay patients, who historically viewed the emergency department as the physician of last resort. Private physicians would be relieved of the potential responsibility for indigents. Hospitals treating patients covered by Senate Bill 1 mandate would be reimbursed (albeit at Medicaid rates) for stays that would previously have constituted bad debt. Lab, x-ray, and other ancillary services for those patients would be paid, again at Medicaid rates.

The machinery for provision of all previously named services, except for the Indigent Adult Care Clinic, are now in place and operational. Expansion of the prenatal care program would probably require increasing the compensation to private physicians to attract more participants. The adult care clinic, as presently proposed to Fort Bend County, would be fully operational by September 1, 1986.

#### SECTION IV

##### COST EFFECTIVENESS OF THE PROPOSED SYSTEM

During Phase I, services would be located at three separate sites in the Richmond-Rosenberg area. The County Health Department is located at 3409 Avenue F in Rosenberg, and operates from 8:00 am to 5:00 pm weekdays. The Fort Bend Office of Early Childhood Development is located at 902 Morton, Richmond, Texas and is also open from 8:00 am to 5:00 pm weekdays. Funding for this proposal would allow the Sick Child Clinic to be open after hours to provide care to children of working parents, with coverage through weekday evenings and Saturdays. The Indigent Adult Care Clinic will be located at 711 George Lane, Richmond, Texas. It will be open from 8:00 am to 5:00 pm weekdays. Since all of these services are now fully funded for their present levels of operation, the only

additional funding needed would be that necessary to expand the higher priority services to fully care for the needs of the residents of the county. We are proposing \$500,000 as necessary to fund additional physicians, nurses, and supplies at these facilities. Clearly, this request is a substantial percentage of the total funds Texas has available, but this would be an excellent prototype program for other counties in the state. Our data could be extrapolated to other counties, conceivably obviating the need for their duplicating our Phase I and allowing them to directly implement a system approximating our Phase II. To review, Phase II would place all state, county, and charitable supported health services mentioned above in a single facility, called the Fort Bend County Consolidated Health Services. This facility would be centrally located within the county. Duplication of services, such as screening personnel, security personnel, etc., would be eliminated. Since this integrated and consolidated health service system would occupy a single location, expenses for insurance, utilities, grounds upkeep, and security would be minimized. The County could afford some type of shuttle bus system to take people to and from the Health Service. A single, managing physician in the facility would eliminate the waste of duplication of services. A shared lab within the facility would run the dozen most commonly requested tests in-house, thus decreasing charges from ancillary services. A single screening location for all services would place clients with the appropriate service and markedly decrease confusion and the potential for fraud. The efficient and appropriate provision of health services would certainly improve the general health of the target population, thus reducing morbidity and mortality. Once the Consolidated Health Services becomes fully operational in Phase II, a savings of at least \$300,000 would be realized.

An analysis of unit cost under this proposal clearly demonstrates the cost-effectiveness of the program. Substantial savings in unit cost are realized in the prenatal care and adult care areas. (See Table III below). The Sick Child Clinic operates at the same unit cost, but opens the clinic for after hours, which is sorely needed. The savings represent fixed expenses that are already met such as utilities, rent, and secretarial personnel. This allows much more of the funding to be directly applied to patient care.

TABLE III

	PRESENT FUNDING		PROPOSED FUNDING	
	SERVICE UNITS	UNIT COST	SERVICE UNITS	UNIT COST
Prenatal Care	200	\$1,935.00	200	\$1,275.00
Sick Child	9,000	\$ 27.77	3,000	\$ 27.77
Adult Clinic	4,000	\$ 73.75	5,775	\$ 28.00

A unit of service for the prenatal care program is one completed course of prenatal care, resulting in delivery. A unit of service for both the sick child clinic and the adult clinic is one visit including exams, diagnostic tests and procedures, and treatments (prescription medications excluded).

## SECTION V

0030

PLAN OF EVALUATION

During Phase I, the County Health Department, the Indigent Adult Clinic, and the Ft. Bend Office of Early Childhood Development, Inc. will continue to operate as they have in the past under established budgets and in separate locations. Funding from the Texas Primary Health Care Services Act would allow for the expansion of the three high priority services. During the initial period, the three major entities would begin the movement towards consolidation. OECD has developed and implemented a very effective computer data base system for identification and tracking of clients throughout its programs. Reports are routinely run on a monthly basis for each program, with a separate report showing the unduplicated count of clients for the entire agency. The reports may be specified for other time frames, such as quarterly or bi-annually. The system has been designed to allow for easy expansion and can readily accommodate data collected by the Health Department and the Adult Clinic. After consolidation, the computer generated reports will prove invaluable for planning and evaluation.

All divisions of the health care system will be subject to review and evaluation. Random chart audits will be performed monthly to assure that the standard of care is appropriate. Audits of a general nature (is all the pertinent information recorded?) and of a topic-oriented nature (sutured wound evaluation) will be performed. Data on the volume of patients seen in each division will be analyzed to insure an acceptable activity level.

## SECTION VI

FINANCIAL PLAN AND ITEMIZED BUDGET

Although the goal of this proposal is to consolidate the health services of Fort Bend County under one roof, certain financial restrictions exist. OECD receives 38% of its funding from the United Way, thus requiring it to retain autonomy. OECD will continue to operate under the direction of the Board of Directors with a separate budget, as a private, non-profit organization. The agency undergoes a rigorous independent financial audit at the end of every fiscal year. Funding from the county will be subject to review and approval by the Commissioners Court. The Health Department and the Indigent Adult Clinic will operate as fully budgeted programs of the county.

See Table IV, Itemized Budget

TABLE IV

BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	New Or Revised Budget Total (g)
1. Prenatal Care		\$ -0-	\$ 387,000.	\$	\$	\$ 387,000.
2. Sick Child Clinic		\$ -0-	\$ 250,000.			\$ 250,000.
3. Indigent Adult Clinic		\$ -0-	\$ 295,000.			\$ 295,000.
14.						
15. TOTALS		\$ -0-	\$ 932,000.	\$	\$	\$ 932,000.

SECTION B - BUDGET CATEGORIES

OBJECT CLASS CATEGORIES	11) Prenatal	12) Grant Program, Sick Child	13) Function or Activity Adult	14)	Total (5)
1a. Personnel	\$ 51,500.	\$ 29,000.	\$ 46,200.	\$	\$ 126,700.
1b. Fringe Benefits	\$ 8,900.	\$ 4,640.	\$ 8,662.		\$ 22,202.
1c. Travel	\$ 1,000.	\$ 50.	\$ 0.		\$ 1,050.
1d. Equipment	\$ 1,500.	\$ 11,590.	\$ 11,550.		\$ 24,640.
1e. Supplies	\$ 2,400.	\$ 10,950.	\$ 28,875.		\$ 42,225.
1f. Contractual	\$ 170,000.	\$ 24,000.	\$ 1,444.		\$ 195,444.
1g. Construction	\$ 12,700.	\$ 0.	\$ 1,444.		\$ 14,144.
1h. Other	\$ 5,000.	\$ 3,080.	\$ 63,525.		\$ 71,605.
1i. Total Direct Charges	\$ 255,000.	\$ 83,310.	\$ 161,700.		\$ 500,000.
1j. Indirect Charges	\$ n/a.	\$ n/a.	\$ n/a.		\$ n/a.
14. TOTALS	\$ 255,000.	\$ 83,310.	\$ 161,700.		\$ 500,000.
17. Program Income	\$ 60,000.	\$ 18,150.	\$ 86,625.		\$ 164,775.

Read all references to federal and/or state as applicable.

ATTACHMENT I

0030

FEE POLICY FOR INDIGENT ADULT HEALTH CARE CLINIC

Each patient will pay a sliding scale fee for service based on the individual's income and family size. The scale ranges from a minimum \$5 to a maximum \$28 for an office visit to the adult clinic, and includes all services and procedures performed during the visit. Follow-up visits for the same problem will be assessed at the same level, and will not be discounted.

INCOME GUIDELINE - 150% OF THE OBM POVERTY LEVEL

<u>Family Size</u>	<u>Gross Monthly Income</u>
1	\$ 657
2	\$ 882
3	\$ 1,107
4	\$ 1,332
5	\$ 1,557
6	\$ 1,782
7	\$ 2,002
8	\$ 2,232
Each additional family member	\$ 225

METHOD OF DETERMINATION OF FEE

1. Calculate the client's gross monthly income's percentage of the maximum allowed for family size under the eligibility scale.
2. Multiply \$28 (maximum fee charged) by the percentage to determine the fee charged.

Monthly income taken from application = \$ \_\_\_\_\_ (A)

Family size taken from application = \_\_\_\_\_

Maximum income allowed for family size = \$ \_\_\_\_\_ (B)

\$ \_\_\_\_\_ (A) / \$ \_\_\_\_\_ (B) = \_\_\_\_\_ %

\_\_\_\_\_ % x \$28 = \$ \_\_\_\_\_ Fee for Service

Example: Family of 4 with gross monthly income of \$866.

$\$866/\$1332 = 65\%$

$65\% \times \$28 = \$18.20$  per visit

Family of 6 with gross monthly income of \$435.

$\$435/\$1,782 = 24\%$

$24\% \times \$28 = \$6.72$

## FORT BEND OFFICE OF EARLY CHILDHOOD DEVELOPMENT, INC.

A United Way Agency

0030

Main Office:  
902 Morton  
Richmond, Texas 77469  
(713) 342-4530



Clinic:  
106 S. 9th St.  
Richmond, Texas 77469  
(713) 342-5176

March 11, 1986

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

Dear Judge Stavinoha,

On behalf of the Board of Directors of the Ft. Bend Co. Office of Early Childhood Development, Inc., I wish to convey our support of the proposal by Dr. Blake Berry to evaluate, expand and centralize the indigent health care services in our county.

The proposal has merit in that it recognizes that the target population has difficulty in obtaining medical care from private providers and that the services offered by the County and OECD need to be expanded to accommodate the growing needs of a growing indigent population. Furthermore, it addresses the issue of consolidating the health services in the center of Fort Bend County, i.e., the Richmond/Rosenberg area, for better accessibility by the target population.

We are very excited about the implications the proposal has for the future of OECD. We look forward to working closely with the County in developing a cohesive group of services for our indigent population.

Sincerely,

A handwritten signature in cursive script that reads "Lynda Bible".

Lynda Bible  
Executive Director



01004

0030

## RESOLUTION

WHEREAS Houston Hull Airport is a vital and unique part of the Houston region's aviation community and provides a facility with an 8,000-foot runway and all weather services second only to Houston's hub airport, Intercontinental Airport, in meeting the needs of commercial, corporate and private aircraft operators, and

WHEREAS the outstanding facilities of Houston Hull Airport are an important attraction to business, thereby making the airport a vital component in the region's economic development efforts that are being carried out by regional chambers of commerce and other agencies, and

WHEREAS Houston Hull Airport is in the geographical center of regional development and economic growth now underway and is conveniently located in Fort Bend County to provide easy access to the entire Houston region and especially to the western portion of the Houston region, and

WHEREAS Houston Hull Airport has been developed solely through private enterprise and does not require the expenditure of government tax dollars, which is of particular significance at a time of fiscal crises in government, and instead strengthens the regional tax base through tax dollars generated by the operation of the airport, as a private enterprise, and

WHEREAS Houston Hull Airport has been placed in trust so as to assure that the airport facility and properties will remain a permanent part of the regional infrastructure, and

WHEREAS Houston Hull Airport assures the entire aviation community of its potential for major expansion to accommodate future needs, and is fully protected as an airport through zoning ordinances regulating aircraft approaches,

NOW THEREFORE the Commissioners Court of Fort Bend County officially recognizes Houston Hull Airport as the principal West Side regional airport serving the aviation needs especially of that portion of the region, and urges all governmental entities and civic organizations to share in their recognition of Houston Hull Airport's numerous inherent values to the entire Houston region as a quality aviation facility.

Karl Baker  
01005

PROJECT: FORT BEND COUNTY LAW ENFORCEMENT ACADEMY  
DATE: February 17, 1986  
SUBJECT: PUNCH LIST ITEMS  
  
STATUS: Substantial Completion

Inspection - 3-13-86  
1100 hrs  
w/ Keith Leith #0030  
General Contractor  
Don Martin/Bluff

- ✓ 1. Metal storage shelves shall be in the Storage Room per allowance of \$800.00.
- ✓ 2. Room signs shall be installed per Graphics allowance of \$500.00.
- ✓ 3. Tighten soap dispensers in restrooms.
- ✓ 4. Replace one faucet in the Men's Showers to match the other two.
- ✓ 5. Replace all damaged ceiling tiles.
- ✓ 6. Install all missing wall outlet covers.
- ✓ 7. Install all light fixture covers.
- ✓ 8. A/C system to be tested and balanced; and a copy of the report to be sent to the Architect.
- ✓ 9. New air filters are to be installed in all a/c units.
10. GENERAL ITEMS TO BE PROVIDED PRIOR TO PAYMENT OF RETAINAGE:
  - ✓ - Release of Lien from all sub-contractors
  - ✓ - Copy of all warranties of items installed on this project by sub-contractors
  - ✓ - Copy of general contractor's written warranty
  - ✓ - One set of as-built drawings. This set of drawings shall include diagrams of the properly labeled and tested panelboards throughout the entire building.
  - ✓ - Written operating and maintenance instructions
  - All breakers shall have typed identification labels

Still complaints  
will  
handle in  
short time

approved  
Karl E Baker  
3-13-86

01006

0030

CHRISTOPHER  
DI STEFANO &  
ASSOCIATES  
ARCHITECTS  
INC. AIA

AREA CODE 713/953-9032

ITEMS FOR COURT AGENDA MONDAY, MARCH 17, 1986:

- RE: FORT BEND COUNTY LAW ENFORCEMENT ACADEMY
1. Architect's Final Fee: \$133.90
  2. The Marton Company, Inc. (Contractor) Application for Payment #5

Final Retainage: \$8,561.75  
Less: 2,000.00 to be withheld until chalk boards  
are installed

*Chris DiStefano*

*approved  
cc 3/17/86  
J. Starnobu*

2500 CITYWEST BOULEVARD • SUITE 2010 • HOUSTON, TEXAS 77042

ITEMS FOR COURT AGENDA MONDAY, MARCH 17, 1986

0030

INVOICE

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: March 7, 1987

RE: 1. Contractor's Final/Retainage  
2. Architect's Final Supervision Fee

PROJECT: FORT BEND COUNTY LAW ENFORCEMENT ACADEMY

1. Contractor's Final - Application #5: \$8,561.75
2. Architect's Final Fee, re-cap as follows:

Construction Cost:	\$170,550	
Architect's Fee @ 8.5%:		\$14,496.75

Less payments received:

\$ 11,793.75	
656.98	
796.71	
713.11	
<u>402.30</u>	<u>(14,362.85)</u>

FINAL DUE ARCHITECT:

\$ 133.90

*Approved*  
*cc.*  
*3/17/86*

*Chris Di Stefano*  
CHRIS DI STEFANO, AIA

cc: Kathy Hynson, County Treasurer  
Karl Baker, County Engineer's Office,

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF PAGES

TO (OWNER): Ft. Bend County Commission  
 P. O. Box 368  
 Richmond, TX 77469

PROJECT: Ft. Bend Lae Enforcement Academy  
 Richmond, TX

APPLICATION NO: 5  
 PERIOD TO: 2-17-86

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM (CONTRACTOR): The Marton Co., Inc.  
 8234 Braniff  
 Houston, Tx 77061

VIA (ARCHITECT): Christopher Di Stefano  
 2500 City West Blvd.  
 Suite 2010  
 Houston, Tx 77042

ARCHITECT'S PROJECT NO:

CONTRACT DATE: 10-18-85

## 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			
Approved this Month			
Number	Date Approved		
ONE	2-10-86	685.00	
TOTALS		685.00	
Net change by Change Orders		+685.00	

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.

By: *[Signature]* Date: *2-17-86*

*Approved 3/17/86*  
*Approved 2-17-86*

1. ORIGINAL CONTRACT SUM ..... \$ 170,550.00
2. Net change by Change Orders ..... \$ 685.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 171,235.00
4. TOTAL COMPLETED & STORED TO DATE ..... \$ 171,235.00  
 (Column G on G703)

5. RETAINAGE:

- a. \_\_\_ % of Completed Work \$ -0-  
 (Column D + E on G703)
- b. \_\_\_ % of Stored Material \$ -0-  
 (Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... \$ -0-

6. TOTAL EARNED LESS RETAINAGE ..... \$ 171,235.00  
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$ 162,673.25

8. CURRENT PAYMENT DUE ..... \$ 8,561.75

9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$ -0-  
 (Line 3 less Line 6)

State of: Texas County of: Harris  
 Subscribed and sworn to before me this 17th day of Feb., 1986  
 Notary Public: Pamela L. Haag  
 My Commission expires: 8-21-89 *Pamela L. Haag*

AMOUNT CERTIFIED ..... \$ 8,561.75  
 (Attach explanation if amount certified differs from the amount applied for.)

By: *Chris Di Stefano* Date: 3-7-86

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.

80010

0030

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: 4  
APPLICATION DATE: 2-17-86  
PERIOD TO: 2-17-86  
ARCHITECT'S PROJECT NO: Ft. Bend Law Enforcement Academy

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		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				
	CHANGE ORDER #1	685.00	-0-	685.00	-0-	685.00	-0-	34.25
	CONCRETE	\$ 6,500.00	6,500.00	-0-	-0-	6,500.00	-0-	325.00
	MISC. METALS	\$ 1,800.00	1,800.00	-0-	-0-	1,800.00	-0-	90.00
	ROUGH CARPENTRY	\$ 1,100.00	1,100.00	-0-	-0-	1,100.00	-0-	55.00
	FINISH CARPENTRY	\$ 5,400.00	2,700.00	-0-	-0-	5,400.00	-0-	270.00
	WOOD DOORS	\$ 6,200.00	6,200.00	-0-	-0-	6,200.00	-0-	310.00
	ALUMINUM WORK	\$ 2,100.00	2,100.00	-0-	-0-	2,100.00	-0-	105.00
	GLASS & GLAZING	\$ 5,500.00	5,500.00	-0-	-0-	5,500.00	-0-	275.00
	FINISH HARDWARE	\$ 3,300.00	3,300.00	-0-	-0-	3,300.00	-0-	165.00
	GYPSUM DRYWALL	\$24,600.00	24,600.00	-0-	-0-	24,600.00	-0-	1,230.00
	PAINTING, WQC, ETC	\$ 9,000.00	8,100.00	900.00	-0-	9,000.00	-0-	450.00
	ACUSTICAL CEILINGS	\$ 7,400.00	7,400.00	-0-	-0-	7,400.00	-0-	370.00
	CERAMIC TILE	\$ 4,900.00	4,900.00	-0-	-0-	4,900.00	-0-	245.00
	CARPET, VCT, BASE	\$ 7,500.00	-0-	7,500.00	-0-	7,500.00	-0-	375.00
	TOILET PARTITIONS	\$ 2,500.00	2,500.00	-0-	-0-	2,500.00	-0-	125.00
	MOVABLE PARTITION	\$ 6,500.00	6,500.00	-0-	-0-	6,500.00	-0-	325.00
	CHALK & TRACK BOARDS	\$ 2,000.00	2,000.00	-0-	-0-	2,000.00	-0-	100.00
	PLUMBING	\$22,240.00	20,016.00	2,224.00	-0-	22,240.00	-0-	1,112.00
	HVAC	\$24,055.00	21,649.50	2,405.50	-0-	24,055.00	-0-	1,202.75
	ELECTRICAL	\$27,955.00	25,159.50	2,795.50	-0-	27,955.00	-0-	1,397.75
		171,235.00	152,025.00	19,210.00	-0-	171,235.00	-0-	8,561.75

13. AUTHORIZE JONATHAN DAY TO WORK WITH DRAINAGE DISTRICT TO PREPARE DRAINAGE REGULATIONS FOR CLEAR CREEK WATERSHED :

0030

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize Jonathan Day, Attorney at Law, to work with Drainage District to prepare Drainage regulations for Clear Creek Watershed, approximate cost is \$5,000.00.

14. CONSIDER REPLACEMENT ON APPEALS BOARD OF THE JOB CLASSIFICATION & WAGE COMPENSATION PROGRAM :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Denham voting no and Judge Stavinoha voting yes, it is ordered to replace Robert Grayless with Ms. Stephen Walters to serve on the Job Classification & Wage Compensation program.

15. CONSIDER READVERTISING FOR BIDS FOR SALE OF EXCESS SOIL AT LANDFILL:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postponed until a later date.

16. CONSIDER ADVERTISING FOR BIDS FOR DATA PROCESSING EQUIPMENT (FUNDS AVAILABLE) :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for Data Processing equipment. (Recorded in minutes in full)

Chuck Miller presented equipment needs to be advertised.

17. AWARD BID ON 0.5 ACRES OIL, GAS & MINERAL LEASE (BID #86-23) AND ON 86.0347 ACRES OIL, GAS & MINERAL LEASE (BID #85-24) :

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to PHILLIPS PETROLEUM CO. for a 3 year lease on 0.5 acres oil, gas & mineral lease. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to MURPHY H. BAXTER on 86.0347 for a 5 year lease on 86.0347 acres oil, gas & mineral lease. (Recorded in minutes in full)

18. 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.

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

No action taken.

RECESS :

Commissioners' Court recessed at 12:07 p.m.

RECONVENE :

Commissioners' Court reconvened at 1:30 p.m.

To: The Honorable Commissioners'  
Court of Fort Bend County

Judge Jodie Stavinoha,  
Johnnie Pustka,  
Ben Denham,  
Alton Pressley,  
Bob Lutts,

County Judge  
Commissioner Pct. 1  
Commissioner Pct. 2  
Commissioner Pct. 3  
Commissioner Pct. 4

Data Processing would like to acquire the following products to upgrade the capabilities of our Hewlett-Packard CPU. These products will increase the speed, make it easier to program, and allow direct connection of the 3000 to the IBM Network.

At this time users on our IBM systems cannot access data stored on the Hewlett-Packard System and conversally users on the Hewlett-Packard cannot access the IBM programs end files.

1. Computer upgrade from a series 44 to a series 48,  
Cost = 10,500.
2. A 56 KBPS data link to link our HP 3000 to our IBM Network,  
Cost = 9,030.
3. An expansion board to allow 12 more terminals to be attached to the HP 3000 CPU,  
Cost = 9,100
4. The following programmer productivity aids. The Report Writer Package consisting of:
  - a. DICTIONARY/3000,
  - b. REPORT/3000,
  - c. INFORM/3000,Cost = 9,750

TOTAL COST = 38,380



01012

8612953

86-23

FILED  
0030

DAVID BROOKS COLLINS  
PETROLEUM LANDMAN  
8006 GOLDENGROVE  
SPRING, TEXAS 77379  
713 370-1312

'86 MAR 20 P4:06

*Dianne Wilson*  
COUNTY CLERK  
FORT BEND COUNTY TEXAS

March 10, 1986

Office of County Judge  
Fort Bend County Courthouse  
Richmond, Texas 77469

RE: BID FOR OIL, GAS AND MINERAL  
LEASE; NO. 86-23  
0.05 acres, more or less  
John Randon Lge. A-76  
Fort Bend County, Texas

Gentlemen:

Phillips Petroleum Company offers the following terms for obtaining an oil, gas and mineral lease covering the captioned acreage:

- 1) \$150.00 bonus consideration
- 2) \$10.00 per net mineral acre/delay rental
- 3) 20% royalty for oil and/or gas
- 4) three (3) year primary term

Phillips Petroleum Company held the prior lease covering this acreage and would like to have the opportunity to continue its evaluation of this acreage. A favorable consideration of this offer is greatly appreciated.

Yours truly,

David B. Collins  
for: Phillips Petroleum Company

DBC/s  
attachment

cc: Scott Prather - Landman  
Phillips Petroleum Company  
P.O. Box 1967  
Houston, Texas 77001

	Bonus	Rental	Royalty
3 yr	150 <sup>00</sup>	5 <sup>00</sup> /yr	1/5

OIL, GAS AND MINERAL LEASE

01013

THIS AGREEMENT made this 10th day of March 1986, between

COUNTY JUDGE, FORT BEND COUNTY, TEXAS, represented herein by  
the Honorable JODIE E. STAVINOH

0030

lessor (whether one or more), whose address is: Fort Bend County Courthouse Richmond, Texas  
and PHILLIPS PETROLEUM COMPANY P.O. Box 1967 Houston, Texas 77001 lessee, WITNESSETH:  
TEN AND NO/100

1. Lessor, in consideration of \_\_\_\_\_ Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Fort Bend State of Texas and is described as follows:

0.5 acres, more or less, part of the John Randon Survey A-76, and being the same land more particularly described in that certain Deed dated July 24, 1897, from Taylor Richards, et al, as Trustees of the St. Johns Baptist Church to J.S. McEachin, County Judge and his successors in office, recorded in Vol. 8 Page 286 of the Deed Record of Fort Bend County, Texas.

Reference is hereby made for description purposes.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus, delay rental or other payment hereunder, said land shall be deemed to contain 0.5 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus and agrees to accept the delay rental as lump sum considerations for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of ~~ten (10)~~ three (3) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the ~~equal and eighth~~ part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the ~~average posted market price of such one-eighth~~ part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, ~~in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil;~~ (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, ~~one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas;~~ (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to the amount of annual delay rental provided for in this lease. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in a depository bank provided for below. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or utilize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from as well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any delay rental and shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties.

unless lessee on or before said date shall, subject to the further provisions hereof, pay or tender to lessor or to lessor's credit in the \_\_\_\_\_  
REPUBLIC Bank at RICHMOND, TEXAS  
successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of \$ 5.00

\_\_\_\_\_ which shall operate as delay rental and cover the privilege of deferring operations for one year from said date. In like manner and upon like payments or tenders, operations may be further deferred for like periods of one year each during the primary term. If at any time that lessee pays or tenders delay rental, royalties, or other moneys, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such rental, royalties, or other moneys, in the manner herein specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to lessor or to a depository bank on or before the last date for payment. Said delay rental shall be apportionable as to said land on an acreage basis, and a failure to make proper payment or tender of delay rental as to any portion of said land or as to any interest therein shall not affect this lease as to any portion of said land or as to any interest therein as to which proper payment or tender is made. Any payment or tender which is made in an attempt to make proper payment, but which is erroneous in whole or in part as to parties, amounts, or depository shall nevertheless be sufficient to prevent termination of this lease and to extend the time within which operations may be conducted in the same manner as though a proper payment had been made; provided, however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof from lessor. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest. If this lease is so released as to all minerals and horizons under a portion of said land, the delay rental and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release.

Return to - E. C. C. C.

01014

6. If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate on its anniversary date next following the ninetieth day after such discontinuance unless on or before such anniversary date lessee either (1) conducts operations or (2) commences or resumes the payment or tender of delay rental; provided, however, if such anniversary date is at the end of the primary term, or if there is no further anniversary date of the primary term, this lease shall terminate at the end of such term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 11 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

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7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, delay rental, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, delay rental, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, delay rental, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above. In the event of assignment of this lease as to any part (whether divided or undivided) of said land, the delay rental payable hereunder shall be apportionable as between the several leasehold owners, ratably according to the surface area or undivided interests of each, and default in delay rental payment by one shall not affect the right of other leasehold owners hereunder.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term and the delay rental provisions hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

*Jodie E. Stavinoha*  
 JODIE E. STAVINOKA, County Judge, Fort Bend  
 County, Texas

STATE OF TEXAS INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO  
 COUNTY OF FORT BEND

Before me, the undersigned authority, on this day personally appeared Honorable Jodie E. Stavinoha, County Judge  
 known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that he  
 executed the same as his free act and deed for the purposes and consideration therein expressed, and the capacity stated therein

Given under my hand and seal of office this 19<sup>th</sup> day of MARCH, 1986.  
 My Commission Expires 1-21-89

*Norma J. Landry*  
 NORMA J. LANDRY, Notary Public  
 STATE OF TEXAS  
 Notary's Printed Name  
 MY COMMISSION EXPIRES 1-21-89

STATE OF \_\_\_\_\_ INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO  
 COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_  
 known to me to be the person whose name is (are) subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_  
 executed the same as \_\_\_\_\_ free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
 My Commission Expires \_\_\_\_\_  
 Notary Public in and for the State of Texas

Notary's Printed Name

STATE OF \_\_\_\_\_ HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO  
 COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_  
 and \_\_\_\_\_ husband and wife, known to me to be the persons whose names are  
 subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and  
 consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
 My Commission Expires \_\_\_\_\_  
 Notary Public in and for the State of Texas

Notary's Printed Name

Produced Pursuant to (7-49)  
 With 640 Acres Pooling Provision

No. \_\_\_\_\_

Oil, Gas and Mineral Lease

FROM \_\_\_\_\_ TO \_\_\_\_\_

Dated \_\_\_\_\_ 19\_\_\_\_

No. Acres \_\_\_\_\_

County \_\_\_\_\_

Term \_\_\_\_\_

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ of the \_\_\_\_\_ records of this office.

By \_\_\_\_\_ County Clerk  
 \_\_\_\_\_ Deputy

When recorded return to \_\_\_\_\_

FOUND PRINTING & STATIONERY COMPANY  
 2125 Fannin, Houston, Texas 77002 (713) 659-3359

1837 1294

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01015

'86 MAR 20 P4:06

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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

MAR 24 1986



*Dianne Wilson*  
County Clerk, Fort Bend Co., Tex.

Return to: Phillips Petroleum Co.  
P.O. Box 1467  
Houston, Tx 77001

Attn: SCOTT PRAETNER

01016

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Robert E. McKinley, Inc.

Oil and Gas Properties

Petroleum Landmen

5847 San Felipe, Suite 1280

Houston, TX 77057

Office 713-789-3426

March 17, 1986

8612954

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'86 MAR 20 P4:08

*Janne Wilson*  
COUNTY CLERK  
FORT BEND COUNTY TEXAS

County of Fort Bend  
John J. Hammett  
Richmond, Texas

Re: Check for Oil & Gas Lease covering  
86.0347 acres in Fort Bend County, Texas

Dear Mr. Hammett:

Attached is Cashier's Check for the amount of \$2,413.74 covering the  
above captioned lands in Fort Bend County, Texas.

Terms for the lease are as follows:

BONUS:	48.2747 NET MINERAL ACRES, (out of 86.0347 Gross Acres), X \$50.00/acre	= \$2,413.74
RENTALS:	48.2747 NET ACRES X \$10.00/ac., due before 3/5/87 1st year rental payment	= \$ 482.75
	48.2747 NET ACRES X \$10.00/ac., due before 3/5/88 2nd year rental payment	= \$ 482.75
"	" 3/5/89 3rd year rental payment	= \$ 482.75
"	" 3/5/90 4th year rental payment	= \$ <u>482.75</u>
TOTAL FIVE YEAR CONSIDERATION.....		= \$4,344.74

Thanking you for your time and attention regarding this matter.

Sincerely,

*Chuck Reagan*  
Chuck Reagan  
Representative of Murphy H. Baxter

✓

OIL, GAS AND MINERAL LEASE

01017

THIS AGREEMENT made this 5th day of March

COPY

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THE COUNTY OF FORT BEND COUNTY, TEXAS BY:  
THE HONORABLE JODIE E. STAVINOKA, JUDGE OF FORT BEND COUNTY, TEXAS,  
AND KATHY HYNSON, COUNTY TREASURER, FORT BEND COUNTY, TEXAS.

lessor (whether one or more), whose address is: P. O. Box 368, Richmond, Texas 77469  
and Murphy H. Baxter, 1200 Smith, Suite 2950, Houston, Texas 77002 lessee, WITNESSETH:

1. Lessor, in consideration of ten and other valuable consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Fort B State of Texas and is described as follows:

86.0347 acres of land, more or less, out of the Henry Scott League, Abstract Number 83, and the H. & T. C. R. R. Company Survey, Abstract Number 212, Fort Bend County, Texas, and being more particularly described in Exhibit "A" attached hereto as though same was written in its entirety herein.

FOR ADDITIONAL TERMS AND CONDITIONS REFERENCE IS MADE TO EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRETY HEREIN.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus, delay rental or other payment hereunder, said land shall be deemed to contain 86.0347 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus and agrees to accept the delay rental as lump sum considerations for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of ~~99~~ 5- five years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal 1/6 part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such 1/6 part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest. In either case, to bear 1/6 of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, 1/6 of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of 1/6 of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to the amount of annual delay rental provided for in this lease. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in a depository bank provided for below. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any delay rental and shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties, unless lessee on or before said date shall, subject to the further provisions hereof, pay or tender to lessor or to lessor's credit in the

Republic Bank, 1100 Jackson, Richmond, Texas, Account #9000445, or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of

482.75, which shall operate as delay rental and cover the privilege of deferring operations for one year from said date. In like manner and upon like payments or tenders, operations may be further deferred for like periods of one year each during the primary term. If at any time that lessee pays or tenders delay rental, royalties, or other moneys, two or more parties are or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such rental, royalties, or other moneys, in the manner herein specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to lessor or to a depository bank on or before the last date for payment. Said delay rental shall be apportionable as to said land on an acreage basis, and a failure to make proper payment or tender of delay rental as to any portion of said land or as to any interest therein shall not affect this lease as to any portion of said land or as to any interest therein as to which proper payment or tender is made. Any payment or tender which is made in an attempt to make proper payment, but which is erroneous in whole or in part as to parties, amounts, or depository shall nevertheless be sufficient to prevent termination of this lease and to extend the time within which operations may be conducted in the same manner as though a proper payment had been made; provided, however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof from lessor. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest. If this lease is so released as to all minerals and horizons under a portion of said land, the delay rental and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release.

6. If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate on its anniversary date next following the ninetieth day after such discontinuance unless on or before such anniversary date lessee either (1) conducts operations or (2) commences or resumes the payment or tender of delay rental; provided, however, if such anniversary date is at the end of the primary term, or if there is no further anniversary date of the primary term, this lease shall terminate at the end of such term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 11 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, delay rental, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, delay rental, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, delay rental, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above. In the event of assignment of this lease as to any part (whether divided or undivided) of said land, the delay rental payable hereunder shall be apportionable as between the several leasehold owners, ratably according to the surface area or undivided interests of each, and default in delay rental payment by one shall not affect the right of other leasehold owners hereunder.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term and the delay rental provisions hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Jodie E. Stavinoha  
JODIE E. STAVINOKA, COUNTY JUDGE

Kathy Hynson, COUNTY TREASURER

STATE OF TEXAS  
COUNTY OF FORT BEND

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_

Jodie E. Stavinoha

known to me to be the person whose name is ~~(X)~~ subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19th day of MARCH, 1986

My Commission Expires 1-21-89

Norma J. Landry  
Notary Public in and for the State of Texas  
NORMA J. LANDRY, NOTARY PUBLIC

STATE OF TEXAS  
COUNTY OF FORT BEND

INDIVIDUAL ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_

Kathy Hynson

known to me to be the person whose name is ~~(X)~~ subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19th day of MARCH, 1986

My Commission Expires 1-21-89

Norma J. Landry  
Notary Public in and for the State of Texas  
NORMA J. LANDRY, NOTARY PUBLIC

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

HUSBAND AND WIFE ACKNOWLEDGMENT—TEXAS OR NEW MEXICO

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_

and \_\_\_\_\_ husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires \_\_\_\_\_

Notary Public in and for the State of Texas

Notary's Printed Name

Producers 85 (7-89)  
With 640 Acres Pooling Provision

No. \_\_\_\_\_  
**Oil, Gas and Mineral Lease**

FROM \_\_\_\_\_

TO \_\_\_\_\_

Dated \_\_\_\_\_, 19\_\_\_\_.

No. Acres \_\_\_\_\_

County \_\_\_\_\_

Term \_\_\_\_\_

This instrument was filed for record on the \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_

o'clock \_\_\_\_\_ M., and duly recorded in \_\_\_\_\_

Book \_\_\_\_\_, Page \_\_\_\_\_

of the \_\_\_\_\_ records of this office.

County Clerk \_\_\_\_\_

Deputy \_\_\_\_\_

When recorded return to \_\_\_\_\_

1832 By 1502

FOUND PRINTING & STATIONERY COMPANY  
2222 Fannin, Houston, Texas 77002 (713) 659-3159

## EXHIBIT "A"

ATTACHED TO AND BY REFERENCE MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE ENTERED INTO BY AND BETWEEN THE COUNTY OF FORT BEND, AS LESSOR, AND MURPHY H. BAXTER, AS LESSEE, UNDER DATE OF MARCH 5, 1986.

0030

86.0347 acres of land, more or less, and being more particularly described in the following three tracts.

TRACT 1:

40.82 acres of land, more or less, out of the Henry Scott League, Abstract Number 83, Fort Bend County, Texas, and being more particularly described in Warranty Deed dated March 29, 1985 from Gertrude Callaway Individually and as Executrix of the Roland Adolph Kelm Estate to the County of Fort Bend and as recorded in Volume 1641, Page 677 of the Official Records of Fort Bend County, Texas.

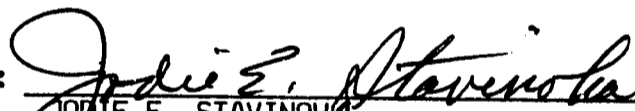
TRACT 2:

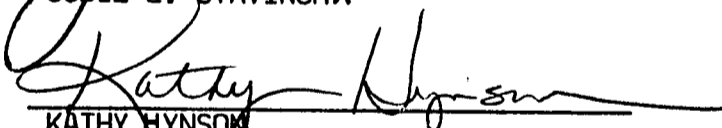
34.7 acres of land, more or less, out of the Henry Scott League, Abstract Number 83, and being more particularly described in Warranty Deed dated March 20, 1985 from William A. Currie et al, to the County of Fort Bend and as recorded in Volume 1641, Page 770 of the Official Records of Fort Bend County, Texas.

TRACT 3:

10.5147 acres of land, more or less, out of the West Quarter of Section 11 of the H. & T. C. R. R. Company Survey, Abstract Number 212, and being more particularly described in Deed dated October 25, 1983 from Wessendorff Development Company to the County of Fort Bend, and as recorded in Volume 1322, Page 773 of the Official Records of Fort Bend County, Texas.

SIGNED FOR IDENTIFICATION:

  
JODIE E. STAVINOKA

  
KATHY HYNSON



01020

EXHIBIT "B"

ATTACHED TO AND BY REFERENCE MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE ENTERED INTO BY AND BETWEEN THE COUNTY OF FORT BEND, AS LESSOR, AND MURPHY H. BAXTER, AS LESSEE, UNDER DATE OF MARCH 5, 1986.

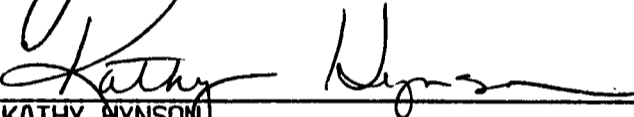
0030

12. Lessee, its successors and assigns, shall pay Lessor for any damage to crops, grasses, trees, drainages, ground surface fences, roads, culverts, bridges and other improvements on Lessor's land resulting from operations by Lessee; and Lessee shall promptly (and always within 120 days, weather permitting) restore the land to its former condition as soon as operations permit so that the premises during and after the lease operations shall be maintained in a neat and orderly appearance.

13. Notwithstanding any wording in this lease to the contrary it is hereby agreed between Lessor and Lessee that this lease covers only oil, gas and all other hydrocarbons and/or substances, whether elements, mixtures or compounds in liquid, gaseous or vaporous forms or states, which can or may be produced through the bore of a well producing oil or gas.

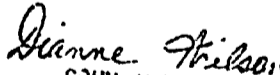
SIGNED FOR IDENTIFICATION:

  
\_\_\_\_\_  
JODIE E. STAVINOKA

  
\_\_\_\_\_  
KATHY NYNSON

FILED

'86 MAR 20 P4:08

  
COUNTY CLERK  
FORT BEND COUNTY TEXAS

## TABULATION ON OIL, GAS AND MINERAL LEASE OF 0.5 ACRES

0030

<u>COMPANY</u>	<u>LENGTH OF LEASE</u>	<u>BONUS</u>	<u>RENTAL</u>	<u>ROYALTY</u>
PHILLIPS PETROLEUM COMPANY	3 years	\$150.00	\$5.00 yr.	1/5

## TABULATION ON OIL, GAS AND MINERAL LEASE OF 86.0347 ACRES

<u>COMPANY</u>	<u>LENGTH OF LEASE</u>	<u>BONUS</u>	<u>RENTAL</u>	<u>ROYALTY</u>
MURPHY H. BAXTER	5 years	\$2,413.74	\$482.75 yr	1/6

20.  
0030

1:30 P.M.- OPEN BIDS FOR THE FOLLOWING: (1) CONSTRUCTION OF WATER WELL WITH PUMP FOR PRCT. 1 (#86-25); (2) PURCHASE OF 1 NEW OR USED WINCH WITH LESS THAN 50 HRS. RUNNING TIME TO FIT A FIATALLIS MODEL FD-20 TRACTOR (86-26); (3) PROVIDING LIFE, HEALTH & DENTAL INSURANCE TO COUNTY EMPLOYEES; & (4) PROVIDING LAW ENFORCEMENT LIABILITY, GENERAL LIABILITY, AUTOMOBILE LIABILITY, WORKERS COMPENSATION & UMBRELLA COVERAGE FOR FORT BEND COUNTY :

Open bids for construction of water well with pump for Prct.1:

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

A) AUSTIN COUNTY WATER WELL SERVICE	\$ 18,911.33
B) GEOPHYSICAL DRILLING INC.	\$ 14,512.00
C) RHEMAN WATER WELL SERVICE	\$ 11,980.00

Open bids for purchase of 1 new or used winch with less than 50 hrs. running time to fit a fiatallis mode FD-20 tractor :

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

A) HI-WAY EQUIPMENT	\$ 20,597.00
B) FOGLE EQUIPMENT CO.	\$ 16,500.00

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to FOGLE EQUIPMENT CO. for one winch in the amount of \$16,500 for Drainage District Department. (Recorded in minutes in full)

Open bids for life, health & dental insurance to County Employees; providing Law Enforcement Liability, General Liability, Automobile Liability, Workers Compensation & Umbrella Coverage for Fort Bend County:

The following proposals were presented to Commissioners' Court.

A) SUNDAY & ASSOCIATES
B) LEO DANIELS
C) COUNCIL/COVELL
D) STANDARD LIFE
E) PRU-CARE
F) TRAVELERS INS. (JIM FEUERBACH)
G) AMI-CARE
H) BANKERS LIFE
I) PRUDENTIAL (TEXAS ASSOC. OF COUNTIES)
J) UNITED MEDICAL PLAN OF TEXAS
K) REESE INSURANCE AGENCY
L) TRANSPORT LIFE
M) SECURITY LIFE OF DENVER
N) GULF STATES UNDERWRITERS OF LOUISIANA
O) POLLY RYON HOSPITAL
P) CALIFORNIA LIFE INSURANCE
Q) MILTON GODWIN INSURANCE
R) THIRD PARTY ADMINISTRATORS
S) CHARLES MARRIETTA (TRAVELERS)
T) BLUE CROSS/BLUE SHIELD
U) MONY FINANCIAL SERVICES
V) DAVID GORKA & CHRIS MARTIN (AMI-CARE)
W) SANUS HEALTH PLAN
X) IBS
Y) JANE WOLTERS DORF (TOTAL PLAN SERVICE, INC.)
Z) TEXAS INSURANCE ASSOCIATES
AA) NATIONWIDE INSURANCE
BB) MAXI-CARE
CC) TEXAS ASSOCIATES OF COUNTIES

BID ITEM: CONSTRUCTION OF WATER WELL WITH PUMP FOR PRECINCT #1

BID NUMBER: 86-27

0030

VENDORS NOTIFIED BY LETTER

COMPANY	SUBMITTED/PRICE
AUSTIN COUNTY WATER WELL SERVICE 18,911.33	_____
FOUR H WATER WELL	_____
GEOPHYSICAL DRILLING INC. 14,512	_____
MAHLER WATER WELL SERVICE, INC.	_____
ONDREY WATER WELL DRILLING	_____
RHEMAN WATER WELL SERVICE 11,980.00	_____
SWINEHART CONSULTING GEOPHYICSTS	_____
WILLIAMS WATER WELL SERVICE	_____

Revised spec sent  
 Yes addendum sent  
 x-~~Yes~~ On addendum sent  
 Yes addendum sent

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW OR USED WINCH W/LESS THAN 50 HOURS OF RUNNING TIME TO FIT A FIATALLIS MODEL FD-20 TRACTOR.

BID NUMBER: 86-26

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE/SUBMITTED
BADO EQUIPMENT	
BOETTCHER-HLAVINKA	
BRAZOS EQUIPMENT SALE	
CASE POWER AND EQUIPMENT	
D.M. COOK CO	
EAGLE LAKE IMPLEMENT CO	
EAST BERNARD IMPLEMENT CO.	
GULF MACHINERY CO.	
HALL EQUIPMENT AND SUPPLY CO.	
HERTZ EQUIPMENT CO	
HI-WAY EQUIPMENT	20,597
HOUSTON TRACTOR EQUIPMENT INC	
HYCO EQUIPMENT	
INGERSOLL-RAND	
MCDONALD EQUIPMENT	
PLAINS MACHINERY	
R.B. EVERETT	
S & N POWER PRODUCTS	
SOUTH TEXAS EQUIPMENT CO	
TOM FAIRY CO	
WAUKESHA-PEARCE INDUSTRIES	
Fogle M	\$16,500

21. APPROVE BILLS:

0030

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)

22. ADJOURNMENT :

Commissioners' Court adjourned Monday, March 17, 1986.

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1986

On this the 17<sup>th</sup> day of March, 1986 at a Special Session of the Commissioners Court with the following present:

County Judge

Jodie Stavinoha

Commissioner, Precinct 1

[Signature]

Commissioner, Precinct 2

[Signature]

Commissioner, Precinct 3

[Signature]

Commissioner, Precinct 4

Now, therefore, be it resolved upon the motion of Commissioner

BOB LUTTS, Seconded by Commissioner ALTON PRESSLEY

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: 3-17-86

Time Reconvened: \_\_\_\_\_

Time Adjourned or Recessed: 3:50 p.m.

CERTIFICATE OF LEGALITY AND AUTHENTICITY  
FOR MICROFILM RECORDS  
COMMISSIONERS COURT MINUTES OF  
FORT BEND COUNTY, TEXAS

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, HEREBY CERTIFY THAT THE COMMISSIONERS COURT MINUTES IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS ARE BEING MICROFILMED ON AND AFTER JANUARY 2, 1985 UNDER AND BY VIRTUE OF ARTICLE 1941 (a), VERNON'S TEXAS CIVIL STATUTES.

I FURTHER CERTIFY THAT THE FOREGOING SERIES OF PHOTOGRAPHS IN THIS ROLL OF MICROFILM BETWEEN THE TITLE PAGE IDENTIFYING THE KIND OF RECORD AND THIS CERTIFICATE OF LEGALITY AND AUTHENTICITY HAVE BEEN MADE IN ACCORDANCE WITH THE ABOVE AUTHORITY AND ARE CORRECT, LEGIBLE AND EXACT COPIES OF THE ORIGINAL DOCUMENTS AND INSTRUMENTS FILED IN MY OFFICE FOR RECORD.

COMMISSIONERS COURT MINUTES

FILMED ON MAY 13, 1986.

STARTING WITH  
FILM CODE NO. 86 vol. 30 pg. 839

ENDING WITH  
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