# 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 \_\_\_\_\_\_\_, 19\_87\_\_\_\_\_\_ STARTING WITH VOLUME NUMER\_0030 \_\_\_\_\_\_ PAGE NUMBER\_0001\_\_\_\_\_\_

> DIANNE WILSON, COUNTY CLERK FORT BEND COUNTY, TEXAS

ty <u>Fulgham</u> BY Betty BEITY FUL DEPUTY

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

- 1. Approve minutes of meeting of December 16, 1985.
- 2. Approve changes in depository pledge contracts.
- 3. Approve line item transfers in budgets.

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- 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.  $H_{U_1}$  865,40
- 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) Pplat of Riverwood Village, Section 3, Precinct 1 & (3) Mockingbird Acres, Section 2, Precinct 2.

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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.

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24. Adjournment.

EILED FOR RECORD mar L'UC DEC19 1985 AL it, Fort Bond Co., Tes.

vinoha, County Judge

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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

#### REGULAR SESSION

BE IT REMEMBERED That on this 23TH day of DECEMBER, 1985 Commissioners' Court of Fort Bend County, Texas met to Regular Session with the following present:

Jodie Stavinoha	County Judge
Johnnie Pustka	Commissioner Precinct 1
Ben Denham	Commissioner Precinct 2
The an 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 Fressley, 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

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#### 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
Building Maintenance	Justice of Peace Preci
Extension Service	Fairground
Misc. Administrative	240TH District Court
Road & Bridge, Pct.#1	Justice of Peace, Plac
Tax Assessor/Collector	Data Processing
Child Support	Vehicle Maintenance

dae Precinct #2 f Peace Place 2 f Peace Precinct #1 A trict Court f Peace, Place l essing aintenance

#### 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 nonfee officers monthly reports. (Recorded in minutes in full)

0030

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

Q On this the <u>23</u> day of <u>cembe</u>, 1985, at a <u>secta</u> Session of the Commissioner's Court, the following members being present: On this the  $23^{\circ}$ 

Jodie Stavinoha	-	County Judge		
Johnnie Pustka	-	Commissioner		
Ben Denham		Commissioner	Precinct #2	
Alton Pressley	-	Commissioner	Precinct #3	
Bob Lutte	-	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 emendment(s) to said budget are hereby authorized: .

	Sheriff	0027	DEPT.	FROM		то	INCREASE (DECREASE)
1010 Property	& Equipment			19,500.0	0 14,	00.00	(5,000.00)
2000 Utilitie	5			210,000.0	00 204	,900.00	(5,100.00)
2030 Grocerie	S			155,000.0	<u>00 165</u>	,100.00	10,100.00 +
				J <u></u>			
	DATE: December	16, 198	5	/			
	DEPARTMENT HEAD	: Dec	s.Xe	Drez			
	THE COUNTY OF FO	ORT BEND	)	0			
	BY: AOFIC STRVI	Toha, Co	VUI unty Jud	the ge	Ben Denha	m, Com	issioner Pct. #2
	Johnnie Pust	tka, Com	missione	r Pct. #1	Alton Pre	asley.	Commissioner Pct./3

Bob Lutts, Commissioner Pct. #4

On this the <u>23</u> day of <u>ecomper</u>, 1985, at <u>speciel</u> Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha-County JudgeJohnnie Pustka-Commissioner Precinct #1Ben Denham-Commissioner Precinct #2Alton Pressley-Commissioner Precinct #3Bob Lutts-Commissioner Precinct #4Dianne 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.

AYES:

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 & Equipt.	5347.48	5435.35	87.87
Tires and lubes	563,16	363.15	(200.01)
Gas and Oil	6000,00	5199.99	200.01
DATE: 12-19-85			,
DEPARTMENT HEAD:	<u>)</u>		
THE COUNTY OF FORT BEND	<b>n</b>		
BY: A Mirinatu	) 	· · ·	
Jodie Stavinoha, County Jud	lge Ben	Denham, Commi	ssioner Pct. #2
Johnnie Pustka, Commissione	r Pct. #1 Alt	on Pressley, C	ommissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

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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: \_\_\_\_\_

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

Purchasing	ØØ53 DEPT.	FROM	T0	INCREASE (DECREASE)
Social Secur	rity 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		1	
DEPARTMENT HEAD	Am Y	binn		
THE COUNTY OF FO	AT BEND	0		
BY: Joele Stavin	Marthon noha, County Ju	lige Ben	Denham, Commis	sioner Pct. #2
Johnnie Pust	ka, Commission	er Pct. #1 Alt	on Pressley, Co	mmissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

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.

AYES: \_\_\_\_\_

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

COUNTY JUDGE	DEPT.	FROM	<u> </u>	INCREASE (DECREASE)
CONFERENCES 0701		346.49	316.49	(30.00)
SOCIAL SECURITY 03	00	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 odie Ste ino County Judge

Ben Denham, Commissioner Pct. #2

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

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

On this the <u>23'</u> day of <u>becember</u>, 1985, at a <u>Secla</u> 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.

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	L,293.23 Decrease)
0300 Soc. Sec.	3,568.48	3,603.48	35.00 Increase
0400 Retirement	3,543,96	<u>3,558.9</u> 6	15.00 Increase
0500 Groc.?Medicine	42,500.00	43,063.23	563.23 Increase
0500 Insurance		<u>    5,831.8</u> 3 _	680.00 Increase

DATE: 12-20-85 DEPARTMENT HEAD

THE COUNTY OF FORT BEND

EY: Judge County

Ben Denham, Commissioner Pct. #2

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

On this the <u>23rd</u> day of <u>December</u>, 1985, at a <u>Special</u> 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.

AYES:

NAYES:

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

Constable Pet. 2 DEPr.	FROM	TO	INCREASE (DECREASE)
1050-0024-0500 Insurance	\$6.870.00	\$8,496.57	+ 1,626.57
1050-0024-0200 Salaries	\$93.040.00	<u>\$91.239.40</u>	- 1,800,60
1050-0024-1010 Prop. & Equip.	\$13,200.00	\$13.338.57	+ 138.57
1050-0024-1062 Office Supplies	\$2,150,00	\$2,152.21	+ 2.21
1050-0024-4010 Fees & Services	\$ 250.00	\$ 283.25	+ 33.25

DATE: December 16. 1985 DEPARTMENT HEAD: Constable, Precinct #2

THE COUNTY OF FORT BEND

BY: Stavinoha

Ben Denham, Commissioner Pct. #2

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

On this the <u>23rd</u> day of <u>December</u>, 1985, at a <u>pectul</u> Session of the Commissioner's Court, the following members being present: 221ª

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:

28 District Court DEPT. FROM Property and Equipment Office Supplies

INCREASE (DECREASE)

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DATE: DEPARTMENT HEAD:

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha County Judgé

Ben Denham, Commissioner Pct. #2

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

On this the  $23^{-1}$  day of <u>bcomber</u>, 1985, at a <u>becig</u> Session of the Commissioner's Court, the following members being present:

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

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:

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

<u>J.P.2. Cl. 2</u> DEPT 2	FROM	TO	INCREASE (DECREASE)
Unlities	5,877,26	5814.45	(32.95)
Insurance	6353.00	6855.22	2,78
Conferences/Seminars	500,00	530,17	.30.17
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DATE: 12-17-85	0 7 .		
DEPARTMENT HEAD: Many 7	uchulson	ノ	
THE COUNTY OF FORT BEND	^		
BY: A. Altana	$\mathcal{D}$		
Jodie Stavinoha, County Jud	ge Ben	Denham, Commis	sioner Pct. #2

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

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

On this the <u>23</u><sup>10</sup> day of <u>December</u>, 1985, at a <u>Secial</u> 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

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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.

AYES:		
NAYES:	•	

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

Building Maint. DEPT#8 Insurance Temporary or Extra Help	FROM <u>13,603,38</u> 27,988,00	<u> </u>	$\frac{\text{INCREASE}}{(\text{DECREASE})}$ $\frac{52/8,00}{(52/8,00)}$
	·	·	
DATE: 12/20/85 DEPARTMENT HEAD: Hama	Bas		
THE COUNTY OF FORT BEND BY: Jedie Stavinoha, County Judg	Run Ben	Denham, Commi	ssioner Pct. #2
Johnnie Pustka, Commissioner			

Bob Lutts, Commissioner Pct. #4

On this the <u>131</u> day of <u>ecember</u>, 1985, at a <u>Special</u> 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: \_\_\_\_\_

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
	an a		an de après de la Californi d'a comme d'après allais d'accessor alla differe
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		<b>1) - 10 - 10 - 10 - 10 - 10 - 10 - 10 - </b>	
		-	
DATE: 12-17-85	1		
DEPARTMENT HEAD:	hast		
THE COUNTY OF FORT BENE	1		
BY: C. Styrenoth			
Jodle Stavinoha, County Jud	ge Ben	Denham, Commi	ssioner Pct. #2
Johnnie Pustka, Commissione	r Pct. #1 Alto	on Pressley, C	ommissioner Pct.#3
<b>`</b>			

Bob Lutts, Commissioner Pct. #4

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

On this the <u>23</u><sup>d</sup> day of <u>December</u>, 1985, at a <u>Seciel</u> Session of the Commissioner's Court, the following members being present:

	County Judge		
-	Commissioner Precinct	11	
-			•
-			
-			
	County Clerk		
		<ul> <li>Commissioner Precinct</li> <li>Commissioner Precinct</li> <li>Commissioner Precinct</li> <li>Commissioner Precinct</li> </ul>	<ul> <li>Commissioner Precinct #1</li> <li>Commissioner Precinct #2</li> <li>Commissioner Precinct #3</li> <li>Commissioner Precinct #4</li> </ul>

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 unforescen 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: .

	E	tens	ion S	ervice	DEPT.	FROM	<u>TO</u>	INCREASE (DECREASE)
10	50	0032	0300	Social	Security	4204.00	4299.00	95.00
10	<b>50</b>	0032	0400	Retire	ment	3718.00	3813.00	95.00
10	50	0032	0500	Insura	nce (Group)	16279.00	16089.00	(190.00)
								••••••••••••••••••••••••••••••••••••••
	DAT	E:	2/20,	/85		$\sim$		
•	DEP	ARTME	NT HE	AD: 1	ohnnie Co	- G-		
	THE	COUN	TY OF	FORT B				
	BY:	Jødi	<u>)</u> .	T	fing	tun		
		V	E JLA	vinona,	County Jud	lge	Ben Denham, Comm	issioner Pct. #2
		John	nie P	ustka,	Commissione	r Pct. #1	Alton Pressley,	Commissioner Pct.#3
			Ϊ.					

Bob Lutts, Commissioner Pct. #4

231° day of December 1985, at a On this the recie Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha Johnnie Pustka Alton Pressley Bob Lutts Dianne Wilson

County Judge --Commissioner Precinct #1 -Commissioner Precinct #2 -Commissioner Precinct #3 \_ Commissioner Precinct #4 -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: .

Fairground	DEPT #39 FROM	TO	INCREASE (DECREASE)
2010 Expenses 0500 Insurance	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
	<b>Alle Samon (1997), alle Samon (1997), alle Samon (1997)</b>		
		-	
DATE: 12-23-85 DEPARTMENT HEAD:	Furence Ellins		
THE COUNTY OF FORT BEND	· · ^		
BY: Jodie Stavinoha, Co	punty Judge Ben	Denham, Commis	ssioner Pct. #2
Johnnie Pustka, Com	missioner Pct. #1 Alto	n Pressley, Co	ommissioner Pct.#3
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Bob Lutts, Commissioner Pct. #4

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

On this the <u>23<sup>nd</sup></u> day of <u>eccaper</u>, 1985, at a <u>Secie</u> Session of the Commissioner's Court, the following members being present:

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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.

AYES:	
NAYES:	•

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

Misc. Administrative DEPT. Repairs To Equipment Ees & Service & Materials & Supplies	FROM 20,000.00 350,000.00 	<u> </u>	INCREASE (DECREASE) /292.07 (7623.78) 5,831.71
DATE: 12/23/25 DEPARTMENT HEAD: THE COUNTY OF FORT BEND BY: Johnnie Pustka, Commissione			ssioner Pct. #2

Bob Lutts, Commissioner Pct. #4

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On this the <u>23</u> day of <u>December</u>, 1985, at a <u>See ciel</u> Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge		
Johnnie Pustka	<b>eb</b>	Commissioner	Precinct	#1
Ben Denham		Commissioner		
Alton Pressley		Commissioner	Precinct	13
Bob Lutts	-	Commissioner	Precinct	#4
Dianne Wilson	-	County Clerk		

The following proceedings were had, to-writ:

THAT WHEREAS, therecofore, 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 1965, adopted November 13, 1984.

NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner seconded by Commissioner and duly carried by the following vote:

AYES: \_\_\_\_\_\_

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	(390.0))
Insurance 10 50 0010 0500	'	3,101.00	3,237.60	136.60
Office Supplies		4500.00	4.75341	253.41
	·		·	
		1 <u></u>	ан <u>а к</u> алана ал	
DATE: December 16, DEPARTMENT HEAD: THE COUNTY OF FORT BEND BY: Jourge Stavinoha, Co	The	kerso Jee Ben	Denham, Commiss	sioner Pct. #2
Johnnie Pustka, Com	missione	er Pct. #1 Alto	on Pressley, Con	missioner Pct.#3
				~.
	Bob Lutt	s, Commissioner	r Pct. #4	
				I J
ten kon og som forska en synderer	ny fi falks as a trig	NJ=3&	e f <b>i Kalèng ad</b> en di sesenga k <b>a</b> dan nasaran sesilaran kalendar	den er i san annan ski k ga spað skypt av þir faði "

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

On this the 23 day of <u>December</u>, 1985, at a <u>regular</u> Session of the Commissioner's Court, the following members being present: Jodie Stavinoha - County Judge

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

ECINCT #1 ROAD & BRIDGE	Dept.	FROM	<u>T0</u>	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: DEPARTMENT HE THE COUNTY OF BEND BY: Jodł tavinoha Judge County

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

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On this the <u>23.9</u> day of <u>December</u>, 1985, at a <u>Special</u> Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge		
Johnnie Pustka	-	Commissioner	Precinct	#1
Ben Denham	-	Commissioner		
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.

AYES:	
NAYES:	-

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

TarAssessor Collector DEPT.	FROM	TO	INCREASE (DECREASE)
caci Temporary	36,480.00	<u>33,620,00</u>	$\langle a 8 6 0 co \rangle$
0300 Social Security	<u>514,366.65</u> <u>37,004.00</u>	,	920.00
0400 Retirement 0700 Travel Allowance	35588 m	,	101.00
DATE: 12-20-85			
DEPAR MENT HEAD: That win	Pichina		
THE COUNTY OF FORT BEND	Wittenelve a		
BY: Jodie Stavinoha, County Jud	ge Ben	Denham, Commi	ssioner Pct. #2
Johnnie Pustka, Commissione	r Pct. #1 Alto	n Pressley, C	ommissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

On this the <u>23</u> day of <u>ecenber</u>, 1985, at a <u>Secial</u> 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	
Eob 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.

AYES:	
NAYES:	

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

J.P.2 Place / DEPT.	FROM	T0	INCREASE (DECREASE)
Office Supplies Retirement	<u>4418.00</u>	4396.00	\$22.00
Retirement	3072.00	3094.00	22.00
		·	-
DATE: December 1985	ca 1 -		
DEPARTMENT HEAD:	2 Molens	$\sim$	
THE COUNTY OF FORT BEND			· .
BY: A ATT		, <b>1</b>	· · · ·
Jedde Stavinoha, County Jud	ige Ben	Denham, Commis	sioner Pct, #2
Johnnie Pustka, Commissione	er Pct. #1 Alto	on Pressley, Co	mmissioner Pct.#3

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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 Johnnie Pustka		County Judge 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:	-

2300 2280

1010

the following amendment(s) to said budget are hereby authorized:  $\mathbf{\Delta}$ 

Data Jocessing Social Security Longevity	DEPT. 0 <b>305</b> 6 <b>8</b> 50	1375.00	10 27393.00 11400.00	INCREASE (DECREASE) (63.00) (.00)
Fees & Services	4010	- 144,947.	0 <u>145,005,00</u>	58.00
DATE: 12/23/85				
DEPARTMENT HEAD:	harles	W. Miles		
THE COUNTY OF FORT BEN BY:	2.	Ry		
Jodie Stavinoba, C	ounty Jud	ge Ben	Denham, Commis	sioner Pct. #2

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

On this the <u>23</u><sup>Cd</sup> day of <u>ecember</u>, 1985, at a <u>Special</u> Session of the Commissioner's Court, the following members being present:

> Jodie Stavinoha County Judge -Johnnie Pustka -Commissioner Precinct #1 Commissioner Precinct #2 Ben Denham -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.

AYES: \_\_\_\_\_

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

Child Support DEFT. Temporary or Extra Help Social Security Office Supplies	FROM 2800,00 2679.00 9500,00	<u> </u>	$\frac{\text{INCREASE}}{(\text{DECREASE})}$ $\frac{285.00}{21.00}$ $(306.00)$
DATE: 23 December 1985 DEPARTMENT HEAD: Elizatothy.			
THE COUNTY OF FORT BEND BY: Jodie Stavinoha, County Jud	2	Denham, Commi	ssioner Pct. #2

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

On this the <u>23</u> day of <u>December</u>, 1985, at a <u>Special</u> 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.

AYES: \_\_\_\_\_

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

Veh maint	DEPT.	FROM	то	INCREASE (DECREASE)
1050-0028-0500		3,379.84	1,879.84	(1,500.00)
1050-9028-1010		13,000.00	14,400.00	1,400.00
1050-0028-3020		3,500.00	3,600.30	100.00
		•••••		
DATE: 12-19-85 DEPARTMENT HEAD:	$\overline{\mathcal{D}}$	host		
THE COUNTY OF FORT BENT				
BY: Jodie Stavinoha, Co	Junty Jud	ge B	en Denham, Commi	ssioner Pct. #2
Johnnie Pustka, Cor	missione	r Pct. #1 A	lton Pressley, C	ommissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

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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 [	DepartureFeb_18,1986
Date of F	Return <u>Febuary 20,1986</u>
Purpose of Trip: Attend St	tate Emergency Management Conference
in Austin, Texas. Estimated	l Expense \$230.00
Places to be Visited: <u>Austa</u>	in, Texas (Austin Hilton Inn)
Mode of Transportation (State whether by personal auto, airline, etc.)	Personal vehicle
	Figelin Speed
12/18/85	Emergency Management Coordinator
Date	Title
* * * * * * * * * * * *	* * * * * * * * * * * * * * * *
Approved: Commissioners' Court	0
County Judge	h 12-23-85
	Date

WHITE COPY---Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

4

## COUNTY OF FORT BEND

# **Travel Authorization**

# TO: COMMISSIONERS' COURT

I hereby reques	authority to make an official trip outside Fort Bend Co	unty
accompanied by the	tollowing persons:	
-		
		<u> </u>
Period:	Date of Departure Feb 18, 1986	,
	Date of Return _ <u>fub 20, 1986</u>	<u> </u>
Purpose of Trip:	Emingency Maragement Confer	mel
Places to be Vis	ited:, T-x.	
Mode of Transpo (State whether b auto, airline, etc.	y personal	
Accembra 2 Date	-3,1985 County Coming Title	
	* * * * * * * * * * * * * * * * * * *	: 🛨
Approved: Commission	-hus 12-23-85	

WHITE COPY---Commissioners Court Copy

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CANARY COPY-Treasurer's Copy · Per Diem PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy



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 tre-makini Jeyce Tompkins County Auditor

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# NON-FEE OFFICER'S REPORT COMMISSIONERS' COURT

### NOVEMBER 1985

756.00
557.00
10,255.30
2145.00
80,523.91
2357.91
112.00
4199.50
17,401.00
1557.35
150.00
1000.00

TOTAL FOR THE MONTH

121,014.97



**JOYCE TOMPKINS** 

COUNTY AUDITOR

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 indentified 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

Cours very truly, Bure Tompkins ton **County Auditor** 

### FEE OFFICERS REPORT

### COMMISSIONERS COURT

NOVEMBER 1985

	***************			
OFFICER	FEES OF OFFICE TO	ROAD ६	MISC. FEES	TOTAL AMOUNT
OFFICER	GENERAL FUND*	BRIDGE**	REFUNDS***	COLLECTED
	<u> </u>			
County Judge	932.50			932.50
County Clerk		· •		
<b>Civil</b> 3242.25		•		
Criminal 3977.00	59,182.00	18,317.00	11,268.50	88,767.50
District Clerk				
<b>Civil</b> <u>15,143.61</u>		·		
Criminal617.50	24,600.61	2080.00	31,842.42	58,523.03
Tax Collector	175,315.89		1 87	175,315.89
District Atty.	1615.18			<b>161</b> 5.18
Sheriff Civil_5812.00				
Criminal 2575.00	8387.00		40,840.00	49,227.00
J.P.#1 Civil 212.00				
Criminal			4115.15	21,069.50
		, ,		
J.P.#2-1 Civi15613.00			· · ·	
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				
<b>Civil</b> 91.00	-	ł		
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
TOTAL	333,454.78	20,397.00		452,111.08
			************	

County Revenues deposited into the General Fund.

2

County Reveneus 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 1 the officers monthly report and also will be reported on the annual report. \*\*\*\* Misc. Fees for the Dist. Attorny are revenues deposited into the D.A. Bad Check Fund.

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## 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 84Nov 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	3]0.50
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	10,450.00
		175 715 90

175,315.39

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

0030

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)

69635

### 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

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and all of such persons were present, except the following absentees: how

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 INDUS-TRIAL DEVELOPMENT REVENUE BONDS (STEPHEN E. BRICE PROJECT), SERIES 1985; APPROVING THE RESOLUTION OF THE CORPORATION AUTHORIZING THE BONDS, THE ISSU-ANCE OF THE BONDS AUTHORIZED THEREBY AND THE PLAN OF FINANCING APPROVED THEREBY AND THE BOND DOCU-MENTS; 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.

0030

#### 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 INDUS-TRIAL 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 FI-NANCING 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 of part of the costs of a "project", as said term is defined in the Act, and to loan the proceeds thereof to finance all of 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

0030

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: <u>5</u> NOES: <u>0</u>

ABSTENTIONS:

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

AYES: 5

NOES: O

ABSTENTIONS: O

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.

-2-

EXECUTED this 23 day of December, 1985.

ALCE Z Judge ty Clerk

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# 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.

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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:

<u>Section 1</u>. 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 contribution 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.

<u>Section 3</u>. 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.

<u>Section 4</u>. This Resolution shall take effect immediately from and after its adoption.

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

-3-

Judge Clerk

165BCSP

**PUBLISHER'S AFFIDAVIT** 

THE STATE OF TEXAS County of Fort Bend,

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

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(SEAL)

(CLIPPING)

SOTICE 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) يو مو ۱۹۹۹ -

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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 Nu. Barbara Fickthall, 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. Marbara Pickthall either in writing or by telephone in advance of the hearing. Any interested persons unable to attend the hearing may sub-mit 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 hear-ing 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 Sec-tion 103(k) of the Internal Revenue Code of 1954, as anonded, regarding the public approval prerequisite to the exemption from federal income taxation of interest on the Bonds.

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which is hereto annexed, was published in said newspaper in one \_ issue(s) thereof on the following date(s): December 9,

A.D. 1985.

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# EXHIBIT B

12/17 cc: (



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

December 13, 1985

Comm. Pustha Comm. Denham Comm. Pressley00039 Comm. Lutts Stanley Kucherka Agenda/12/23/85 Dianne Wilson Kathy Hynson Joyce Tompkins ENGINEER DIRECTOR MARK G. GOODE

IN REPLY REFER TO FILE NO. ADE -R

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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,

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an ta ann anns a

*A* Omer F. Poorman District Engineer District No. 12

HL/edg





Richmond, Texas 77469



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

JUN S

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1984

Dear Mr. Poorman:

Attached is the executed Agreement to Contribute Funds (original and three copies) for the proposed acquisition of right-ofway 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.

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Yours very truly, die E stannoho

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Jodie E. Stavinoha, County Judge RIE'S OF STREET

LES:nl Attachments

### FORT BEND COUNTY

## ACCOUNT: PAYABLI: INVOICE TRANSMITTAT, FORM

12 DIGIT DISTRIBUTION CODE:	VENDOR NAME: Dryma	11a Construction Co. Inc.
0803-0049-6019	ADDRESS: P. O. Box	
VENDOR NUMBER:		
-	CITY: Columbus, T	exas 78934
PURCHASE ORDER NUMBER (S) :	STATE:	ZIP CODE:
	ADDRESS CHANGE?	DATE: 1 2 / 1 8 / 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 3,0 3 6.27
TOTAL	\$ 1 3,0 3 6 2 7

where the state

ORDERED BY:

DEPARTMENT HEAD OR AUTHORIZED SIGNATURE APPROVED BY:

COUNTY AUDITOR/ASSISTANT AUDITOR ALLOWED IN:

TERM OF COURT

AUDITOR"S FORM #1016 (REV. 9/84)

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AS PER ORIGINAL



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# RECEIVED DEC C S 1985

# DRYMALLA CONSTRUCTION CO. INC. GENERAL CONTRACTOR

PO. 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.

Ronnie Aschenbeck 'N

Project Manager

RA:pas

Encl.

\*Please allow for the following rainy days:

November	11,	<b>19</b> 85	-	1 Day
November			-	1 Day

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

;

;

By: Date: Date: 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	the quality of the Work is in accordance with the Contract Documents, and of the AMOUNT CERTIFIED.
AMOUNT CERTIFIED	ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the the comprising the above application, the Architect certifies to the Owner that to the
State of: Texas County of: Colorado ,1985 Subscribed and sudarn to before me this 3 day of Dec. ,1985 Notary Public: William (IM Coloneye) My Commission expires: 12-30-85	BY: WILL WILLA CONSTRUCTION COMPANY LINC WAND
<ol> <li>I. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)</li></ol>	completed in accordance with the Contract Documents, that all ampunts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that cuttern payment were herein is now due.
Total in Column I of C703) \$ . TOTAL EARNED LESS RETAINAGE	Net change by Change Orders \$ -2,778,00 - 2,432 00 The undersigned Contractor certifies that to the best of the Contractor's knowledge.
<ul> <li>S. KETAINAGE:</li> <li>a. 12<u>b</u> % of Completed Work <u>5,824,28</u> /// 6/ 3.96 (Column D + E on G703)</li> <li>b. <u>8</u> % of Stored Material <u>5</u> (Column F on G703)</li> <li>Total Retainage (Line 5a + 5b or //, 6/ 3.96</li> </ul>	Number Date Approved
	d this
ORIGINAL CONTRACT SUM	CHANGE ORDER SUMMARY
Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document C703, is attached.	CONTRACTOR'S APPLICATION FOR PAYMENT
CONTRACT DATE:	CONTRACT FOR:
ARCHITECT'S	FROM (CONTRACTOR): Drymalla Construction Co.,MIAC(ARCHITECT): P.O. Box 698 Columbus, Texas 78934
PERIOD TO: 11-30-85 ARCHITECT	Sugarland, Texas 77478
Facility APPLICATION NO: 002 Di	10 (OWNER): Fort Bend County Precinct #3 PROJECT: Maintenance

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THE STATE OF TEXAS §

COUNTY OF FORT BEND

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

S

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:

- 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 drāināgē 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.

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- 8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 198<u>6</u>, 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 10th day of DECEMBER, 1986. City of Meadows, Texas oyan ି () ି Mayor ATTEST: Ale MOI tarv SIGNED this 33 day of \_ ecemter 198 5 County of Fort Bend

Junty Judge

ATTEST:

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Cherry Bart Start Strate Barton Starter Starter Starter Starter

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THE STATE OF TEXAS S COUNTY OF FORT BEND S

### 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.

The County is to be paid a fee by Meadows for the (3) 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

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  $\cdot$ 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,  $19\frac{34}{2}$ , 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 <u>33</u> day of <u>Accember</u>, 19<u>85</u>.

COUNTY OF FORT BEND, TEXAS

By: <u>Jodie E. Stavinoha</u> County Judge

ATTEST County Clerk

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EXECUTED this the 10th day of December, 1986.

CITY OF MEADOWS, TEXAS

By: <u>fue</u> Trayan Mayor

ATTEST: Ser me)

AS PER ORIGINAL

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# ORDINANCE NO. <u>84-049</u>

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 <u>12</u> day of <u>June</u>, 1984.

- Iracian Mayor, City of Meanows, Texas

ATTEST:

Secretary Surf

#### Chapter 6

# ANIMAL CONTROL REGULATIONS

# Sec. 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 agenty 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.

SAT shall be intended to mean both male and female. <u>Inoculated</u> 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 reg-istered annually. A dog license shall be issued by the City upon payment of a license tax of one dollar (\$1.00) per 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 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 door 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 whose owners are nonresidents temporarily within the City, nor to dogs brought into the City for the purpose of participating in any dog show, nor to "seeing-eye" dogs properly trained to assist blind persons when such dogs are actually being

# ANIMAL CONTROL REGULATIONS

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 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 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 to another, and no refunds shall be made on any dog license fee because of death of the dog, 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 in the City to have such dog inoculated at least once a year against rabies by a licensed veterinarian qualified to practice in the State. Each dog 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 "sence of a certificate showing that the dog sought to be li--nsed has been inoculated, as required by this Section.

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§ 6-2

CENERAL 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

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

\* 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 of 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.

### LOUSE 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 <u>must</u> come from owner or his/her authorized agont. 10455 GENERAL POLICY & PROCEDURE FOR CONTRACT SERVICE CONT.

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

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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 <u>must</u> 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 th owners and taken to a veterinarian on the first and tenth day of observation, only if the owner has a secure fence of kennel in which to confine the animal.

Unvaccinated animals or vaccinated animals that cannot be safely kept on home quarantine will be placed, at <u>owners</u> <u>expense</u> 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 <u>must not</u> 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 <u>must</u> be done in such a way as to avoid damage to the head. Animals shot of clubbed in the head cannot be efficievely tested for rabies. All other domestic pets and people should be kept completely away form rabies suspect animals.

Certain wildlife, bats, skunks, and foxes are primary carriers of rables in this area and if seen acting strangely or during daylight hours, they should be placed in a plastic bag, using a a shovel, how, or heavy plastic gloves, and placed on ice until the arrival of Animal (ontion Fernomet. GENERAL POLICY & PROCEDURE FOR CONTRACT SERVICE CONT.

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Some symptoms of rabies are, a sudden change in normal "As related or tempermant, 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 possesion.

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.
- Animal Control does not have the equipment or manpower to nandle livestock, birds, bees, wildlife, or exotic pets, except in <u>extreme</u> 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 unimal will be unable to control its ability to swallow.

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 Ft. Bend County Animal Control Officers do not make calls in munucupalities 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.
 The Animal Control Department has no jurisdiction in barking dog cases. The complainant should contact the

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 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.

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## COUNTY OF FORT BEND

## INTERLOCAL AGREEMENT FOR THE ENFORCEMENT OF HEALTH REGULATIONS

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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 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.

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

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SIGNED this 10th day of DECEMBER, 19 85.

CITY OF MEADOWS, TEXAS By: Sue Irayan Mayor ATTESTT Secretary SIGNED this 33 day of Hecember 1985. FORT BEND COUNTY, TEXAS : Jødie E. Stavinoha, County Judge By: ATTEST/: Dianne Wilson,

# ORDINANCE NO. <u>84-046</u>

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.

Aue Iroyan Mayor, City of Meadows, Texas

ATTEST:

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### Chapter 14

## FOOD AND FOOD HANDLERS

### ARTICLE 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.

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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.

FOOD AND FOOD HANDLERS

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(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.

FOOD AND FOOD HANDLERS

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

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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. <u>Reserved</u>.

## 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.

### FOOD AND FOOD HANDLERS

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### 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 in-. tervals 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

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## FOOD AND FOOD HANDLERS

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 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 imme-diate destruction shall be ordered and accomplished. The hold order shall state that a request for bearing 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

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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.

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(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 ployed, or is employed, attesting the fact that the bearer had stare of ter 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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### FOOD AND FOOD HANDLERS

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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 <del>legally licensed</del> physician LEGALLY residing in the county where said person is employed, and secure THE STATE of in evidence thereof a certificate signed by such physician stating TEXAS. 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.

(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.

A placard containing subsection (a) of this Section (f) 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;
- Restriction of the employee's services to some area of the establishment where there would be no danger of (c)transmitting disease;
- (d) Adequate medical and laboratory examination of the employee, of other employees and of his and their body discharges.

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# 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 QF 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 <u>27</u> day of <u>March</u>, 1984.

Mayor, City of Meadows, Texas

ATTEST:

Secretary

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#### Chapter 20

#### MISCELLANEOUS OFFENSES

#### ARTICLE I. IN GENERAL .

## Sec. 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 matérial 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.

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(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

#### MISCELLANEOUS OFFENSES

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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) <u>Definitions</u>. 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.

<u>Set off.</u> 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) <u>Prohibitions</u>. It shall be unlawful to manufacture, store, sell, possess or set off fireworks within the City, except as hereinafter provided.

#### (c) Exceptions.

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(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.

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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 fire-works:

- 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 immediatelyto 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;
- 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) <u>Parental responsibility for fireworks violations</u>. 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,

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#### MISCELLANEOUS OFFENSES

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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.

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(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.

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#### MISCELLANEOUS OFFENSES

**§** 20-13

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(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,

#### § 20-13

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.

BLE Any interior residential street in the City,

Sec. 20-16. Maximum weight limits for véhicles 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

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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. OFFENSI E CONDITIONS ON PRI ATE 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 tion 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.

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### MISCELLANEOUS OFFENSES

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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 havethe 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.

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## 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.

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Secretary

APPROVED AS TO FORM:

<u>Alm A. Aluz</u> City Attorney

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THE STATE OF TEXAS \$
COUNTY OF FORT BEND \$

#### 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.

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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.

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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.

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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 <u>Ind</u> day of <u>December</u> 198<u>5</u> in duplicate originals by Order of City Council of

City of Missouri City, Texas

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SIGNED this 33 day of tecember 198 5 in

duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

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County of Fort Bend

COUNTY JUDGE

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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

NO.

On this the <u>33</u> day of <u>Selection</u>, 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 <u>Pressley</u>, Seconded by Commissioner <u>4utts</u>, 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

Throwohn County Judge

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ATTEST Wilson Dianne Wilson

County Clerk

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.

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ATTEST:

Secretary

APPROVED AS TO FORM:

<u>Hm. l. Cisn J.</u> City Attorney

CITY COUNCIL MEETING NOV 1 8 1985 ACENDA

## THE SATE OF TEXAS

COUNTY OF FORT BEND

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

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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,

WEEREAS, 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.
- It is expressly understood and agreed that this Agreement automatically terminates on the 31st 8. day of December, 1986, and must be renewed annually thereafter.
- It is expressly understood and agreed by the parties hereto that this Agreement will have 9. no force or effect until duly executed by all parties as provided herein below.

\_\_\_\_\_, 19<u>\_85</u>\_. SIGNED this <u>18th</u> day of <u>November</u>

City of Missouri City, Texas

ATTEST:

<u>Alice Church</u> City Secretary

SIGNED this 22 day of Hecember, 19 85.

County of Fort Bend

E. Stavinga

ATTEST:

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County

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## 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 LMPROVEMENT 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.

the Amp

ATTEST:

Secretary

APPROVED AS TO FORM:

Mm. A. Keyn Que City

#### CITY COUNCIL MEETING

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NOV 1 8 1985



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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:

- 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.

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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, 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:

u Chuck Secretary

tecember , 19 85. SIGNED this \_\_\_\_\_\_ day of

County of Fort Bend

E stavino ha County Judge

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ATTEST:

ne Thelsa County Clerk

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#### 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.

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This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this <u>3rd</u> day of <u>Decmeber</u>, 19<u>85</u>. PASSED, APPROVED AND ADOPTED this the <u>17th</u> day of <u>December</u> 1985.

CITY OF ROSENBERG, TEXAS

**APPROVED:** City Attorney

ATTEST

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

NO.

On this the <u>23</u> day of <u>Accember</u>, 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 *County* Judge

ATTEST M. Isan Dianne Wilson

County Clerk

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## 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

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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.

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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.

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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.

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#### 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 \_198<sup>5</sup> in duplicate originals by Order of City Council of

City of Rosenberg, Texas

By

Green SECRETARY

SIGNED this 33 day of Hecember 198 5 in

duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

TY JUDGE

ATTEST Filsen COUN'

**003**0<sub>11</sub>.

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 countyowned 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 AWARDING BIDS ON (1) LIBRARY FURNISHINGS FOR GEORGE MEMORIAL LIBRARY (2) CULVERTS AND (3) CLEANING SUPFLIES & 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.

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#### RIGHT-OF-WAY

THE STATE OF TEXAS X COUNTY OF FORT BEND ĭ

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, ... 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 day of (A.D.,

THE STATE OF TEXAS X X

COUNTY OF FORT BEND

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

otary and for State Public Texas

My commission expires: BARBARA JEAN Notary Public, Texas My Commission Expires,

HGK:js

EXHIBIT "A" - Page 1

CHARLIE KALKOMEY SURVEYING, INC.

1702 WALGER STREET ROSENBERG, TEXAS 77471

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CHARLIE KALKOMEY REGISTERED PUBLIC SURVEYOR

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

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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;

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106 C 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 Tan-0030 gency of said curve;

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 Kalbom Charlie Kalkomey, RPS No. 1399

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March 23, 1979

#### EXHIBIT "B"

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

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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 Kalboney

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Charlie Kalkomey, RPS No. 1399 March 23, 1979

AS PER ORIGINAL

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#### EXHIBIT "C"

## **1823** 0495

#### CHARLIE KALKOMEY SURVEYING, INC. 1815 MONS AVENUE

ROSENBERG, TEXAS 77471

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

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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.

Andie Kalbong

Charlie Kalkomey, RPS No. 1399 June 25, 1981

AS PER ORIGINAL

EXHIBIT "D" - Page 1

1823 0496

CHARLIE KALKOMEY SURVEYING, INC. 1815 MONS AVENUE ROSENBERG, TEXAS 77471

CHARLIE KALKOMEY REGISTERED PUBLIC SURVEYOR

OFFICE: PHONE 342-2033 HOME: PHONE 232-220B

101.

0030

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

EXHIBIT "D" - Page 2

1823 0497

ID G

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;

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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 centerling 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

Seanne Filcon COUNTY CLERK

STATE OF TEXAS

STATE OF TEXAS COUNTY OF FORT BEND I, hardby certify that this instrument was filed on the date and time stamped hereon by me and was (ui) recorded in the volume and page of the named records of Fort Bend County. Texas as stamped hereon by me an

JAN 1 5 1986

County Clerk, Fort Band Co., Tex.

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Return to Elifs RETURN TO ELIDA

01/14/86 360-1559

(3) 107

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ITEMS FOR COURT AGENDA MONDAY, DECEMBER 23, 1985

#### INVOICE

**TO:** 

FROM:

DATE:

RE:

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

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

December 16, 1985

FORT BEND COUNTY LAW ENFORCEMENT ACADEMY

1. Contractor's Pay Request #2: \$46,865.40

CHRIS DI STEFANO, AIA

2. Architect's Supervision: (46,865.40 x 8.5% x 20%)

DUE ARCHITECT:

### <u> \$796.71</u>

cc: Kathy Hynson

D. OLWARD:     Set:     Bandbarder/Corrention     Reprint State     Reprint State       P. O. Same     P. O. Same     P. O. Same     Reprint State     Re	end Law Enforcement AcadamMAPPLICATION NO:       2       Distribution to:         nd, TX       RERIOD TO: 12/30/85       © ANCHITECT         Christopher DiStefano       ARCHITECT       © OWNER         S500 City West Blod. #2010RoJECT NO:       ECONTRACTOR       © CONTRACTOR         Z500 City West Blod. #2010RoJECT NO:       ECONTRACTOR       © CONTRACTOR         Application is made for Payment, as shown below, in connection with the Contract.       © CONTRACT SUM       © CONTRACTOR         Application Sheet, AIA Document G705, is attached.       170,550.00       0         Application Sheet, AIA Document G705, is attached.       170,550.00       0         Continuation Sheet, AIA Document G705, is attached.       170,550.00       0         Application is made for Payment, as shown below, in connection with the Contract.       0.00       0         Continuation Sheet, AIA Document G705, is attached.       170,550.00       0         Attamete Work To DMTE (Line 1+2)       5       170,550.00         Attamete Vork G703)       5       170,550.00       0         Column F on G703)       5       170,550.00       0         B. Goutum F on G703)       5       170,550.00       0         Dictal Retainage (Line 1+2)       5       170,550.00       0         B. Goutum F on G	APPLICATION AND CERTIFICATE FOR PAYMENT	<b>ID CERTIFICATE F</b>	FOR PAYMENT	AIA DOCUMENT G702 (Instructions on reverse side)	PAGE ONE OF
Christopher Distefano       ARCHITECTS       CONTRACTOR         2500 City West Blvd. #2010R0IECTNO:       BOUSCON, TX 77042       CONTRACT DATE: 28 October 1965         2500 City West Blvd. #2010R0IECTNO:       CONTRACT DATE: 28 October 1965       CONTRACT SUM         Application is made for Payment, as shown below, in connection with the Contract.       1905,000       Continuation Sinet, AM Document G703, is attached.         Application is made for Payment, as shown below, in connection with the Contract.       1. ORIGNAL CONTRACT SUM TO DATE (Line 1 ± 2).       5       170,550.00         Column G on G703)       3. CONTRACT SUM TO DATE (Line 1 ± 2).       5       102,169,75       0.00         Column G on G703)       5. REALMAGE       5       170,550.00       0.00         5. REALMAGE       5       3.962.49       5       0.00         6. Completed Work S       3.962.49       5       0.00         7. Column G on G703)       5       1.1466.00       5       0.00         7. Column G on G703)       5       1.1466.00       5       97,061.26         7. Column C on G703)       5       1.1466.00       5       97,061.26         7. Column C on G703)       5       1.1466.00       5       97,061.26         7. Column C on G703)       5       1.1466.00       5	Christopher Distefano Christopher Distefano Application is made for Payment, as shown below, in connection with the Contract. CONTRACT DATE: 28 October 1985 CONTRACT SUM TO PATE (Line 1 ± 2). 28 October 1985 Application is made for Payment, as shown below, in connection with the Contract. Contraction Sheet, AIA Document G703, is attached. 1 ORICINAL CON-RACT SUM TO DATE (Line 1 ± 2). 5 2 CONTRACT SUM TO DATE (Line 1 ± 2). 5 2 CONTRACT SUM TO DATE (Line 1 ± 2). 5 3 CONTRACT SUM TO DATE (Line 1 ± 2). 5 4 TOAL COMPLETE & STORED TO DATE. 5 5 RETAINAGE 5 RETAINAGE 5 Contract Sum To DATE (Line 1 ± 2). 5 5 RETAINAGE 6 Column C on G703) 5 RETAINAGE 6 Column C on G703) 5 RETAINAGE 7 Column F on G703) 7	TO (OWNER): Fort Bend C P.O. Box 36 Richmond, T	ounty Commissioners 8 X 77469	PROJECT:Fort Bend Richmond,	Law Enforcement AcadamyAPPLICATION NO: 2 TX . PERIOD TO: 12/30/85	< •
		FROM (CONTRACTOR): The 1 8234 Hous CONTRACT FOR: Complete (	Marton Company, INc. Braniff ton, TX 77061 Construction		ARCHITECT'S #2010PROJECT NO: CONTRACT DATE: 28 October	ITRACTOR
	F	CONTRACTOR'S /	APPLICATION FO		Application is made for Payment, as shown below, in connection with Continuation Sheet, AIA Document G703, is attached.	th the Contract.
	œ	CHANGE ORDER SUMMARY			¥	70,550.00
		Change Orders approved in previous months by Owner TOTAI		DEDUCTIONS		0.00 70,550.00 02,169.75
	œ	Approved this Month				
					Completed Work 5 - D + E on C703) 5 Stored Material 5 n F on G703)	
	 F	TOTAL	S		5	5,108.49
		Net change by Change Orders	•		6	97,061.26
		The undersigned Contractor cert information and belief the Work completed in accordance with th paid by the Contractor for Work issued and payments received f herein is now due.	ifies that to the best of the Con covered by this Application fo e Contract Documents, that all t for which previous Certificate rom the Owner, and that curr	itractor's knowledge. or Payment has been I amounts have been es for Payment were rent payment shown	(Line 4 less Line 5 Total) LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 5 CURRENT PAYMENT DUE 5 BALANCE TO FINISH, PLUS RETAINAGE 5	50,195.86 46,865.40 73,488.74
		CONTRACTOR			Line 6)	
				.,	OI: nurved	19 85 . 19 85
		M. TOM	: Date: Dec		8-21-89 Panele a	thay
	F	ARCHITECT'S CER In accordance with the Contract data commissing the above modice	TIFICATE FOR PA Documents, based on on-site o	<b>MMENT</b> observations and the	AMOUNT CERTIFIED	0 lied for.)
	• AIA • • ≈ 1983	best of the Architect's knowledge, indicated, the quality of the Work the Contractor is entitled to payr	information and belief the Wo is in accordance with the Contr ment of the AMOUNT CERTIF!	ne Owner that to the ork has progressed as ract Documents, and ED.	By: Christophie and the second	ble only to the tent are without

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AlA Document G702, APPLICATION AND CER Contractor's signed Certification is attached. In tabulations below, amounts are stated to th Use Column I on Contracts where variable ret ITEM DESCRIPTION OF WORK NO. DESCRIPTION OF WORK ROUGH CARPENTRY ROUGH CARPENTRY FINISH CARPENTRY ROUGH CARPENTRY ROUGH CARPENTRY FINISH CARPENTRY ROUGH CARPENTRY ROUGH CARPENTRY ROUGH CARPENTRY ROUGH CARPENTRY ROUGH CARPENTRY ROUGH CARPENTRY ROUGH CARPENTRY FINISH HARDWARE CONCRETE ALUMINUM WORK GLASS & GLAZING FINISH HARDWARE GYPSUM DRYWALL ROUGH CEILINGS CERAMIC TILE CARPET, VCT, BASE TOILET PARTITION CHALK & TACK BOARDS MOVABLE PARTITION	FICATE FOR PA	VAMENT CONTRINUES						
In tabulations below, amounts are stated to the nulse Column 1 on Contracts where variable retain.         A       B         ITEM       DESCRIPTION OF WORK       SCH         NO.       DESCRIPTION OF WORK       SCH         ROUGH CARPENTRY       1,1         ROUGH CARPENTRY       1,1         ROUGH CARPENTRY       5,5         MISC. METALS       1,1         ROUGH CARPENTRY       5,4         MOOD DOORS       6,5         ALUMINUM WORK       2,1         GLASS & GLAZING       5,5         GLASS & GLAZING       5,5         GLASS & GLASING       5,5         GLASS & CHANDEL       24,6         PAINTING, VWC, ETC       9,0         CARPET, VCT, BASE       7,5 <th></th> <th></th> <th>ling</th> <th></th> <th>APPLICATION NUMBER: APPLICATION DATE:</th> <th>JMBER: J DATE:</th> <th>2 12/16/85</th> <th></th>			ling		APPLICATION NUMBER: APPLICATION DATE:	JMBER: J DATE:	2 12/16/85	
A     B       ITEM     DESCRIPTION OF WORK       ITEM     DESCRIPTION OF WORK       CONCRETE     MISC. METALS       CONCRETE     MISC. METALS       ROUGH CARPENTRY     FINISH CARPENTRY       ROUGH CARPENTRY     FINISH       ROUGH CARPENTRY     S       ALUMINUM WORK     GLAZING       FINISH HARDWARE     C       GYPSUM DRYWALL     Z       PAINTING, VWC, ETC     PAINTING       CORPUTAL CEILLINGS     CERAMIC TILE       CARPET, VCT, BASE     CARPET, VCT, BASE       TOILET PARTITIONS     MOVABLE PARTITION       MOVABLE PARTITION     MOVABLE PARTITION	nearest dollar. inage for line i	tems may apply		ARC	PERIOD TO ARCHITECT'S PROJECT NO	PERIOD TO: Roject No:	12/30/85 Fort Bend County Law Enforcement	County ement_Academv
ITEM DESCRIPTION OF WORK NO. CONCRETE MISC. METALS ROUGH CARPENTRY FINISH CARPENTRY FINISH CARPENTRY FINISH CARPENTRY MOOD DOORS ALUMINUM WORK GLASS & GLAZING FINISH HARDWARE GLASS & GLAZING FINISH HARDWARE CLASS & GLAZING FINISH HARDWARE CLASS & GLAZING FINISH HARDWARE CLASS & GLAZING FINISH CARPENTRY MOVABLE PARTITIONS MOVABLE PARTITION CHALK & TACK BOARDS	c	Q	w	ш	υ		1	
CONCRETE MISC. METALS MISC. METALS ROUGH CARPENTRY ROUGH CARPENTRY ROUGH CARPENTRY MOOD DOORS ALUMINUM WORK GLASS & GLAZING FINISH HARDWARE GLASS & GLAZING FINISH HARDWARE CLASS & GLAZING FINISH RANG CHALK & TACK BOARDS CHALK & TACK BOARDS	SCHEDULED	WORK CC	ORK COMPLETED	MATERIALS	TOTAL	%	BALANCE	RETAINAGE
Ň	L	FROM PREVIO' IS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	(C) + (C)	TO FINISH (C - G)	
N	6,500.00	6,500.00	000	0.00	6,500.00	100	0.00	325.00
Ň	1,800.00	0.00	1,800.00	00-00	1,800.00	100	0.00	00.06
Ň	1,100.00	715.00	385.00	00-0	1,100.00	100	0.00	55.00
N	5,400.00	0.00	0.00	0.00	0.00	þ	5,400.00	
N	6,200.00	00.0	0.00	5,000.00	5,000.00	÷	1,200.00	250.00
N	2,100.00	00.0	000	2,100.00	.2,100.00	þ	0.00	105.00
	5,500.00	0.00	0.00	1,500.00	1,500.00	27	4,000.00	75.00
	3,300.00	0.00	0.00	0.00	0.00	¢	3,300.00	
	24,600.00	18,450.00	1,230.00	2,320.00	22,000.00	68	2,600.00	1,100.00
	00.000,6	0.00	0.00	0.00	0.00	þ	00.000,6	
	7,400.00	0.00	4,000.00	2,000.00	6,000.00	81	1,400.00	300.00
	4,900.00	0.00	00.0	0.00	0.00	<u>ہ</u>	4,900.00	
	7,500.00	0.00	000	0.00	0.00	þ	7,500.00	
	2,500.00	0.00	0.00	0.00	0.00	þ	2,500.00	
	6,500.00	0.00	00-00	0.00	0.00	ę	6,500.00	
	2,000.00	0.00	0.00	0.00	0.00	þ	2,000.00	
PLUMBING 22,2	22, 240.00	15,568.00	2,224.00	0.00	17,792.00	80	4,448.00	889.60
HVAC 24,0	24,055.00	6,013.75	0.00	10,000.00	16,013.75	67	8,041.25	800.69
ELECTRICAL 27,9	27,955.00	5,591.00	16,773.00	0.00	22,364.00	80	5,591.00	1,118.20
	170,550.00	52,837.75	26,412.00	22,920.00	102,169.75	60	68,380.25	5,108.49

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

### 11 December 1985

QO5

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:

	G	roup	Amount	Total
МсСоу	*	A B G	\$35,218.28 36,902.74 <u>31,709.88</u>	\$103,830.90
Architectural Interior Services				•
	* * * *	CDEKMOSTVWY	\$6,858.90 8,391.00 9,729.00 1,464.00 3,500.00 2,498.55 626.75 2,584.18 3,015.24 1,190.25 1,436.00	۰ 41,293.87
Evans-Monical		F H	\$6,841.26 11,775.00	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

Total

Mr. John Hammett 11 December 1985 Page 2

Brodart

-5

-11

_	Group	Amount	
-add'l-items	∣ <del>#12</del> #13	\$50,941.00 	

<u>51,897.00</u> D, 941.00

\$226,862.23 - 956.00 \$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.

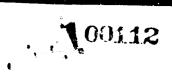
Please call me or Mr. Radoff if you have any questions regarding this recommendation.

Sincerely, Indep

Janet R. Sanders

JRS:sb

cc: Len Radoff Judge Stavinoha



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## TABULATION

## CULVERTS

January 1, 1986 Thru June 30, 1986

#### INDEX

## BAYOU CULVERT MFG., INC.

Galvanized Corrugated Riveted Steel Pipe Culvert: 2-2/3" x ½" ------ 1 Galvanized Corrugated Riveted Steel Pipe Culvert: 3" x 1" ------ 2 T & G Reinforced Round Concrete Pipe Culvert ------ 3 Aluminum Pipe - Corrugated; Railroad Tank Car Culverts ------ 3

### CALDWELL CULVERT CO.

Galvanized Corrugated Riveted Steel Pipe Culvert: 2-2/3" x ½" ------ 4 Galvanized Corrugated Riveted Steel Pipe Culvert: 3" x 1" ------ 5 T & G Reinforced Round Concrete Pipe Culvert ------ 6 Aluminum Pipe - Corrugated; Railroad Tank Car Culverts ------ 6 Galvanized Corrugated Spiral Steel Pipe Culvert: 2-2/3" x ½" ----- 7 Galvanized Corrugated Spiral Steel Pipe Culvert: 3" x 1" ----- 8

#### GIFFORD HILL & COMPANY, INC.

#### HASARA CULVERT & CONTRACTING, INC.

T & G Reinforced Round Concrete Pipe Culvert ------ 10 Aluminum Pipe - Corrugated; Railroad Tank Car Culverts ------ 10

#### METAL CULVERTS, INC.

Galvanized Corrugated Riveted Steel Pipe Culvert: 2-2/3" x ½" ----- 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

#### STEEL CULVERTS, INC.

## WILSON CULVERTS, INC.

Galvanized Corrugated Riveted Steel Pipe Culvert: 2-2/3" x ½" ------ 15 Galvanized Corrugated Spiral Steel Pipe Culvert: 2-2/3" x ½" ------ 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

## WYATT METAL DRAINAGE PRODUCTS, INC.

Galvanized Corrugated Riveted Steel Pipe Culvert: 2-2/3" x ½" ----- 19 Galvanized Corrugated Riveted Steel Pipe Culvert: 3" x 1" ----- 20

1

#### PAGE

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 WHOLESALE	\$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:

ITEM	DESCRIPTION	VENDOR
12	Toilet Bowl Cleaner, Líquid	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

	I OI Eat	in - every sr	a item	
MORSE	MOORE	BRAWNER	GULF COAST	ROSENBERG
.71	1.40	1.57	1.80	1.90
4.80	3.60	4.11	4.65	4.05
.06	.06	.07	.06	.05
.11	.24	.11	.09	.09
50.00	48.00	55.45	55.00	80.11
25.00	32.50	67.15	24.41	36.65
33.90	16.50	20.50	16.24	19.70
.08	.13	.13	.10	.12
49.95	45.00	50.60	46.17	44.95
4.80	5.30	9.12	4.90	5.85
4.00	3.60	14.53	3.06	10.17
16.75	16.75	19.29	15.95	18.50
43.50	45.95	39.10	44.41	42.30
15.34	14.20	18.43	16.78	18.40
11.30	11.20	13.62	11.08	13.60
260.30	244.43	313.78	244.70	296.44
	.71 4.80 .06 .11 50.00 25.00 33.90 .08 49.95 4.80 4.00 16.75 43.50 15.34 11.30	MORSEMOORE.711.404.803.60.06.06.11.2450.0048.0025.0032.5033.9016.50.08.1349.9545.004.805.304.003.6016.7516.7543.5045.9515.3414.2011.3011.20	MORSEMOOREBRAWNER.711.401.574.803.604.11.06.06.07.11.24.1150.0048.0055.4525.0032.5067.1533.9016.5020.50.08.13.1349.9545.0050.604.805.309.124.003.6014.5316.7516.7519.2943.5045.9539.1015.3414.2018.4311.3011.2013.62	.71 $1.40$ $1.57$ $1.80$ $4.80$ $3.60$ $4.11$ $4.65$ $.06$ $.06$ $.07$ $.06$ $.11$ $.24$ $.11$ $.09$ $50.00$ $48.00$ $55.45$ $55.00$ $25.00$ $32.50$ $67.15$ $24.41$ $33.90$ $16.50$ $20.50$ $16.24$ $.08$ $.13$ $.13$ $.10$ $49.95$ $45.00$ $50.60$ $46.17$ $4.80$ $5.30$ $9.12$ $4.90$ $4.00$ $3.60$ $14.53$ $3.06$ $16.75$ $16.75$ $19.29$ $15.95$ $43.50$ $45.95$ $39.10$ $44.41$ $15.34$ $14.20$ $18.43$ $16.78$ $11.30$ $11.20$ $13.62$ $11.08$

1 of each - every 3rd item

بالمصادر والمساديات والمس

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### 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) MOCKING-BIRD 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 ACTICA ON ANY ITEMS DISCUSSED IN CLOSED SESSION:

No action taken.

#### 0030

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT \_\_\_\_\_day of \_\_\_\_\_December \_\_\_\_, 19 <u>85</u>\_\_\_, before the On this 23 Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying Southwestern Bell Telephone Company notice of \_\_\_\_ \_\_\_\_, permit no. \_\_\_\_\_80719 December 6, 1985 to make use of dated 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 Yexas Civil Statutes. Upon Motion of Commissioner <u>*Fustka*</u>, seconded by Commissionér \_\_\_\_\_, duly put and carried, it is ONDERED, ADJUDGED AND DECREED that Pressley 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.

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

CLERK OF COMMISSIONERS COURT

Elida Kosler BY

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 12/21/85

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.

00118

Karl E. Baker, Assistant Engineer

12-16-85

Date

Complete Application Form (1)Name of road, street and/or a. highway affected Map or plat showing course or b. direction Plans and specifications. C. . (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

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)

	Distance & Direction	Length of	Туре о	f Construc	tion
<u>Road or Ditch Name</u>	From Nearest Intersection	Crossing	Bored	Jacked	Cased
Cottonwood Church Road	3591' north of Cottonwood	.60'	XXXX		XXXX
	School Road				
Cottonwood Church Road	@ Cottonwood School Road	60'	XXXX		XXXX
Cottonwood School Road	@ Wehring Road	60	XXXX		XXXX
COON CREEK	E. OF COTTONWOOD CHUTCH	60'	X		X

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

Distance & Direction

Road or Ditch Name	From Nearest Intersection	То	Distance
Cottonwood Church Road	Cottonwood School Road	porth	3591'
<u>Cottonwood School Road</u>	Cottonwood Church Road	east	2629'
Shady Oaks Lane	Cottonwood School Road	south	2033
والمراجع			
	GENERAL DESCR	IPTION	

<u>Please see attached.</u>

The location and description of the proposed installation and appurtenances is more fully snown on the attached plans and drawings. <u>(Plans and drawings of proposed installation and appurtenances are required</u>). 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, 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 shut-down.

COMPANY	NAME:	SOUTHWE	STERN	BELL	TELEPHONE
AGENT A			Te 1	1	

OWNER:	M. S. Hanco
	(signature)
TITLE:_	Network Services Supervisor- Engineering (Design)
ADDRESS:	16225 Park Ten Place, Suite 240 Houston, Texas 77084

Telephone No.: <u>578-8781</u> Date: <u>Dec. 6, 1985</u> Log No.: <u>RR\*44</u>

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this <u>16</u> day of <u>December</u> , 19 <u>85</u> , 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
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 <u>Denham</u> , seconded by Commissionér
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.

1 Turk BY COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

Elida Kosle BY Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

App1. # 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, Assistant Engineer

12-4-85 Date (1) Complete Application Form a. Name of road, street and/or highway affected Map or plat showing course or direction b. Plans and specifications. c. (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)

00122 TO COUNTY OF FORT BEND

PRECINCT NO. PERMIT NO.

Formal notice is hereby given that <u>Fort Bend Telephone Company</u>, propose to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across proposes 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 o : Bored : Ja	of Construction acked : Driven :	Cased
		:	: :	: :	
		:	: :	· · · · · · · · · · · · · · · · · · ·	
		:	: :	: :	
		· .	:	: :	

Cable, Conduit and/or Pole Line To Parallel Following County Roads and/or Ditches Within Right of Way

	: Distance & Direction From : Nearest Intersection	: To :	: Distance :
Foster School Road	@ Waddell Road	3,775' northwest	3,775'
an a			

General Description

(24"COVER)

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

3774 Thence, going approximately 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.

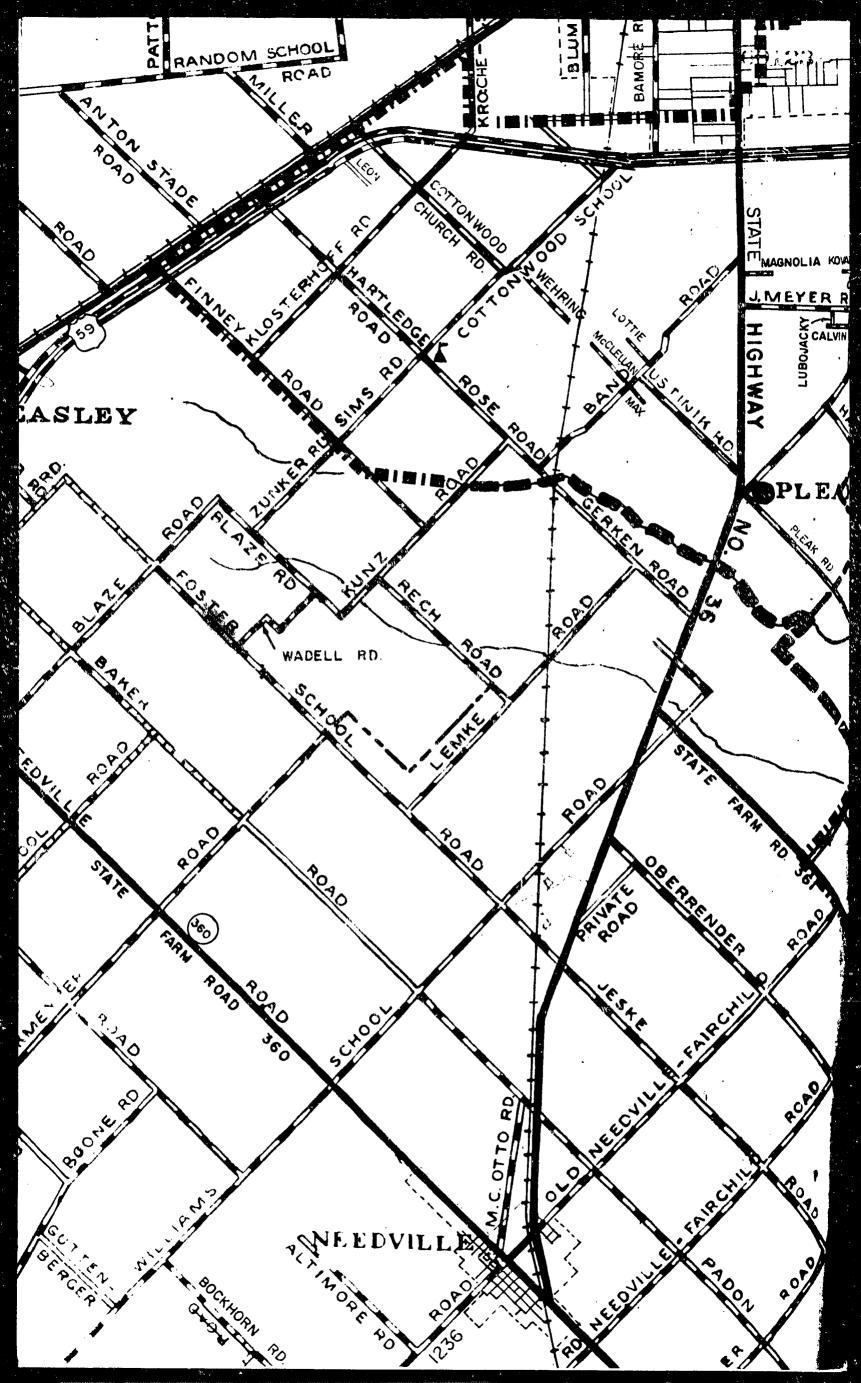
#### NOTICE

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:
(Signature)
(Signature)
NAME & TITLE Mike Smerek Engineer
(Please Print)
DATE: November 26, 1985
ADDRESS <u>P. O. Box 1127</u>
(Street/P.O. Box)
Rosenberg, TX 77471
Rosenberg, TX 77471 City State Zip TELEPHONE NO: 342-4651



## 00124 Norman and

## 0030

MOCKINGBIRD ACRES SECTION 2

**19 TRACTS** 

HOUSE PATIO AND PORCHES GARAGE DRIVEWAY 10' X 20'	3,000 SF 400 SF 600 SF 2,000 SF	
	6,000 SF <u>x 19</u>	
	<u>114,600 SF</u> 43,560	= 2.62 ACRES
Road 2261 x 24 = 1.25 Acre	9	

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

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. =  $x \frac{4.81}{4.81}$ 

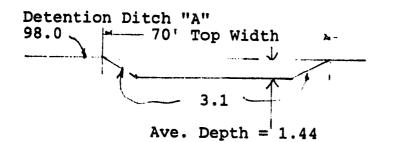
Required Storage = 18.79 Ac/Ft

Discharge = 39.41 Total Acres x <u>1/8</u> cfs/Acre

4.93 cfs x 60 x 60 x 24

43560

Detention Storage 9.01 Ac/Ft Required



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

Detention Ditch "B" 70 4

Ave Depth = 1.3'

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

TOTAL

9.87 Ac/Ft

STORAGE AVAILABLE TO ELEVATION 98.0

MINIMIM SLAB ELEVATION TO BE 99.0

MOCKINGBIRD

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#### 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. <u>APPROVE BILLS</u>:

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.

- 1. Approve minutes of meeting of December 23, 1985.
- 2. Approve changes in depository pledge contracts.
- 3. Approve line item transfers in budgets.

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- 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 of Lelephone 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

COA28 AGENDA - PAGE TWO FORT BEND COUNTY COMMISSIONERS COURT JANUARY 6, 1986

> 0030 L 1

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. <u>1:30 p.m.</u> - 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. 5KWA power requirement max.

23. Adjournment.

ALLED FOR RECORD THE 3:10 JAN2 1986 Tilsen County Clark, Fort Band Co., Tax.

He oha, Judge County

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

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#### REGULAR SESSION

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

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

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

#### 1. APPROVE MINUTES OF MEETING OF DECEMBER 23, 1985:

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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 DEPARIMENT 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. -1-

## ()0139

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			
Bob Lutts	-	Commissioner	Precinct	44	
Dianne Wilson	-	County Clerk	_		

The following proceedings were had, to-writ:

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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.

AYES:	وروماه بالاستبادات والمعاجب الموارية المراد والمحاجب والمحاجب
NAYES:	-

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

EM5	0034	DEPT.	FROM	<u>To</u>	INCREASE (DECREASE)
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 FIČA DATE: <u>//</u> 2	0201 0300 · - <b>30-85</b>	12	144363	147578. 	3215.00 170.00
DEPARTME	NT HEAD:	/ Jan	1 time	-	
THE COUN	TY OF FORT BE	ND ,	Λ		
BY:	) Atu	vem	the		

odie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

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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	<b>#</b> 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:

٥

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.

AYES: \_\_\_\_\_

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

Fairgrounds DEPT. Social Security Expenses	FROM 3047.65 23,720,00	<u> </u>	INCREASE (DECREASE) (5.54 (5.54)
	<u>مەر بىر بىر بىر بىر بىر بىر بىر بىر بىر بى</u>		
		·	
DATE: 12/3//85			
DEPARTMENT HEAD:	Ellin	)	
THE COUNTY OF FORT BEND	Λ		
BY: A Mavino	the	•	
Jodie Stavinoha, County Jud	ge Ben	Denham, Comm	issioner Pct. #2
Johnnie Pustka, Commissione	r Pct. #1 Alto	n Pressley, (	Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

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

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On this the <u>6</u> day of <u>Jenvery</u>, 1986, at a <u>Seciel</u> 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	<b>#</b> 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.

AYES:			
NAYES:			·
the following amendment(s) to a	said budget are	hereby author	lzed:
Road & Bildge Pet # 4 DEPT.	FROM	<b>TO</b>	INCREASE (DECREASE)
Insurance. Fees & Services	<u>64,498,86</u> 50,000,00	<u>64,567.14</u> 49,931.72	68.28 (68.28)
		·····	
DATE: 12/31/85 DEPARTMENT HEAD:	utt	-	
THE COUNTY OF FORT BEND BY Jodie Stavinoha, County Jud	dge Ben	Denham, Commi	ssioner Pct. #2
Johnnie Pustka, Commissione	er Pct. #1 Alte	on Pressley, C	ommissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

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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:

٥

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.

AYES:

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

CONSTABLE PCT 1 0023	DEPT.	FROM	T0	INCREASE (DECREASE)
SALARIES 0200		106736.00	107111.33	375.33
SOC. SECURITY	0300	7600.00	7626.41	26.41
RETIREMENT	0400	7546.00	7572.21	26.21
INSURANCE	0500	<u> </u>	8470.05	(427.95)

DATE: 12-31-85 DEPARTMENT HEAD: THE COUNTY OF FORT BEND BY: Jodie Stavinoha, County Judge

٩.,

Ben Denham, Commissioner Pct. #2

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

Bob Lutts, Commissioner Pct. #4

Funda Anailable 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 Becker, KAS Date of Departure\_\_/-15-8-5 Period: /-Date of Return \_\_\_\_\_\_ Purpose of Trip: attend public- health nutring seminan End conference, approximate effence-#350, Places to be Visited: austin, Texas (Embassy Suites) Mode of Transportation (State whether by personal personal and auto, airline, etc.) \_\_\_\_\_ Mame h <u>E.</u> 12-84 Director Date Title Approved: Commissioners' Court wind County Judge Date

WHITE COPY---Commissioners Court Copy

CANARY COPY---Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

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#### 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 Departure1/12/86
	Date of Return1/24/86
Purpose of Trip:	attend FBI "LEEDS" Seminar at
	<u>Quantico, Virginia</u>
Places to be Visit	ed:
Mode of Transpor	
Mode of Transpor (State whether by auto, airline, etc.)	personal
(State whether by	personal /?
(State whether by auto, airline, etc.)	personal transportation provided by FB
(State whether by auto, airline, etc.)	personal transportation provided by FB
(State whether by auto, airline, etc.)	personal transportation provided by FB
(State whether by auto, airline, etc.)	personal transportation provided by FB
(State whether by auto, airline, etc.) 12/30/85 Date	personal transportation provided by FB VIII Name Sheriff Title
(State whether by auto, airline, etc.)	personal transportation provided by FB VIII Name Sheriff Title
(State whether by auto, airline, etc.) 12/30/85 Date	personal transportation provided by FB Name Sheriff Title

WHITE COPY-Commissioners Court Copy

i.

CANARY COPY--- Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

Jundes 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:

Date of Departure\_ JAN 14 Period: Date of Return JAN 15 Management Seminar Purpose of Trip: \_\_ Dallas, Terpas-Places to be Visited: \_ Mode of Transportation (State whether by personal Dianne Tilson Name County Clerk Title auto, airline, etc.) \_\_\_\_\_ <u>1-3-86</u> Date Approved: Commissigners' Court Townither Date County Judge

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

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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: Dat	e of Departure February 2, 1986
Dat	e of Return February 8, 1986
Purpose of Trip: <u>to</u>	attend seminar on FINANCIAL
MANIPULATION ANALYS	SIS
Places to be Visited: _	Austin, Texas
Mode of Transportation (State whether by personauto, airline, etc.)	onal sonal automobile
auto, amme, etc.) <u>per .</u>	
	- Alm A. menton
January 2, 1986	District Attorney
Date	Title
* * * * * * * * * *	* * * * * * * * * * * * * * * *
Approved: Commissioners'	Court /)
( ). Alter	- na tan
County Judge	Date
V	

WHITE COPY-Commissioners Court Copy

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CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

GOLDENHOD COPY---Department Copy

and a state of the state of the

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

November 19, 1985

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

Deloitte

Haskins+Sells

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.

- 2 -

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

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We believe this continuity demonstrates the commitment of our Firm <u>and</u> 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-ofpocket 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 5% increase due to inflation Single Audit compliance audit and related reports

\$40,000 2,000

4,000

<u>67000</u> 45,200

Total Fee Estimate for 1985

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.

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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

·U omes 1 James L. Williams Partner

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 immates 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

6.

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)



715/342-6116

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 Hor 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.

- 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.

//m

Gus George Sheriff

GG/en Enclosures

cc: <u>Mrs. Dianne Wilson, County Clerk</u> Mr. Larry Wagenbach, Assistant District Attorney

#### CONTRACT

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".

WITNESSETH:

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.

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.

II

#### 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.

-2-

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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

-3-

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.

Х

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:

-4-

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

#### xr

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

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CONTRACT

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".

#### WITNESSETH:

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.

-2-

1 2

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.

-3-

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 occurence, 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.

-4-

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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.

х

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

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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:

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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
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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	
-	• •

#### 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

#### CITY OF SUGAR LAND RESOLUTION NO. 85-37

#8

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 \_\_\_\_\_ day of \_\_\_\_\_ December, 1985.

APPROVED:

McMeans, Mayor

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ATTEST: Gundermann, Glenda City ecretary

APPROVED AS TO FORM: Hickey, Firds City Attorney Jr.(

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THE STATE OF TEXAS & §

COUNTY OF FORT BEND

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

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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.

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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 / the day of Winnlik, 198, 5

City of Sugar Land, Texas

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ATTEST: cillon City Secretary

1986. SIGNED this \_\_\_\_\_ day of

County of Fort Bend

Tanna LU E Judge **bunty** 

ATTEST.

inne Hilson County Clerk

#### CITY OF SUGAR LAND RESOLUTION NO. 85-36

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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:

Mean S. McMeans, Mayor

ATTEST: City Gundermann. Secretary

APPROVED AS TO FORM: Findin A. Hickey, Jr. CA? Attorney 0165R

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COUNTY OF FORT BEND

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

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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:

denergenergen som hande som som som som som

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.

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- 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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- It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice. 7.
- It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 1986, and must be renewed annually thereafter. 8.
- It is expressly understood and agreed by the parties hereto that this Agreement will have no force or effect until duly executed by all 9. parties as provided herein below.

SIGNED this / the day of <u>[ 1980/111</u>, 198<u>5</u>.

City of Sugar Land, Texas

or alter all Maan

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ATTEST Secrétary itv

SIGNED this 6 day of 198 6. nuan

County of Fort Bend

County Judge

ATTEST: lanze Hilsen

County Clerk

#### THE STATE OF TEXAS

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COUNTY OF FORT BEND

#### INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FURT 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:

- 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. 0030

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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.

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- It is expressly understood and agreed that this agreement may be terminated at any time by either 7. party upon thirty (30) days written notice.
- It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 1982, and must be renewed annually thereafter. 8.
- It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all 9. parties.

SIGNED this 12th day of December , 1985

City of Kendleton, Texas

Mayor ul

ATTEST:

Fountain

SIGNED this \_\_\_\_\_ day of 198<u>6</u>.

County of Fort Bend

Jounty Judge

ATTEST and Wilson

County Clerk

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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.

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

SIGNED this 12th day of December , 198<u>5</u>.

City of Kendleton, Texas

MACHI

ATTEST: Forintain aron Secretary

SIGNED this \_\_\_\_\_ day of , 198<u>6</u>.

County of Fort Bend

E. Stavinska County Judge

ATTEST: ne Hilson Clerk

County

THE STATE OF TEXAS o

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, nereinafter 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,  $198_{\odot}$ , 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 30th day of December \_, 198\_6 .

City of Needville, Texas

PRIN DUM

ATTEST: the Which City Secretary

SIGNED this \_\_\_\_\_ day of 1986.

County of Fort Bend

Die E. Stavenstra County Judge

ATTEST:

inne Hilson County Clerk

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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:

- 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, 198 <u>(c)</u>, 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 30th day of December, 1986.

City of Needville, Texas

~ Pum.

ATTEST:

City Secretary

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_ 1986\_\_\_\_. Enuary

County of Fort Bend

Stavinolia 3 County Judge

ATTEST) nne Hilson County

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#### THE STATE OF TEXAS & §

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#### COUNTY OF FORT BEND

#### INTERLOCAL AGREEMENT FOR THE ENFORCEMENT OF HEALTH REGULATIONS

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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, 198 //2. 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 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.

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SIGNED this <u>POth</u> day of <u>Necember</u>, 19 86. CITY OF NEEDVILLE, TEXAS a Stern Dum ву: ( ol. ATTEST: the City SIGNED this 6 day of Genuary, 19 36. FORT BEND COUNTY, TEXAS Stavinora By: Jodić E. Stav County Judge óha, ATTES7 Dianne Wilson, Coun

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

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### 75878

#### ORDINANCE NO. XXXI-A-81

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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.

DEED

- V. 304 ME 756

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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  $\frac{1}{2} \frac{XXXI - A - 81}{2}$ 

#### 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<sub>\*XXXI-A-</sub> 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 of mislabeled food or drink; and the enforcement of this ordinance shall be regulated in accordance with the Tesas 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: Frevided, that the words "municipality of Needville" is 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 remendies listed in the Compliance Procedures attached hereto as Attachment A and incorporated herein by reference for all rurposes.

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- (a) All fruit stands must be enclosed with screen wire or suitable material and with rodent control.
- (b) All unsalable or spoiled merchandics must be disposed of at the end of each day. Spoiled merchandisc 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.

TADDED on first reading on <u>September 9, 1981</u>.

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

PASSED on this the G day of Aptertian. 1981.

Secretary

ATTEST:

CITY OF NEEDVILLE, TEXAS

RODOLPH PAWELECK. Mayo

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#### COMPLIANCE FROCEDURES

# - 4- DEED Vol 994 PAGE 758

### (a) <u>Permits, Licenses, or Certificates</u>

- (1) <u>General</u>. No person shall operate a food service establishment who does not have a valid permit, license, or certificate issue to him by the regulatory authority. Only a person who complies with the requirements of these rules shall be entitled to recei or retain such a permit, license, or certificate. Permits, licses, or certificates are not transferrable. A valid permit, li cense, or certificate shall be posted in every food service est lishment.
- (2) <u>Issuance of Permit</u>, <u>License</u>, or <u>Certificate</u>.
  - (A) Any person desiring to operate a food service establishmen, shall make written application for a permit, license, or certificate, on folus 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.
  - The regulatory authority may, without warning, notice, or (A)hearing suspend any permit, license, or certificate to oper ate a food service establishment if the holder of the permi license, or certificate does not comply with the requiremen of these rules, or if the operation of the establishment do not comply with the requirements of these rules, or if the operation of the food service establishment otherwise const tutes 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, lice or certificate is suspended, food service operations shall immediately cease. Whenever a permit, license, or certific is suspended, the holder of the permit, license, or certifi cate shall be afforded an opportunity for a hearing within days of receipt of a request for a hearing.

(B) Whenever permit, license, or certificate is suspended, the holder of the 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 permiticense, or certificate is, upon service of the notice, inmediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is fill 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.

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- (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 perlicense, 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 tea day period. If no request for hearing is filed within the ten day period, the revocation of the permit, license, or certificate becomes findi.
- (5) Service of strices. 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 repistered 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) <u>Hearings</u>. 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, medify 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) <u>Application after Revocation</u>. 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.

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Vol 994 FME 760 Inspection Frequency. An importion 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.

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- (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 instions to determine compliance with these rules. The agents shbe permitted to examine the records of the establishments to of information pertaining to food and supplies purchased, received or used, or to persons employed.
- Report of Inspections. Whenever an inspection of a food servic (3) establishment or commissary is made, the findings shall be rec: 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 remar} 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 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 periof time for the correction of the violations found, and correction of the violations shall be accomplished within the period specifics, in accordance with the following provision
  - (i) If an imminent health bazard 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 corrected as soon as possible, but in any event, with 10 days following inspection. Within 15 days after is inspection, the holder of the permit, license, or cerficate shall submit a written report to the regulator authority stating that the 4- or 5-point violations bbeen corrected. A follow-up inspection shall be cond to confirm correction.

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(111) (1) or 2-point corport areas and an entress of a specific, but indus with, by the time parnext couling in position.

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- (iv) When rating score of the clabbishment is less tha 60, the establishment shall initiate corrective ac 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. violations are not corrected within 24 hours, the lishment shall immediately cease food service open until authorized to resume by the regulatory authorized to resume by the regulatory authorized.
- (B) The inspection report shall state that failure to complany time limits for corrections may result in cessation food service operations. An opportunity for appeal frc inspection findings and time limitations will be provid a written request for a hearing is filed with the regulauthority within ten days following cessation of operat lf a request for a hearing is received, a hearing shall held within 20 days of receipt of that request.
- (C) Whenever a food service establishment is required under provisions of this rule to dease operations, it shall no resume operations until such time as a reinspection detthat conditions responsible for the requirement to cease operations no longer exists. Opportunity for reinspect 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) <u>General</u>. Food may be examined or sampled by the regulatory authority as often as necessary for enforcement of these rule The regulatory authority may, upon written notice to the owne person in charge specifying with particularity the reasons the place a hold order on any food which it believes is in violar Subsection (a) of rule .003, or any other provision of these The regulatory authority shall tag, label, or otherwise ident any food subject to the hold order. No food subject to a hol order shall be used, served, or moved from the establishment. The regulatory authority shall permit storage of the food und conditions specified in the hold order, unless storage is not possible without risk to the public health, in which case imm destruction shall be ordered and accomplished. The hold order

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days and that (firshirst for heque ted the food ball be destroy A hearing shall be held of a sequented, and on the basis of evidence produced at that be using, the hold order may be vacated, or the owner of person in a heave of the food may be directed by written order to denature on destroy such food or to bring it into compliance with the parsisions of these rules.

#### (d) <u>Review of Plans</u>

- (1) <u>Submission of Plans</u>. 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 authorit shall approve the plans and specifications if they meet the requiments 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 authorit
- (2) <u>Pre-operational Inspection</u>. Whenever plans and specifications arrequired 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 beginni. 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 transmissio: from any food service establishment employee, it may secure morbidity history of the suspected employee or make any other investigation as r be indicated and shall take appropriate action. The regulatory author: ty may require any or all of the following measures:
  - The immediate exclusion of the employee from all food service establishments;
  - (2) The immediate closing of the food scryice 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.

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- (1) Penaltress show persons to contart a provision of QQ187 and any person who is to person that does not or otherwise opera food service establish out that does not comply with the rements of these rules and any responsible officer of that perholder or those persons shall be fined not more than two hund dollars.
- (2) Injunctions. The regulatory authority may seek to enjoin viotions of these rules.

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- (3) <u>Repeal and Date of Effect</u>. These rules shall be in full fore and effect immediately upon the passage of this Ordinance and publication as provided by law; and, at that time, all ordina and parts of ordinances in conflict with these rules are here repealed.
- (4) Unconstitutionality Clause. Should any section, paragraph, 5 tence, clause, or phrase of these rules be declared unconstit or invalid for any reason, the remainder of said rules shall be affected thereby.

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1.		ct		nll.Code 77- Yr. Mo. Day Travel Time Inspe		-							
[1.	10]		14-1	22 23-25 26-28									
Ow	/ner Name: Establishment Name:												
Ow Add	Iress:			Zip									
R Fi C	egular 29-1 billow-up 2 complaint 3 vestigation 4 ther 5 HINSPECtion Based on an inspection this day, the the next routine inspection or such s	n Items horter.	R circle period	Establishment eport below identify the violations in operations or facilities which must be correct of time as may be specified in writing by the regulatory authority. Failure to di is notice may result in cessation of your Food Service operations.	cted I	by ply							
	<b>EM</b> 0.		r. co	ITEM	wt.	C							
FO	OD			SEWAGE									
•01	Source; sound condition, no spoilage	5	30	*28 Sewage and waste water disposal	4	5							
02	Original container; properly labeled	1	31										
FO	OD_PROTECTION			PLUMBING		T							
•03	Potentially hazardous food meets temperature requirements during storage, preparation, display, service transportation	5	32	29 Installed, maintained - *30 Cross-connection, back siphonage, backflow	1 5	6							
-04	Facilities to maintain product temperature	1.	33			-							
C5	Thermometers provided and conspicuous	1	34	TOILET & HANDWASHING FACILITIES		Т							
66	Potentially hazardous food properly thawed	2	+	<ul> <li>*31 Number, convenient, accessible, designed, installed</li> <li>Toilet rooms enclosed, self-closing doors, fixtures, good</li> </ul>	4	ť							
•07	Unwrapped and potentially hazardous food not re-served Food protection during storage, preparation, display,		38	32 repair, clean; hand cleanser, sanitary towels/tissues/hand- drying devices provided, proper waste receptacles	2	1							
08	service, transportation	2	37			-							
69	Handling of food (ice) minimized	2	38			Г							
10	In use, food (ice) dispensing stensils properly stored	11	39	33 Containers or receptacles, covered: adequate number Insect/rodent proof, frequency, clean	2	6							
<u> </u>	SONNEL			34 Outside storage area enclosures properly constructed, clean; controlled incineration	1	•							
•11	Personnel with infections restricted Hands washed and clean, good hygicalc practices	5	40			4							
12	Clean clothes, hair restraints	1	42	INSECT, RODENT, ANIMAL CONTROL		<b></b>							
	D EQUIPMENT & UTENSILS			•35 Presence of insects/rodents — outer openings protected, no birds, turtles, other animals	4	6							
14	Food (ice) contact surfaces: designed, constructed, main- tained, installed, located	2	43	FLOORS, WALLS & CEILINGS									
15	Non-lood contact surfaces: designed, constructed, main- tained, installed, located	1	44	36 Floors, constructed, drained, clean, good repair, covering installation, dustless cleaning methods	1	6							
19	Dishwashing facilities designed, constructed, maintained, installed, localed, operated	2	45	37 Walls, celling, atlached equipment: constructed, youd repair, clean, surfaces, dustless cleaning methods	,	61							
17	Accurate thermometers, chemical test kits provided, gauge cock (14.11 IPS valve)	1	46	LIGHTING		_							
•••	Fre-flushed, scraped, soaked	1	47	38 Lighting provided as required, fixtures shielded	1	67							
10	Wash, rinse water, clean, proper temperature	2	48	VENTILATION									
• 20	Sanifization rinse: clean, temperature, concentration, exposure time; equipment, utensits sanitized	4	49	39 Rooms and equipment - vented as required	1	64							
- 21	Wiping cloths: clean, use restricted	1	50	DRESSING ROOMS									
-12	Ford-contact surfaces of equipment and utensils clean, free of abrasives, delergents	2	51		$\overline{1}$	6							
23	Non-food contact surfaces of equipment and utensils clean	1	52	<b>La ser d</b> e <b>la ser de la ser</b>									
24	Storage, handling of clean equipment/utensils	1	53	OTHER OPERATIONS		_							
25	Single-service articles, storage, dispensing	1	54	141 Toxic items properly stored, labeled, used     Premises maintained free of litter, unnecessary articles,	5	70							
26	No reuse of single service articles	2	55		1	71							
WA	ER				1	12							
•27	Water source, safe: hot & cold under pressure	5	56	44 Clean, solled linen properly stored	1	73							
Yes No Critica	74-1 100 less weight of Cha	CT1C inge .7 ete	28 C	Received by: name									

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COUNTY CLERK, FORT BEND COUNTY, TEX.

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TATE OF TEXAS I, harrby ce tilly that this instrument was filled on that deta and time stamp d hereon by me and was dilly recorded i the volume and puge of the named records of Folt Bend County. Texas as stamped hereon by me on



SEP 16 1981 ١ Pearl Ellett

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County Clerk. Fort Bend Co., Tex.

THE STATE OF TEXAS § COUNTY OF FORT BEND \$

#### 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

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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 forAnimal Control Service of the Fort Bend County Animal ControlDepartment. Attached and made a part hereof for all purposesis a copy of such general policy and procedures. This

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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/109 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

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personnel are within the corporate limits of Needville.

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(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, 19<u>76</u>, 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 <u>6</u> day of <u>finitary</u>, 19<u>86</u>.

COUNTY OF FORT BEND, TEXAS

Jodie E. Stavinoha County Judge By:

ATTEST: anne Milson-Clerk County

EXECUTED this the 30th day of December, 19 FG.

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CITY OF NEEDVILLE, TEXAS Ustern Dum By: Acolu

ATTEST:

Muchan Pastula.

### 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. Fayments must be made by money order or cashier's check only.

#### FEES

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

\* 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 of 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 <u>must</u> come from owner or his/her authorized agait. 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 <u>must</u> 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 th owners and

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

Unvaccinated animals or vaccinated animals that cannot be safely kept on home quarantine will be placed, at <u>owners</u> <u>expense</u> 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 <u>must not</u> 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 <u>must</u> be done in such a way as to avoid damage to the head. Animals shot of clubbed in the head cannot be efficiively tested for rabies. All other domestic pets and people should be kept completely away form rabies suspect animals.

Certain wildlife, bats, skunks, and foxes are primary carriers of rables in this area and if seen acting strangely or during daylight hours, they should be placed in a plastic bag, using a a phovel, hos, or heavy plastic gloves, and placed on ice until the arrival of Animal (control Fernomet. •

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Some symptoms of rabies are, a sudden change in normal habits or tempermant, 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 possesion.

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.
- Animal Control does not have the equipment or manpower to nandle livestock, birds, bees, wildlife, or exotic pets, except in <u>extreme</u> 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. GENERAL POLICY & PROCEDURE FOR CONTRACT SERVICE CONT.

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- 3. Ft. Bend County Animal Control Officers do not make calls in munucupalities 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 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.
- 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- P3

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 the may deem expedient; and

WHEREAS, the City Cruncil 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,

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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

FERGUSON City of Needville

ATTEST:

lug wit Jey K AUGUST TEYKL, City Secretary

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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 - Interforence

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 Pol ce 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

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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

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## 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 <u>APRIL 19</u>, 19<u>87</u>.

4-1

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

laham 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 <u>26</u> DAY OF <u>FEBRUARY</u>, 1986

STARTING WITH VOLUME NUMER 30 PAGE NUMBER 201

DIANNE WILSON, COUNTY CLERK FORT BEND COUNTY, TEXAS

BY alice ariver

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

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shall also madl 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] <u>Fees</u>

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The owner or any other person to whom an impounded animal is released shall be catitled to receive possession f the animal only upon payment to the City Secretary of a Fifteen and No/100 Dollars (\$15.00) is coundment fee plus Five and No/100 Dollars (\$5.00) per day or any fractional part thereof during which the a imal 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 - Tagoand 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 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 fits (5) day impoundment period, and upon the expirat on of the three (3) day notice period provided for werein, then any animal not claimed may thereaf ar 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

#### Section 1 - Definition of Terms

00204

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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-rables vaccing. All dogs and/or cats within the city limits of the City of Needville, Texas, are hereby required to be vaccinated against rables 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 rables 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 k pt, 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 Licenses shall be issued by the City Secretary or sooner. 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 The owner shall state at the time of applicaregistered. tion 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.

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## NOTICE TO THE GRANTEE

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In compliance with CJD rules relating to <u>Eligible Applicants and</u> <u>Application Processing</u>, 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	
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PROJECT TITLE: Victim/Witness Assistance Unit

Frank Follis Project Director (Type or Print)

Financial Officer (Type or Print)

First Assistant District Attorney Title

Fort Bend County Courthouse Address (Street or P.O. Box)

Richmond, Texas 77469

City Zip

(713) 341-4460 Telephone Number .

Title

Address (Street or P.O. Box)

City Zip

Telephone Number

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

CJD-19

# TEXAS ASSOCIATION OF COUNTIES

PU Box 2151 Austin Texas 18168 (512, 475-5755 United Bank Tower 400 W. 15th Street. Suite 60**0030** Sam E. Clonts. Executive Director

INVOICE

COUNTY MEMBERSHIP DUES

County are  $\frac{2440.5}{2}$ . 1986 Membership dues for Gend

cc: County Auditor

# 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

112)

#### Annual Dues for 1986

County Judges and Commissioners Association of Texas

## \$125.00

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Remit to:

County Judges and Commissioners Association of Texas H. L. (Bill) Young P. O. Box 38 Dickens, Texas 79229

0030



MAIN LIBRARY

CAROLYN CONRAD, LIBRARIAN 1601 LIBERTY STREET RICHMOND, TEXAS 77469 713/232-8562 or 342-4455



BRANCHES

ALBERT GEORGE LIBRARY Don William S ROSE HARPER, LIBRARIAN 9230 GENE STREET, P.O. BOX 507 NEEDVILLE, TEXAS 77461 713/793-4270

. December 17, 1985

FORT BEND COUNTY LIBRARY

JANE POWELL, LIBRARIAN 320 DULLES AVENUE STAFFORD, TEXAS 77477 713/491-8086

MAMIE GEORGE LIBRAR

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 Chairman of the Board

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# FORT BEND COUNTY

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#### 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 WEDNESDAY AFTERNOON, DECEMBER 24TH THURSDAY & FRIDAY, DECEMBER 25TH & 26TH CHRISTMAS HOLIDAYS

THURSDAY, JANUARY 1ST

NEW YEARS DAY '87

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TEXAS SESQUICENTENNIAL DAY MONDAY, APRIL 21ST MONDAY, MAY 26TH FRIDAY, JULY 4TH MEMORIAL DAY INDEPENDENCE DAY LABOR DAY MONDAY, SEPTEMBER 1ST FRIDAY, SEPTEMBER 26TH FAIR DAY TUESDAY, NOVEMBER 11TH THURSDAY & FRIDAY VETERANS DAY THANKSGIVING HOLIDAY NOVEMBER 27 & 28TH WEDNESDAY AFTERNOON, DEC. 24TH CHRISTMAS HOLIDAYS THURSDAY & FRIDAY, DEC. 25 & 26 THURSDAY, JANUARY 1ST NEW YEARS DAY '87

#### 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 FOSSIBLE 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.

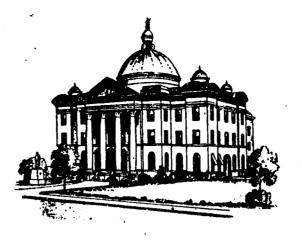
Discuss and consider possible establishment of a local MHMR Board of Trustees and subsequently an MHMR Community Center in Fort Bend County:

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.

0213

OFFICE OF JOHN J. HAMMETT PURCHASING AGENT



P.O. BOX 368 RICHMOND, TEXAS **77469** (713) 342-3411

# 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. Mammett Purchasing Agent

0030

#### 19. CONSIDER APPLICATION FOR SOUTHWESTERN BELL TELEPHONE TO LAY CABLE UNDER & ALONG TIMOTHY LANE AND ACROSS LEVEE IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application for Southwestern Bell Telephone to lay cable under & along Timothy Lane and across Levee in Precinct #3. (Recorded in minutes in full)

#### 20. CONSIDER APPLICATION FROM AMOCO GAS CO. TO LAY GAS LINE CROSSING CLEAR CREEK LATERAL IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Amoco Gas Co. to lay gas line crossing Clear Creek Lateral in Precinct 2. (Recorded in minutes in full)

#### 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:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Shell Pipeline Corp. to lay pipeline, crossing South Diversion 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. (Recorded in minutes in full)

#### RECESS:

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

RECONVENE:

Commissioners' Court reconvened at 1:30 p.m.

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. 1/0 22 MEGABYTES/SEC MIN. 5KYA POWER REQUIREMENT MAX:

The following were presented to Commissioners' Court for review.

A) IBM \$ 447,460.00

#### 23. ADJOURNMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered that Commissioners' Court be adjourned at 2:00 p.m., Monday, January 6, 1985.

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT 0030 day of \_\_\_\_\_January On this 6 , 19 <u>86</u>, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying Southwestern Bell Telephone Company notice of , permit no. 80721 dated December 19, 1985 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<sup>82</sup> , recorded in Volume of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner \_\_\_\_\_\_ \_\_\_\_\_, seconded by Commissionér winnam, 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.

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

CLERK OF COMMISSIONERS COURT

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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

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0030		R	EVIEW BY FOR	T BEND COUNTY C	OMMISSIONERS	COURT
	On this	6	day of	January	, 19	<u>86</u> , before the
Fort Bend	County	Commissioners	Court came	on to be heard	and reviewed	the accompanying
notice of		Amoco Gas Co	ompany	<u></u>		
dated	Decer	mber 19, 1985	, permit	no. <u>80722</u>		to make use of
certain F	ort Bend	County prope	rty subject	to, "A Revised	Order Regula	ting the Laying
Construct	ion, Mai	ntenance, and	Repair of H	Buried Cables, C	onduits and	Pole Lines, In
Under, Ac	ross or	Along Roads,	Streets, Hig	hways and Drain	age Ditches	in Fort Bend
County, 1	Cexas, Un	der the Juris	diction of t	he Commissioner	s Court of F	ort Bend County
Texas," a	is passed	by the Commi	ssioner Cour	t of Fort Bend	County, Texa	s, dated the
17	day	of May		, 19 <u>82</u> , recor	ded in Volum	e
				of Fort Bend Co	•	
that such	n order i	s not inconsi	stent with A	Article 1436a, V	ernon's Texa	s Civil Statutes.
Upon Moti	ion of Co	mmissioner	Denha	<u>mu</u> , s	econded by C	ommissionér
P,	ressley	<u>/,</u> duly	put and ca	rried, it is ORD	ERED, ADJUDG	ED AND DECREED that
	~ ~ ~			oy acknowledged		
of Fort I	Bend Coun	ity, Texas, an	nd that said	notice be place	d on record	according to
the regul	lation or	der thereof.				

BY

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

CLERK OF COMMISSIONERS COURT

ida BY Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

returned 1/8/86

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS AUTHORIZED

0030

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS, that we <u>AMOCO GAS COMPANY</u> as principal and <u>SEABOARD SURETY COMPANY</u>

as surety, are held and firmly bound unto FORT BEND COUNTY a body corporate and politic under the laws of the State of Texas, in the penal sum of <u>Two Thousand Dollars and No Cents</u> DOLLARS (<u>\$2000.00</u>) law full currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs executors, administrators and successors, jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounded principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiciton of the Commissioners Court of Fort Bend County, Texas, pursuant to the Commissioners Court of Volume 13, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity.

NOW, THEREFORE, if the above bounded principal shall faithfully perform all is cable, conduit and/or pole line activity (including, but not limited to, the laying construction, maintainence and/or repair of cables, condutis and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and conditions of the above mentioned Commissioners Court order set forth and specified

TO COUNTY OF FORT BEND

PRECINCT NO. PERMIT NO.

20722

Formal notice is hereby given that <u>AMOCO GAS COMPANY</u>, propoto lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or acros the right of way of a County road or ditch within Fort Bend County, Texas as follows:

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

Road or Ditch Name :	Distance & Direction From :	Length of	: Ty	pe of Cons	truction	
	Nearest Intersection :	Crossing	: Bored	: Jacked :	Driven :	Case
Clear Creek Lateral	817 ft. south of the center: line of F.M. 2234 and 2 ft.:	80 Ft.	: X	: :	:	•
	east of west right-of-way : edge for F.M. 521. :			: :	:	
	:			: :	•	
	:			: :	:	
	:		; ;	: :	:	

Cable, Conduit and/or Pole Line To Parallel Following County Roads and/or Ditches Within Right of Way

Road	or	Ditch		: Distance & Direction From : Nearest Intersection	: To :	: Distance :	
				: ;	:	:	
				:	:	:	
					:	· · · · · · · · · · · · · · · · · · ·	
				:	:		
	General Description						

The location and description of the proposed installation and appurtenances is more fully s on the attached plans and drawings. <u>(Plans and drawings of proposed installation and appur</u>

ances 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 For. 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. Winght
(Signature)
A. P. Wright
NAME & TITLE Manager-Operations
(Please Print)
DATE: December 19, 1985
ADDRESS P.C. Dex 2609
(street/?.0. Box)77592-2609
Texas City, TX 77592-2609
City State Zip
TELEPHONE NO:

0030 REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT \_day of \_\_\_\_\_January , 19 86 , before the On this 6 Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying Shell Pipe Line Corporation notice of \_\_\_\_, permit no. \_\_\_\_\_ 80720 dated to make use of December 23, 1985 certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County. Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the day of <u>May</u>, 19 <sup>82</sup>, recorded in Volume 17 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. PRISSlein \_\_\_\_\_, seconded by Commissionér Upon Motion of Commissioner Ninham, 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.

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

CLERK OF COMMISSIONERS COURT

uda Kole BY Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

returned 1/8/86

00220NOTICE OF PROPOSED CABLE, CONDUIT AND/OR PUL ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT WAY (To be Submitted in Quintuplicate)

#### TO COUNTY OF FORT BEND

PRECINCT NO. PERMIT NO.

prope

Formal notice is hereby given that Shell Pipe Line Corporation to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or acros 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)

Read-or Ditch Name :	Distand Nearest			:	Length of Crossing	:	Tyj Bored	pe of Con : Jacked	struction : Driven	: Case
S. Diversion VB	see	Drawing	SD-20490	:	730'	:	open	: cut	:	:
Willowfork VA	13	11	11	:	500'	:	open	cut.	:	: :
Cinco Ditch VA9	11	11	"	:	145'	:	open	cut	:	: :
Cinco Ditch T-2(E/W)	11	17	11	:	125'	:	open	cut	:	:
Cinco Ditch T-2(N/S):		17	11	:	205'	:	open	cut	:	:

#### Cable, Conduit and/or Pole Line To Parallel Following County Roads and/or Ditches Within Right of Way

: Distance & Direction From : Nearest Intersection	: To :	Distance
;	:	
	:	
 	:	
	: :	: :

General Description

Relocation of existing Sheridan-Houston 6" and Hope-Houston 10" pipelines to

accomodate Cinco Ranch Venture Development. Work scheduled to commence January 6, 1986.

The location and description of the proposed installation and appurtenances is more fully s on the attached plans and drawings. (Plans and drawings of proposed installation and appur ances 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. (accessible 24 hrs/day, 7 days/week

Li (Signature)

NAME & TITLE P.S. Huntoon, Sr. Land Agent (Please Print)

DATE:	December 23, 1985	
ADDRESS	P.O. Box 6426	
	(Street/P.O. Box)	-14- 
	Pasadena, TX 77506	
TELEPHON	City State E NO: 241-6843 or	241-0648

BID ITEM: ADP EQUIPMENT

BID NUMBER: 86-1

# VENDORS NOTIFIED BY LETTER

COMPANY		
CONTROL	DATA	
DIGITAL		
IBM		
NCR		
SPERRY (	CORP	

SUBMITTED \$447,460°\$ 440,498.00

0030

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#### 0030

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#### AGENDA FORT BEND COUNTY COMMISSIONERS COURT COURTHOUSE ANNEX, RICHMOND, TEXAS REGULAR SESSION MONDAY, JANUARY 13, 1986 9:00 O'CLOCK'A.M.

- 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 a oath of two reserve deputies, John Foster Jr. & George M. Tickett, for Precinct 3 Constable's office.  $\rho_{\rm CKETT}$
- 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 bits 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

AGENDA - PAGE TWO FORT BEND COUNTY COMMISSIONERS COURT JÁNUARY 13, 1986

- 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. <u>1:30 p.m.</u> 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.

EILED FOR RECORD TTHE 10 JAN9 1986 , Tholeen County Clerk, Fort Bend Co., Tex.

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 <u>Freepun</u> by <u>Deputy</u>,

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00223

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 <u>1:30 p.m.</u>:

Open bids for 24 or more new Automobiles. (Bid #86-3)

EILED FOR RECORD JAN 1 0 1986

5 Judge Stavinoha, County

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 \_\_\_\_\_\_\_ by \_\_\_\_\_\_ by

#### REGULAR SESSION

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 DEPARIMENT COUNTY CLERK

0030



# **DIVISION OF EMERGENCY MANAGEMENT**

TEXAS DEPARTMENT OF PUBLIC SAFETY

MARK WHITE Governor 5805 N. Lamar Bivd. Box 4087 Austin, Texas 78773 Duty Hours 512/485-2138 Nonduty Hours 512/485-2000 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 Lans

State Coordinator

RAL:Ed

Enclosures





FORT BEND COUNTY
CHANGES IN DEPOSITORY PLEDGES
CONTRACTS
WITH Sugar Creek
V
Release \$ 100 000.00,
mc allen ISD
259.000
Receipt # 358202
Due Date 2/1/86

FORT BEND COUNTY CHANGES IN DEPOSITORY PLEDGES

CONTRACTS WITH Sugar Creek Release \$ 100 000.00, And Channelview ISD Receipt # <u>363974</u>

Due Date \_2/1/86\_\_\_\_

I	ORI	BEND	COUN	ΓY
CHANGES	IN	DEPOS	ITORY	PLEDGES
	C	ONTRA	CTS	

WITH \_\_\_\_\_

Release	\$

Receipt # \_\_\_\_\_

Due Date \_\_\_\_\_

		FORT	BEND	COUNTY
CHANGES	IN	DEPOS	SITORY	PLEDGES
	C	CONTRA	ACTS	
				,
WITH				
Release	\$			

Receipt	#	 	 	

Due Date	
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and the state of the

1	ORT BEND COON	LI	
CHANGES	IN DEPOSITORY	PLEDGES	0030
	CONTRACTS		
WITH	<u></u>		
Pledged	\$		

Receipt #

Due	Date	

FORT BEND COUNTY CHANGES IN DEPOSITORY PLEDGES CONTRACTS

HTTW	
------	--

Pledged \$\_\_\_\_\_

Receipt #

Due Date \_\_\_\_\_

FC	RT	BEND	COUNTY	•
CHANGES	IN	DEPOS	ITORY	PLEDGES
	C	CONTRA	CTS	

WITH \_\_\_\_\_

Pledged \$\_\_\_\_\_

محاجبها ومحمد فالمناف فتناجز الماجية فتقارب والمنتجة والمتجرب والمتحد والمتحد والمتحد والمتحد والم

Receipt #

Due	Date	
-----	------	--

FORT BEND COUNTY CHANGES IN DEPOSITORY PLEDGES CONTRACTS

WITH	
Pledged \$	

Receipt	#	
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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. Pressle	2y
Period:	Date of Departure February 24, 1986 Date of Return February 27, 1986
Purpose of Trip:	
Conference Places to be Vis	ited:College Station, Texas
Mode of Transpo (State whether b auto, airline, etc.	y personal
Jan 8 19 Date	86     Commissioner-Pct. #3       Title
AppToved: Coromissio	

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GOLDENROD COPY---Department Copy

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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 Visi	ited: <u>Dallas, Texas</u>	
Mode of Transpo (State whether b auto, airline, etc.	y personal	$\frown$
January 7, 1986 Date	Commissioner, Pct. 2 Title	
Approved: Commissin	aners' Court <u>Arcmillu</u> udge <u>1-13-86</u> Date	

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COUNTY OF FORT BEND

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#### **Travel Authorization**

# TO: COMMISSIONERS' COURT

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

18-99-11-19-9-1-1-1-1-1-1-1-1-1-1-1-1-1-	
Period:	Date of DepartureFebruary 6, 1986
	· • • •
	Date of Return February 8, 1986
Purpose of Trip:	to attend seminar on Litigation Update
Places to be Visi	ited: San Antonio, Texas
Mode of Transpo (State whether by auto, airline, etc.	
(State whether by	y personal
(State whether by	y personal
(State whether by auto, airline, etc.	y personal <u>automobile</u> <u>Name</u> District Attorney
(State whether by auto, airline, etc.	y personal ) automobile ////////////////////////////////////
(State whether by auto, airline, etc. 1-10-86 Date rry Wagenbac	y personal <u>automobile</u> <u>Name</u> <u>District Attorney</u> <u>Title</u> ch to attend and funds are available
(State whether by auto, airline, etc. 1-10-86 Date rry Wagenbac	y personal <u>automobile</u> <u>Name</u> <u>District Attorney</u> <u>Title</u> ch to attend and funds are available
(State whether by auto, airline, etc.	y personal <u>automobile</u> <u>Name</u> <u>District Attorney</u> <u>Title</u> ch to attend and funds are available <u>I-13.86</u>

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CANARY COPY-Treasurer's Copy · Per Diem

PINK COPY-Attach to Travel Expense

COUNTY OF FORT BEND

## **Travel Authorization**

# TO: COMMISSIONERS' COURT

7.

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

	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·		····	
						<u></u>
Period:	Date of Depart	Fric	lay, Jan.	10,	1986	- 5
	Date of Return	Sun	lay, Jan.	12,	1986	- 7
Purpose of Trip:	Attend the St	ate 4-H 1	feen Lead	er R	etrea	t
Places to be Visit	ed:State 4	-H Center	r Brow	nwoo	d, Te	xas
			······		· · · · · · · · · · · · · · · · · · ·	
Mode of Transpor (State whether by auto, airline, etc.)	personal	d from D	ıb <u>Mil</u> ler	For	d	
	personal	d from Do	ıb Miller	For	d	
(State whether by	personal	d from Da	ub <u>Miller</u>	Ē	d	
(State whether by	personal Van borrowe	d from Dr L Ja- County E	Narpe	Ę		
(State whether by auto, airline, etc.)	personal Van borrowe	P.J.	Narpe	Agen		
(State whether by auto, airline, etc.) January 7, 198	personal Van borrowe	P.J.	Name	Agen		
(State whether by auto, airline, etc.) January 7, 198	personal Van borrowe	P.J.	Name	Agen		* *

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PINK COPY-Attach to Travel Expense

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

Date of Departure Friday, Jan. 10, 1986 - 5 p.m. Period: Sunday, Jan. 12, 1986 - 7 p.m. Date of Return \_ Purpose of Trip: Attend the State 4-H Teen Leader Retreat State 4-H Center -- Brownwood, Texas Places to be Visited: Mode of Transportation (State whether by personal Suite aiding at a Van borrowed from Dub Miller Ford auto, airline, etc.)\_ Name January 7, 1986 County Extension Agent Title Date Approved: Commissioners' Court 36 County Judge

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

COUNTY OF FORT BEND

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# **Travel Authorization**

# TO: COMMISSIONERS' COURT

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

· · · · · · · · · · · · · · · · · · ·	
· · · · · · · · · · · · · · · · · · ·	
Period:	Date of Departure 1-16-86
	Date of Return1-17-87
Purpose of Trip:	State Resource & Recovery Committee
Meeting	
Places to be Visite	d:Austin, Texas
Mode of Transport (State whether by	
	Personal auto
auto, airline, etc.)_	Personal auto Name County Judge
auto, airline, etc.)	Personal auto-
auto, airline, etc.)_	Personal auto Name County Judge

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#### COUNTY OF FORT BEND

## **Travel Authorization**

# TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County FOR

Period:	Date of DepartureJan. 20, 1986	
Purpose of Trip:	Date of Return <u>Jan. 23, 1986</u> IBM VSE/SP CLASS	
Places to be Visit Mode of Transpor (State whether by	tation personal	
auto, airline, etc.)	<u>airline</u> <u>Charles W. Miller</u> Name	cun, Va
n. 10, 1986 Date Fu:	Data Processing Mar Title nds available in 1986 Budget	1ager
	ngrs' Court D 1-1	

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ALC: NO.

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#### 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:		40 hr J.P. School	/
Places to be Visi	ted: AUSTIN	Tx	
Mode of Transpo (State whether by auto, airline, etc.)	personal <u>Person</u>	21 Cer	
7 JAN 86		Justice of the Rease Proc	
Approved: Commissio	www.tu	<u> </u>	*

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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:

Date of Departure Thursday, Jan. 9 - 8:30 a.m. Period: 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 Name January 9, 1985 County Extension Agent--Agriculture Date Title Approved: Commissioners' Court <u>1-13-86</u> Date

WHITE COPY---Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Excense

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 Departure2/9/86
	Date of Return2/12/86
Purpose of Trip:	Attend Seminar on Basic Public Purch
Places to be Visit	ted: Lyndon B. Johnson School of Publi
Affairs The	University of Texas at Austin
ALLALLS, INC	
Mode of Transpor (State whether by	rtation y personal
Mode of Transpor	rtation y personal
Mode of Transpor (State whether by auto, airline, etc.) Jan. 8, 1986	rtation personal Personal Auto Delina Kaministe Name Buyer
Mode of Transpor (State whether by auto, airline, etc.)	Personal Auto Delna Kaminski Name
Mode of Transpor (State whether by auto, airline, etc.) Jan. 8, 1986	rtation personal Personal Auto Delina Kaministe Name Buyer
Mode of Transpor (State whether by auto, airline, etc.) Jan. 8, 1986 Date	rtation personal Personal Auto Delina Kaminish Name Buyer Title

WHITE COPY-Commissioners Court Copy

Approved, Funds are available

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

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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:

4	ELIDA Kos	LER
4	DORIS WOL	
	TANE MAIN	
	SHIRLEY D	AVIS
Period:		FeB18
		Feb 18
Purpose of Trip:		ent Seminar
	in Hous	5 lon-
Places to be Visit	ed: <u>Her</u>	uston
Mode of Transpor (State whether by auto, airline, etc.)		Sianne Wilson Dianne Wilson Name County Clink
<u> -13-86</u> Date		Surty Clirk
* * * * * * * *	* * * * * * * * * ^.	* * * * * * * * * * * *
Approved: Commissio		
County Ju	vill ho	1-13-86
County Ju	laðe	Date

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# 5. CONSIDER APPROVAL OF COUNTY TREASURER'S QUARTERLY REPORT :

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 & cath for John Foster, Jr. & George M. Tickett, for Precinct 3 Constable's office. (Recorded in minutes in full)

#### 8. 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 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.

# BRACEWELL & PATTERSON

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2900 SOUTH TOWER PENNZOIL PLACE HOUSTON, TEXAS 77002 713 223 2900 CABLE BRACEPAT HOUSTON TELEX 76 2141 1825 EYE STREET N. W. WASHINGTON, D. C. 20006 202 828 5800 TELEX 89 2573 22 GROSVENOR SQUARE LONDON WIX ODY 01 491 4805 TELEX 23459 1650 AMERICAN BANK TOWER AUSTIN, TEXAS 78701 512 472 7800

BOB CASEY JR. PARTNER

January 2, 1986

- To: Each of the Individuals on the Attached Distribution 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 as L Bob Casey, Jr.

BC/pc Enclosure

165BCSQ

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#### 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. Stavincha 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

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#### 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 PROJ-ECT), 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.

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EXECUTED this 13th day of January, 1986.

AciE. Know. County Judge

Clerk

165BCSS

### RESOLUTION NO.

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 nonprofit corporation, pursuant to the Development Corporation Act of 1979, as amended, Article 5190.6, Vernon's Annotated Texas Civil Statutes (the "Act"), to act on behalf of the Unit to promote and develop industrial and manufacturing enterprises 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 of 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

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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:

<u>Section 1</u>. 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.

<u>Section 2</u>. 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.

<u>Section 3</u>. Except as the same may be amended by this Resolution, the Unit, acting by and through this Governing

-2-

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 immedi-ately from and after its adoption.

PASSED AND APPROVED this 13th day of January, 1986.

Juie, Ala Manne Judge

Clerk

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P.O. BOX 368 RICHMOND, TEXAS 77469 (713) 342-3411

#### OFFICE OF JOHN J. HAMMETT PURCHASING AGENT

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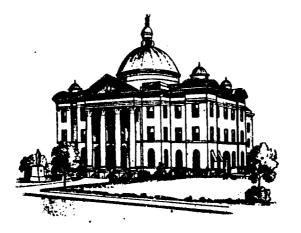
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# COUNTY OF FORT BEND

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 undersigned 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 Materials. 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 Purchasing Agent Hammett



**JOYCE TOMPKINS** 

COUNTY AUDITOR

### ATE OF TH BOUNTY OF FORT BEND

P. O. DRAWER 549 RICHMOND, TEXAS 77469

SHERIFF'S DEPUTY

SALARY\$ 24,336	
SOCIAL SECURITY1,741	
RETIREMENT1,704	
INS. (LIFE, AD&D, DENTAL)2,340	
TAC - UNEMPLOYMENT35	
WORKER'S COMP	
\$ 31,209	
1 810	

4800 36709 536709 50 50 50 50 50 50 50 50 50 50

not to exceed \$37,000

Qan 12, 1986

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**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

Gary E. Miller, M.D. Commissioner

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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,

Acri

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

STATE OF TEXAS

0030 COUNTY OF TRAVIS

# 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:

COUNTY agrees to employ one additional full time Deputy Sheriff who will be a Mental Health Specialist and hereinafter called Mental Kealth 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

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their nature appear to involve a mentally ill person. Except in emergency situations, the Mental Health Deputy <u>shall not</u> 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.

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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.

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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 herminate to the other party.

EXECUTED THIS 1.3 day of , 1986.

AUSTIN STATE HOSPITAL

FORT BEND COUNTY

Superintendent

Alavinoto tavinoha

/Jodie E. Stavinoha Pounty Judge

Page 2 of 2

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### 11. ADVERTISE FOR BIDS FOR COUNTY INSURANCE:

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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:

Q112 3

- 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.

ED SPIVEY 3006 CHERRY SPRINGS MISSOURI CITY, TX.

JAN BEATTY 423 IAND GRANT RICHMOND, TX.

PAT C. ROTEN 3411 GLENN LAKES MISSOURI CITY, TX.

MIKE SAENZ P.O. BOX 247-13301 HWY.6 STAFFORD, TX.

E.V. BLISSARD RT. 2, BOX 61-L RICHMOND, TX.

SUE P. GASTON 3010 CYPRESS PT. DR. MISSOURI CITY, TX.

CINDY GRILLO 806 MAYWEATHER RICHMOND, TX.

JOHN LOCKHART 1702 WILLOW RICHMOND, 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

1. Advertise for proposals on County Insurance.

The policies up for renewal are:

- 1. Medical
- 2. Life

2.

- 3. Workers Compensation
- 4. General Liability
- 5. Automobile Liability
- 6. Dental Insurance

- 7. Umbrella Insurance
- 8. Law Enforcement Insurance

Que March 17, 1986

Insurance recommendation for hiring a consultant.

Mr. James Hancock -- See attached information

12

### James P. Hancock III Owner

## Business Insurance Consultants

The Risk Co.

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 Politica! 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 1275" - never mind our clients' complaints or refusal to arbitrate in their best interests or behalf.

D. Our thoughts are "that it is just <u>Business</u> or <u>Money</u> - 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.

#### wholly owned subsidiary of Serenity Ltd.

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- Hereiter

### REFERENCES - PERSONAL

 Francis Scott Yeager - Financial Consultant to Independant Businesses; Retired Chairperson and Dean at the University of Houston School of Finance.
 (712) 664-1202

(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, Sever and Road contractor along with "off road" vehicle manufacturing. Contact "Jack" Holland, President (713) 495-1140

2. Hastings Truck and Equipment Company, Inc. - Aggragate 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) 694-9131

### CLIENTS - CONTINUED

- 5. C. J. Wofford, Inc. "Endependant 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.

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Thank you. -/04\_

James P. Hancock III

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Donald Mayo 1706 Cedar Drive Richmond 1-7367 Home: 341-7367 Bus.: 499-1669 3 و به به به به بر بر به به به به به به به به ب 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 www.www.www.com.www.www.www.www. Jan Beatty 423 Land Grant Richmond, Tx. 77469 Home: 341-7182 Bus: --Cindy Grillo 806 May Weather Richmond, Tx. 77469 Home: 341-8221 N 14 1 N 14 1 1 1 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	National Association of Counties
P.O. Box 7733 • Washington, D.C. 20044 INVOICE	P.O. Box 7733 • Wash., D.C. 20044
INVOICE NO.	INVOICE
CMS860	CMS FEE
	)
COUNTY MEMBER SERVICE FEE FOR 12 MONTHS	42157
BEGIN DATE END DATE	FORT BEND
03/31/86 03/31/87	
42157 FORT BEND MR JODIE STAVINOHA FORT BEND COUNTY JUDGE	AMOUNT . \$1,830.00
COURTHOUSE Richmond tx 77469	A second s
PETAIN THIS PORTION	PLEASE DETACH & RETURN THIS STUB WITH REMITTANCE
A Company of the standard and the second standards and the	
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### 15. CONSIDER APPROVAL OF CHANGE ORDER #1 IN THE AMOUNT OF \$55,947; PAY <u>APPLICATION #1 IN THE AMOUNT OF \$20,244 TO STREET/PETERS CONSTRUCTION</u> <u>CO; AND ARCHITECT'S SUPERVISION FEE IN THE AMOUNT OF \$161.95 FOR</u> <u>PRECINCT #1 MAINTENANCE FACILITY:</u>

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.

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	UPON COMPLET	E EXECUTION, RETURN THIS COPY TO
CHANGE OU260 ORDER AIA DOCUMENT G701	OWNER ARCHITECT CONTRACTOR FIELD OTHER	(S
PROJECT: Ft. Bend County I (name, address) Maintenance Faci. Crabb, Texas	Precinct No. 1 CHANGE OF	RDER NUMBER: One
TO (Contractor) Street/Peters Const PO Box 218949 Houston, TX 77218-	· CONTRACT	5 PROJECT NO: 8504 Construction of FOR: Ft. Bend Co. Precinct No. Maintenance Facility Crabb, Texas
		DATE: November 25, 1985
You are directed to make the following	g changes in this Contract:	
Specification Section 10B, Add	ates as shown on Sheet A-1, ar Part 2. A. 9. "Wire Fabric Fe ipment as shown on Sheet A-5,	nœ" \$19,000.00
Specification Section 11B,	"Automotive Service Equipment	\$36,947.00
TOTAL THIS CHANGE ORDER		\$55,947.00
	•	
The original Contract Sum was . Net change by previous Change Orders The Contract Sum prior to this Change Order The Contract Sum will be (increased) ( <b>HKM</b> ) The new Contract Sum including this Chan The Contract Time will be ( <b>INCREDOD</b> ) ( <b>HKM</b> ) The Date of Completion as of the date of th	er was . xxxxxx) (xxxxxxxxxxxxx by this Change Order ge Order will be	
CHRIS DI STEFANO & ASSOC., INC ARCHITECT 2500 CityWest #2010	• <u>Street/Peters Const. Co., Ir</u> CONTRACTOR PO Box 218949	OPWICER Box 368
Address Houston, Texas 77042	Address Houston, TX 77218-8949	Address Richmond, TX 77469
or Att Stefano	BY WayniBut	BY
DATE 1/7/86	Wayne Burke	
	January 7, 1986	a ta anna an
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### ITEMS FOR COURT AGENDA:

### INVOICE:

TO:

FROM:

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

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

January 7, 1986 ·

- RE :

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DATE:

PROJECT:

anuary 7, 1900.

PAYMENT APPLICATION #1 FROM CONTRACTOR SUPERVISION FEE ON #1 FROM ARCHITECT

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

ds. CHRIS DI ST AIA

cc: County Treasurer Commissioner Pct. 1

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ARCHITECT'S CERTIFICATE FOR PAYAENT In accordance with the Contract Discussion based on master local values are the data complexing the provided on the local certifies to the Owner that the Work may be according to the prov- indicated; that to the best of the knowledge on improvided to an the quality of the Work is in according to improve the complexity of ments; and that the Contractor is en block to payment of the Work is in CERTIFIED.	CONTRACTOR: Street/Peters Construction Co., Inc. By: Way Br. Date: 12-31-85	Othe undersigned Contractor certifies that to the best of the knowledge Opiniormation and belief the Work covered by the contract Poco Payment has been completed in accordance with the contract Poco ments, that-all amounts have been paid by from the Work of which previous Certificates for Payment were issued and payments incomes from the Owner, and that current payment shown berein to build and		CHANGE ORDER SUMMARY         Change Orders approved ADDITIONS         in previous months by         Owner         TOTAL         Approved this Month         Number         Date Approved	ATTENTION: Mr. Jodie Stavinoha County Judge County Judge Crabb, Texas Crabb, Texas	APPLICATION AND CERTIFICATE FOR PAYMENT TO (Owner): Fort Bend County Commissioners Ct. PROIECT Fort Bend Cou Fort Bend County Courthouse Precinct One Richmond, Texas 77469 Crabb, Texas
MOUNT CERTIFIED Ching Di Stepano 1-6-86	state or TEXAS Count of HAPPLIS Subscriber and the property 31 day of Necember 1985 Near Tuber North Ask Matchings No Commission expired 4/29/86	LESS PREVIOUS CERTIFICATES FOR PAYMENT	TOTAL COMPLETED & STORED TO DATE       \$ 21,309.00         Loborn Com Construction Construction Construction Committee       \$ 1,065.00         RETAINAGE       5 00         or total in Column I on Construction       \$ 20,244.00         TOTAL EARNED LESS RETAINAGE       \$ 20,244.00	The prevent status of the account for this Contract is as follows: ORIGINAL CONTRACT SUM	Building Construction ARCHITECTS Maintenance Facility PROJECT NO: 8504 CONTRACT DATE: November 25, 1985 Application is made for Fayment, as shown below, in connection with the Contra Continuation Sheet, AIA Document G703, is attached.	IT AIA DOCUMENT C702 PACT ONE OF 3 PACT nd County APPLICATION NO: 1 Distribution to: t One Maintenance Facility Texas PERIOD FROM: Inception ARCHITECT TO: 12-31-85 ACCUTRACTOR

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Contractor's signed Certification is attached. Use Column 1 on Contracts where variable retainage for line items may apply. In tabulations below, amounts are stated to the nearest dollar. 9f TOB 10A B 67 អ្ន ₽ β E 20 8 Ы ¥ TOB 9D,G Resilient Floor & Carpet 9C,E Paint & Wallowering 9A, B Drywall & Acoustical Work 8C,D Glass & Glazing ₿Å 7A 55 ITEM œ 留 20 В TOB ROT EOT Ĥ ≥ W.S. & T.H. Wire Mesh Partitions Wood Doors & Alum. Frames Structural Excavation Mobilization & Startup Overhead Doors Finish Hardware Allowance Termite Treatment Testing Lab Allowance Graphics Allowance Misc. Metals Masonry Drilled Piers Metal Shelving Allowance DP & Flashing Pre-Engineered Bldg. Concrete Work Toilet Accessories Ceranic Tile Hollow Metal Insulation Caulking & Sealants Millwork & Toilet Part. Lockers arpentry DESCRIPTION OF WORK SCHEDULED 52,257 74,415 12,000 1,200 7,396 5,800 **V-ALUE** 16,450 8,150 4,500 3,080 1,000 3,150 10;538 13,371 2,300 2,185 4,795 6,000 3,594 3,000 2,800 2,000 3,160 1,300 1,500  $\cap$ 830 ,900 500 700 Applications Previous Ċ WORK COMPLETED More in Place 5,800 400 This Application Stored Materials TOTAL COMPLETED AND STORED D-E-F PERIOD FROM: Inception TO: 12-31-85 APPLICATION DATE: 12-31-85 ARCHITECT'S PROJECT NO: 8504 5,800 400 റ Ċ,° 100 40 BALANCE TO FINISH 74,415 12,000 52,257 ċ 10,538 13,371 3,080 1,200 7,396 I 16,450 8,150 3,000 4,500 2,300 2,800 4,795 6,000 2,185 1,300 2,000 3,160 3,150 1,500 3,594 1,900 600 830 700 500 RETAINACE 290 20

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

AIA DOCUMENT G703

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APPLICATION NUMBER: 1

PAGE 2

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Invoice No: 26

1/9 cc: Comm. Pustka Comm. Denham 00265 Comm. Pressley Comm. Lutts Co. Treasure Co. Clerk Co. Engineen Sanders Associates Ind Architecture • Interior Design 2412 South Boulevard Houston, Texas 77098 713 522-9733

### 0030

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

Date: 1 January 1986

Fort Bend County Library Re:

Project No: 83011

For Professional Services during the month of December

**Bidding Review & Recommendations** 

\$2,175.00 29 hrs. @ 75.00 32.51

\$2,207.51

TOTAL

Expenses

Fee Summary: 92% of \$75,000.00

nudera Paul H. Sanders

November Past Due - \$1,166.24

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### INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES

THE STATE OF TEXAS § § KNOW ALL MEN BY THESE PRESENTS: COUNTY OF HARRIS §

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").

### <u>WITNESSETH</u>:

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,

Cooperation Act, Interlocal Texas the WHEREAS, TEX.REV.CIV.STAT.ANN. art. 4413 (32c), authorizes and encourages local political and between by agreements into entry subdivisions for the provision of governmental functions and services and administrative functions; and,

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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 -- <u>Services in General</u>.

Page 2

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.

Page 3

00268

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.

FORT BEND COUNTY, TEXAS CITY OF HOUSTON, TEXAS ("County") ("City' Turno County Judge Mayor of City TTEST/SEAL: ATTEST/SEAL: Clerk City Secretary COUNTERS LONED: City/Controller

DATE OF COUNTERSIGNATURE:

February 05, 1986

APPROVED AS TO FORM:

Page 4

leum & Maca Assistant City Attorney

**APPROVED:** artment Housto

APPROVED: Fort Bend County EM

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AMBULANCE HOUSING AGREEMENT CITY OF RICHMOND AND FORT BEND COUNTY

### STATE OF TEXAS COUNTY OF FORT BEND

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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 Matak City Secretary 

· By Thiluna & Mon

Mayor

FORT BEND COUNTY

Tavins By County Judge

ATTEST:

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510 inne Tulson -County Clerk

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### 20. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF \$96,890 TO WARRIOR CONSTRUCTORS INC. ON LIBRARY PROJECT:

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) 1

### 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

-5-

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AIA DOCIMENT CON . APPLICATION AND CEP	ARCHITECT'S CERTIFICATE FOR PA In accordance with the Contract Documents, based on on-site obser- vations and the data comprising the above application, the Architect certifies to the Owner that the Work has 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 Docu- ments; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.	TOTALS889, 425.0059,081.96Net change by Change Orders830, 343.00The 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 Docu- ments, 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:Januar Mark LogBy:Januar Mark LogBy: <th>ATTENTION: County Engineers 0: Mr. Karl Baker CONTRACTOR'S APPLIC CHANGE ORDER SUMMARY Change Orders approved Owner TOTAL 889,425.00 Approved this Month Number Date Approved</th> <th>APPLICATION AND CER TO (Owner): Fort Bend County Commissioners Court</th>	ATTENTION: County Engineers 0: Mr. Karl Baker CONTRACTOR'S APPLIC CHANGE ORDER SUMMARY Change Orders approved Owner TOTAL 889,425.00 Approved this Month Number Date Approved	APPLICATION AND CER TO (Owner): Fort Bend County Commissioners Court
CERTIEICATE EOR DAVAGNIT . ADDII 1978 EDITION .	TE FOR PAYMENT used on on-site obser- lication, the Architect gressed to the point formation and belief, the Contract Docu- ment of the AMOUND ECEDIVIE	b) 59,081.96 830,343.00 e best of his knowledge, oy this Application for yith the Contract Docu- im for Work for which and payments received own herein is now due. CTORS , INC. CTORS , INC.	ineers Office CONTRACT FOR: aker Fort Bend County 1001 Golfview Richmond, Texas APPLICATION FOR PAYMENT DEDUCTIONS 0FDUCTIONS 059,081.96	TIFICATE FOR PAYME PROJECT: FORT Rich
		Column G on G703) RETAINAGE%	ARCHITECT'S       ARCHITECT'S         PROJECT NO: 82105         77469       CONTRACT DATE: June 20, 1983         Application is made for Payment, as shown below, in connection         Continuation Sheet, AIA Document G703, is attached.         The present status of the account for this Contract is as follows:         OKIGINAL CONTRACT SUM[. CMS.]	Image: NT AIA DOCUMENT G702       PAGE ONE OF PAGE ONE OF PAGE         BEND COUNTY: LIBRARY       APPLICATION NO: 809-21       Distribution to:         BOND, Texas       PERIOD FROM:       12-1-85       OWNER         TO:       1-3-86       CONTRACTOR

DUCLOMENT GAZ · APPELICATION AND CERTIFICATE FOR PAYMENT · APRIL 1978 EDITION · AJA\* · @ 1978

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CONTINUATION SHEET	IET	AIA DO	AIA DOCUMENT G703	-			•	PAGE 2	OF PAGES
AlA Document G702	AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing	ERTIFICATE FOR	PAYMENT, contaii	ning	•	APPLICATION NUMBER: APPLICATION DATE:		MBER:	
In tabulations below	In tabulations below, amounts are stated to the nearest dollar.	the nearest dollar.				PERIOD FROM:	5 <u>8</u>	I	
Use Column I on Co	Use Column I on Contracts where variable retainage for line items may apply.	etainage for line it	ems may apply.	· .	•	TO: ARCHITECT'S PROJECT NO:	TO: "S PRO	IECT NO: 82105	05
>	σ	0	ס			G		I.	_
				WORK COMPLETED		INTAL COMPLETED			
ITEM DESCR	DESCRIPTION OF WORK			This Application		AND STORED	ດີ 	BALANCE	RETAINAGE
20			Applications	Work in Place	Stored Materials (not in D or E)	(D+E+F)		() () ()	
BP-1 Sitework		391,786	391,786	-0-	-0-	391,786	100	-0 -	19,541
	ral	1,414,129	1,414,129	þ	0-	1,414,129	100	4 - - -	21,212
	& Granite	997,843	994,109	3,734	ò	997,843-	6		99 <del>,</del> 784
····	HS .	450,880	441,271	3,826		445,097	( <u></u>	5,783	44,510
BP-5 Architec	Architectural Woodwork	169,000	157,008	11,992-	Ģ	<del>1</del> 69 <del>,</del> 691	đ	þ	006,91
BP-6 Insulation	ion	27,000	27,000	þ		27,000	100	þ	2,700
BP-7 Roofing		133,800	133,800		-0 -	133,800	100	- -	13,380
BP-8 Glazing	Glazing••w/Alt. \$1	688,176	677,210	10,966	.) 1	688,176	100	þ	818,86
BP-9 Plaster		98,390	98,390	Ļ	-0-	98,390	100	Ģ	9,839
0		162,995	162,995	-0 -	0	162,995	100	Ļ	16,300
÷		32,820	32,820	þ	þ	32,820	100	þ	3,282
	cal	104,204	103,162	ę	-0-	103,162	66	1,042,	10,316
		164,930	133,872	31,058	-0-	164,930	100	þ	16,493
		37,076	29,661	3,707	<b>0</b>	33,368	90	3,708	3,337
		111,802	111,802	6	þ	111,802	100	þ	11,180
74 RP-16 Heat. Vent.	ent. & A/C	468,428	463,744	4,684	Ģ	. 468,428	100	þ	46,843
		145,695	145,062	633	0-	145,695	100	þ	14,570
	cal	474,436	463,486	ę	ę	463,486	86	10,950	46,349
		19,472	20,373	ę	-0 -1	20,373	100	(901)	2,037
	Testing Lab Allowance			70-400				20,582-	467,391

s.,

AIA DOCUMENT G703 • CONTINUATION SHEET • ATTACK WAT AND DUTY SUBJECT • A TACK

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AIA Do Contrac In tabul	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.	CERTIFICATE FOR 1. the nearest dollar.	PAYMENT, contai	ining		APPLICATION NUMBER: APPLICATION DATE: PERIOD FROM: TO:	n NUN DN DAT DM: TO:	4BER:	
, Usc Cu		0				ARCHITECT'S PROJECT NO:	'S PROJ	ECT NO: 82105	
>	8	<sup>°</sup> C	D	E	٦	G		Ŧ	- 1
T				WORK COMPLETED		TOTAL COMPLETED			
ITEM	DESCRIPTION OF WORK	SCHEDULED		This Application	ication	AND STORED	~	BALANCE	
Z o		VALUE	Previous Applications	Work in Place	d Materials in D or E)	ID DATE	(C÷C)	(C-G)	
	General Conditions	375,942	306,935	34,257	- -0-	3,41,192		34,750	
	Bond, OP, AGC & B/R	67,097	64,113	<b>-</b>	- -	64,113		2,984	
<u></u>	Subtotal	6,535,901	6,372,728	41 ≠≦: 104 <del>,</del> 857	<b>-P</b>	6, 4 12 11 1 6, 477, 585		58,316	
	FEE 4%	259,507	254,910	4,194	0	259,104		403	
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			-						
						·			1
	Subtotal	6,795,408	6,627,638	109,051	ò	6,736,689 6,731,048	<b>66</b>	58,719	
IN DO	AN DOCUMENT C703 . CONTINUATION SHEET . APRIL 1978 EDITION . AND	ET • APRIL 1978 E	DITION . AIA®	• © 1978					, ut.)

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OU275 CONTINUATION SHEET

AIA DOCUMENT G703

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PACE 3 OF

PAGES

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# WARRIOR CONSTRUCTORS, INC.

00276

# ESTIMATE #809-21 DATE 1-3-86

# LABOR

KEY PAYROLL	AMOUNT
KEY LABOR	4,558.34
NON-UNION PAYROLL	•
FIELD OFFICE	-0-
	4,558.34
24% INSURANCE & TAXES	1,094.00
24.8% FRINGE MENEFITS	1,130.47
TOTAL KEY & NON-UNION PAYROLL	

6,782.81

# FIELD PAYROLL

# TOTAL FIELD PAYROLL

### TOTAL PAYROLL

# 14,224.73

7,441.92

### WARRIOR CONSTRUCTORS, INC.

MATERIAL

.

### 00277 ESTIMATE #809-21

DATE 1-3-86

DATE	INVOICE #	VENDOR	AMOUNT
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

TOTAL

16,325.24

		RIOR CO					
PF	OJECT_FBU		MENT NEO	DEST NO			
				·	1.3.86	······	
( Pi	ETTY CASH TICKETS ARE TO BE LI	STED HEREON	ND ATTACHE	DATE	and a second		ISTED.)
	VENDOR			RIPTION	COST	CODE	AMOUNT
_	Harvey Kidds 66		tate Inc	oection	300-01	500	10,50
	Corner Pantry	7	Silet Pa	oer-	100-39	500	1.99
-			11	(1	100-39	500	1.99
L	1.5. Postal Service		Postage		100-39	500	7.64
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	TOTAL	AMOUNT OF RE	IMBURSEMEN	T CHECK NO.			22.14
ou	NT OF PETTY CASH FUND	S	129.11	SEND TO		Gerych	
	ATAL AMOUN	T THIS BURSEMENT S	22.14	ADDRESS	9625 Ceo	lardale	
	Jonn	E ON HAND S	106.97		Houston, T	To 770	65

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## WARRIOR CONSTRUCTORS, INC.

## 00279

## EQUIPMENT RENT

ESTIMATE #809-21 DATE 1-3-86

## OUTSIDE RENT

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DATE	INVOICE #	VENDOR	AMOUNT
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
112285	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 OUT	SIDE RENT		1,698.83
COMPANY E	QUIPMENT -		2,008.00
TOTAL REN	r		3,706.83

## 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:

the state of the s

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, 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 2/2 day of December, 1985.

Kendleton Independent School District

icits m Chairman of Trustees

ATTEST: in suc Secretary

<u>nuany</u>, 198<u>6</u>. SIGNED this 13 day of ( County of Fort Bend County Judge

ne Thilson ATTEST 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, 198 \_\_\_\_, and must be renewed annually thereafter.
- It is expressly understood and agreed by the parties hereto that this agreement will have 9. no force or effect until duly executed by all parties.

SIGNED this 19 day of December, 1985.

Needville Independent School District

Chairman of Trustees ATTEST: Secretary SIGNED this <u>13</u> day of <u>January</u>, 198<u>6</u>. County of Fort Bend <u>Date Marinetta</u> County Judge ATTES nne

County Clerk

ie.

<b>QU30</b> REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT	
On this <u>10</u> day of <u>January</u> , 19 <u>86</u> , before	the
Fort Bend County Commissioners Court came on to be heard and reviewed the accompany	ing
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 Layin	8
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	<b>.</b>
County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend Count	<b>у</b> -
Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the	
day of, 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 Statut	.es.
Upon Motion of Commissioner <u>Denham</u> , seconded by Commissionér	
Pressey, duly put and carried, it is ORDERED, ADJUDGED AND DECREEN	) 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.	

<u>S</u> COUNTY BY

Presented to Commissioners Court and approved. Recorded Volume 30 Minutes of Commissioners Court.

CLERK OF COMMISSIONERS COURT

Elida Kosle BY Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

23

App1. # 80723

00287

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, Assistant Enginee

--3-86 Date (1) Complete Application Form Name of road, street and/or a. highway affected Map or plat showing course or ь. direction Plans and specifications. c. (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. PERMIT NO.

proposes

2

Formal notice is hereby given that <u>Fort Bend Telephone Company</u>, 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					
Warncke Road	: : 2601' northeast of Thuesen	: : 60'	X			:
	:	:	:	•		
	:	:	:			
	:	:	:		,e <sup>t</sup>	:
	:	:				

Cable, Conduit and/or Pole Line To Parallel Following County Roads and/or Ditches Within Right of Way

	: Distance & Direction From : Nearest Intersection	: To :	: Distance :
	:	*	
Anna ( Maria Maria Manina Maria Cara and Anna Maria Manina Maria Mari			) 
	i :	:	
		:	; ;

#### General Description

Bore under	Warncke	Road,	approximately	2601	feet	northeast	of	Thuesen	Road.	Cable
	48								······	

is to have minimum 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

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

(713) 342-2863

COMPANY NAME: Fort Bend Telephone Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
(Signature)
(Signature)
NAME & TITLE <u>Mike Smerek</u> Engineer (Please Print)
(Please Print)
DATE: January 3, 1986
ADDRESS P. C. Box 1127
(Street/P.O. Box)
Rosenberg, TX 77471
City State Zip
City State Zip TELEPHONE NO: 342-4651

Comm. Danham

FORT BEND COUNTY OF

5

8AM to 5 PM Service on Switchboard - Monday through Friday

-----342-3411 FORT BEND COUNTY-----------342-3411 ADMINISTRATIVE COORDINATOR--500 Jackson, Ric----------342-2761 ADULT PROBATION--118 Legion Drive, Ric--AMBULANCE Administrative and Non-Emergency--4336 Highway 36, Ros-----Emergency Only----------342--2100 Emergency Only---------1-800-833-8382 IMAL CONTROL-2720 Blume, Ros-----342-1512 After 5:00 PM and weekends-----342-6116 ANIMAL CONTROL-2720 Blume, Ros-----------342-3411 AUDITOR--500 Jackson, Ric-------342-3411 BAIL BOND BOARD-401 South 3rd, Ric---------342-3411 BUILDING MAINTENANCE-500 Jackson, Ric----COMMISSIONERS Commissioner Pct. No. 1, Johnnie Pustka Office--2801 FM 2218, Ric-----Road and Bridge Maintenance--Commissioner Pct. No. 2, East End, Ben Denham Office and Road & Bridge Maintenance--400<sup>1</sup>/<sub>2</sub> Coen Road, Arcola-----431-0555 West End, Ben Denham Office and Road & Bridge Maintenance--9110 Long, Needville---------342--0508 -----(409) 793-4775 Or-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 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--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

Page 2 FORT BEND COUNTY OF CONTINUED

00290

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UU~3U	
COUNTY TREASURER, KATHY HYNSON500 Jackson, Ric	342-3411
DATA PROCESSING500 Jackson, Ric	342-3411
DISTRICT ATTORNEY, BILL MEITZEN-500 Jackson, Ric After 5:00 PM and weekends	342-341 <u>1</u> 342-0577
DISTRICT CLERK, IRENE WLECZYK500 Jackson, Ric	342-3411
DISTRICT COURTS	
District Court No. 240 Judge Charles Dickerson500 Jackson, Ric	342-3411
District Court No. 268 Judge A. Reagan Clark500 Jackson, Ric	342-3411
District Court No. 328 Judge Thomas Stansbury500 Jackson, Ric	342-3411
DRAINAGE DISTRICT	
Drainage Office3407 Avenue F. Ros	3422863
Maintenance Yard6400 Homestead Road, Ros	232-6081 342-0141
County Engineer3403 Avenue F. Ros	
EMERGENCY MANAGEMENT, OFFICE OF1809 Eldridge Road, Sugar Land Emergency Operation Center307 Fort Street, Ric	491-8917 342-4274
EXTENSION SERVICE	
County Extension Agent1436 Band Road, Ros	342-3034
Home Economics1436 Band Road, Ros	232-7661
4H and Youths1436 Band Road, Ros	232-4591
Entomologists1436 Band Road, Ros	2322222
FAIRGROUNDS4310 Highway 36, Ros	
FIRE MARSHAL307 Fort Street, Ric	342-7359
HEALTH DEPARIMENT	
Nursing Division3409 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 Ward118 Legion Drive, Ric	342-2761
Justice of the Peace Pct. No. 2, Place 1 Judge George Molina-4169 Highway 521, Fresno	
JUSTICE OF THE PEACE PCT NO 2, PLACE 2 Place 2, Judge Gary Fredrickson9105 Main, Needville Or	342-7807 (409) 793-3403
Justice of the Peace Pct. No. 3 Judge Robert Stahl13401 Southwest Freeway, Sugar Land	494-7169
Justice of the Peace Pct. No. 4 Judge James C. Adolphus939 Eldridge Road, Sugar Land Or	491-1814 491-6016

Page 3 FORT BEND COUNTY OF CONTINUED

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JUVENILE PROBATION AND DETENTION301 Fort Street, Ric	341-4423
LIBRARY	
Main1001 Gølfview, Ric	<b>342-4</b> 455
Needville Branch9230 Gene Street, Needville	(409) 793-4270
Stafford Branch320 Dulles Avenue, Stafford	491-8086
MENTAL OUTREACH CLINIC1601 Main, Room B06, Ric	342-6384
PERSONNEL500 Jackson, Ric	342-3411
PURCHASING-500 Jackson, Ric	342-3411
SANITARY LANDFILL-330 Klauke Road, Ros	342-1288
SHERIFF DEPARIMENT, GUS GEORGE, SHERIFF1410 Ransom Road, Ric	
Emergency	342- <b>6</b> 116
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 Courthouse500 Jackson, Ric	
Needville Substation-9110 Long, Needville	(409) <b>793-</b> 3411 <b>342-05</b> 08
Sugar Land Substation1514 Parkway Blvd., Sugar Land	242-4311
VEHICLE MAINTENANCE1410 Ransom Road, Ric	342-6134 232-7108
VETERAN'S SERVICE-401 South 3rd Street, Ric	3 <b>42</b> -3411
WELFARE401 South 3rd Street, Ric	342-3411

FORT	BEND	COUN	ΠY	INFORMAT	LION	
ALI	NUME	JERS	NOT	LISTED	ABOVE	2-3411

# COUNTY OF FORT BEND

OFFICE OF PHILIP W. CROSBY SR. VEHICLE MAINTENANCE SUPERVISOR

December 13, 1985

P.O. BOX 971 RICHMOND, TEXAS 77469 (713) 342-6134

66

TO: Commissioners Court

FROM: Philip W. Crosby

SUBJECT: Resignation

Please accept my resignation effective January 21, 1986.

al S.

in the second second

#### PUBLIC NOTICE

0030

00293

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 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 FORDE) 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.

2 **\*\***\*

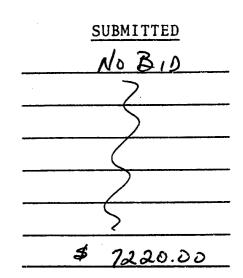
-6-

BID ITEM: TRAILER, PORTABLE BUILDING

BID NUMBER: 86-2

## **VENDORS NOTIFIED BY LETTER**

<u>COMPANY</u> CARY-WAY BUILDINGS GELCO SPACE MOBILE MODULAR MODULAR SPACE CORP. MORGAN BUILDINGS SPACE-CO BASE MATERIALS



005296" ---

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.	<u></u>
CHUCK DAVIS CHEV.	
CHUCK MILLER FORD	
DOUG RUSSEL CHEV., INC. DUB MILLER FORD EAST BERNARD FORD	
GEORGE PHARIS CHEV., INC.	
HARRY SHANKS CHEV.	
HELFMAN FORD-	<u> </u>
JIMMY GREEN CHEV.	0 
JOE CAMP FORD	
JOE HUBENÄK CHEV., INC	
KNAPP CHEV.	والمستعمل والمراجعة والمراجعة والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع والمراجع
LAMARQUE FORD OF TEXAS, INC.	
LEBLANC-WALDROP CHRY-PLY	
MORT HALL FORD-	
MCMILLAN FORD	
RUSSEL & SMITH FORD	
RON CRAFT CHEV., INC.	
SAN JACINTO FORD	and the second
SOUTH LOOP FORD	
Balleria area Ford- mat Haik Ford-	V
mat Haik Ford -	
GILMAN DODGE 🗸	
Laurence Marshall cher -	<u> </u>

#### AGENDA FORT BEND COUNTY COMMISSIONERS COURT COURTHOUSE ANNEX, RICHMOND, TEXAS REGULAR SESSION MONDAY, JANUARY 20, 1986 9:00 O'CLOCK A.M.

- 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. <u>10:00 a.m.</u> 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. <u>1:15 p.m.</u> 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 ELLED BOR RECORD
- 22. Adjournment.

	JAN1 6 1986	Jodia Sodie	E. July Vinoha, County Ju	Jun
	Sterne Thatsen	•		
I certify that th	<b>County Claix, Fort Bend Co.</b> , agenda wa	is posted on the	ne bulletin board	, County
Courthouse and gl January 16, 1986	ass panels, Court	thouse Annex, F	Richmond, Texas of	n Thursday,

1

0030

#### AGENDA FORT BEND COUNTY DRAINAGE DISTRICT BOARD COURTHOUSE ANNEX, RICHMOND, TEXAS MONDAY, JANUARY 20, 1986 1:15 O'CLOCK P.M.

- 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.

ľ

FILED FOR RECORD 31102 JAN1 6 1986 k. Fort ii und Co., Tex.

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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 <u>J: Sp. M.</u> by <u>M.</u> County

#### 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.

EILED BOR RECORD 8:50 JAN17 1986

E Stavinoha, 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 <u>7:00 a.m.</u> by **D. January** 



## 0030

\*

#### REGULAR SESSION

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 COMISSIONER 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/21/86
	Date of Return/ 22/86
Purpose of Trip:	1 day conference
Places to be Visit	ted: Auspin
Mode of Transpor (State whether by auto, airline, etc.)	personal )
1/14/86 Pate	Comity / neaserer Title
* * * * * * * * * op <b>rov</b> ≩d: Commj <b>s∯io</b>	<b>pers'</b> Court
County Ju	winother 1-20-86

WHITE COPY--Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per D

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

4) 00301

## 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:

<u></u>	
	_
Date of Departure_	2-26-86
Date of Return	2-28-86
Construction insp	Dection - concrete
ed:Austin	
tation personal Precinct 3 vehic	le Un Branky
	Name
C	ommissioner Title
ners' Court	
	Construction insp ed: <u>Austin</u> tation personal Precinct 3 vehic 

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Experi

GOLDENROD COPY-Department Copy

COUNTY OF FORT BEND

00303

GOLDENROD COPY-Department Copy

Elenne autor

### **Travel Authorization**

#### TO: COMMISSIONERS' COURT

١

WHITE COPY-CO

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

Dois Frederi	Lck		
O. L. Sheard	1		
Glen Crocker			
Period:	Date of Departure	XXXEXXE	2-17-86
	Date of Return _	2-19-86	
Purpose of Tr	ip:Public Works	Short cours	;e
Places to be	Visited: <u>Texas A &amp;</u>	M College	e Stateon
Mode of Tran (State whethe auto, airline, e	r by personal		ly Nagne D. At
1-16-86 Date		Co Com	
* * * * * *	* * * * * * * *	* * * * *	* * * * * * * *
pproved: Commi	signers' Court		<u>1-20-86</u> Date
ers Court Copy CANA	RY COPY—⊺≀aasurer's Copy - Per Diem	PINK COPYAttach	to Travel Expense GOLDENROD COP

COUNTY OF FORT BEND

### **Travel Authorization**

### TO: COMMISSIONERS' COURT

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

Jodie E. Stavinoha mussionen Ð February 25, 1986 Date of Departure\_\_\_ Period: February 27, 1986 Date of Return \_\_\_\_ Purpose of Trip: 28th Annual County Judges & Commissioners Conference at Texas A&M College Station, Texas Places to be Visited: Mode of Transportation (State whether by personal auto, airline, etc.) \_ Personal Name 1-15-86 **County** Judge Date Title Approved: Commisglopers' Cou 0-86 County Judae

WHITE COPY-Commissioners Court Copy

Ì

CANARY COPY-Treasurer's Copy · Per Diem

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

County of Fort Bend

00305 FUNDS Available in Dept. Course free W/Discount living ARRANGEMENTS

#### Travel Authorization

TO: COMMISSIONERS COURT

Fox

DEANN

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

1-19-86 Period: Date of Departure 1-24-86 Date of Return Probation Officer's TRAINING Basic Purpose of Trip: for Certification Places to be visited: SAM Houston State University Mode of Transportation (State whether by personal Personal Automobile / Funns Available auto, airline, etc.) Sterling Moore <u>1-14-86</u> DATE acting Chief Juvenile afficer APPROVED: COMMISSIONERS' COURT , MM 1-20-86



## **CRIMINAL JUSTICE CENTER**

Sam Houston State University Huntsville, Texas 77341-2296

**Professional Programs** 409/294-1694 294-1679

December 13, 1986

00306

MEMORANDUM TO: Juvenile Chief Probation Officers

FROM:

#### ЖU 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, remem-ber 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.

Houston State University Is An Equal Opportunity/Affirmative Action Institution

00307



JOYCE TOMPKINS

COUNTY AUDITOR

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 byce Tom mph Tompkins **County Auditor** 

## NON-FEE OFFICER'S REPORT

COMMISSIONERS' COURT

## DECEMBER 1985 .

CHILD SUPPORT	600.00
HEALTH AND SANITATION	311.00
AMBULANCE	8432.50
ANIMAL CONTROL	2012.00
SANITARY LANDFILL	89,268.96
LIBRARIES	1721.89
INDIGENT CARE	154.00
FAIRGROUNDS	4347.50
ADULT PROBATION (FUND 99)	21,439.56
JUVENILE PROBATION	740.00
COUNTY ENGINEERING	200.00
BAIL BOND BOARD	
TOTAL FOR THE MONTH	129,227.41

TOTAL FOR THE MONTH



JOYCE TOMPKINS

COUNTY AUDITOR

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 indentified 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

very truly, Timplan A L oyce Tompkins County Auditor

TEE OFFICERS REPORT

COMMISSIONERS COURT

DECEMBER 1985

0.557.055	FEES OF OFFICE TO	ROAD	MISC. FEES	TOTAL AMOUNT
OFFICER	GENERAL FUND*	ہ BRIDGE**	ھ REFUNDS***	COLLECTED
County Judge	909.50		- <u></u>	<u>909.50</u>
County Clerk Civil2306.75				
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 Civil3453.00				
Criminal 2351.50	5804.50		38,889.00	44,693.50
J.P.#1 227.00 Civil				
Criminal 11,694.26	13,041.26		3070.24	16,111.50
J.P.#2-1 271.00 Civil				
Criminal4326.50	5966.50		920.00	6886.50
J.P.#2-2 42.00 Civil		·.		
Criminal_16,753.75	16,895.75		4622.75	21,518.50
J.P.#3 Civil285.00	•			
Cximinal 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
Coastable #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
TOTAL	220,216.14	20,962.25		353,780.12

\* County Revenues deposited into the General Fund.

\*\* County Reveneus 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. Attorny are revenues deposited into the D.A. Bad Check Fund.

## TAX COLLECTOR

## DECEMBER 1985

12/18/85

NOV	85	HIGHWAY	FEES	46238.51
 TITL	ES			7910.00

54148.51

#### N :----Order Approving County Treasurer's Quarterly Report -----IN THE COMMISSIONERS' COURT FORT BEND COUNTY, IN THE MATTER OF THE QUARTERLY REPORT OF KATHY HYNSON Treasurer, Fort Bend County, Texas of the Commissioners' Court of Fort Bend County, Texas, came on for examination the Quarterly Report of ..... ....

FUND	BEGINNING CASH BALANCE Date 10/01/85	RECEIPTS	DISKURSEMENTS	ENDING CASH BALA, CE Date 12/31/85	OUTSTANDING INVESTMENTS	ENDING BALANCE
GENERAL FUND	471.154.70	6,910,544.071 1,598,470,488	3,860,000.001 5,301,649,53D	(181.480.28)	2,850,000.00	2,678,519.72
ROAD & BRIDGE	( 16,555.76)	3,672,205.951 321,952.40R	2,048,929.60I 1,844,247.43D	84,425.56	1,350,000.00	1,434,425.56
INSURANCE ESCROW	33,815.57	224,595.221 41.739.87R	139,543.041 148.609.43D	11,999,19	90,000.00	101,999.19
TAX COLLECTOR'S	***		*** 0***			<b>6. 6. 6</b>
719/LR	224,290.54	1,503,398.041 77,163.99R	749,688.501 612,949.69D	442,214,38	200,000.00	642,214.38
LATERAL ROAD	161,978.09	R	150,000.001 13,030,09D	( 1.052.00)	150,000.00	148,948.00
REVENUE SHARING EP 13	10,847.11	R	D_	10,847.11		10,847,11
REVENUE SHARING EP 14	42,682.40	R	3,977.75D	38,704.65		38,704.65
REVENUE SHARING EP 15	105,129,99	233,166.52I	199,543.041 4,624.05D	134.129.42	150.000.00	284.129.42
REVENUE BHARING EP 16	36.699.65	254,370.091 193,010.00R	200,303.441 117,390,56D		125,000.00	291,380.74
COUNTY LAW LIBRARY	61,031.92	19,870.261 4,407.00R	82,000.001	3,309.18	82,000.00	85,309.18
VOTER REGISTRATION	14,044.64	K	1,337.13D	12,707.51		12,707.51
	4,173.42	6,494.27R	4,410,48D	6,257,21		6,257.21
DA BAD CHECK COLLECTION	( 33.64)	5,301.10R	5,267.46D			
DA SUPPLEMENTAL SALARY			D	1.50.00 -		150.00
DA URESA	150.00	856,940.871	650,000.00I			699.824.72
LIBRARY BUILDING AVAILABLE	668,022.65	<u>500.00R</u> 6,077.75I	525.638.80D	349.824.72	350.000.00	
LIBRARY DONATIONS	25_64	<u>1,979.80R</u> _	<u>1,263_68D</u>	<u> </u>	<u></u>	6,819,51
BRISCOE CANAL FLUME CROSSING		R_	D_			
RABBS BAYOU	24,581.40	R	D	24,581.40		24,581.40
LOWER OYSTERCHEEK CONSTRUCTION	2.197.67	<u>100.740.40R</u> 151,190.411	<u>95,287,47D</u> 99,543.041	7.650.60		7,650,60
CAPITAL IMPROVEMENTS	1.581.62	<u>4.083.131</u>	<u> </u>	•53,228,99	50.000.00	103,228,99
MARGINE PUSTKA, MEMORIAL	5.77	<u> R</u> 24,217.351	D 11,890.081	2.107.14		2.107.14
MARY ELLER GRILLO, MEMORIAL	27.77	<u>24,217.351</u> <u>R</u> 5,000.001	<u> </u>	12,355.04		12,355.04
ANBULANCE PARAMEDICS	5.559.96	<u>R</u>	<u> D</u> 78,543.041	5_606.04		5,606,04
DISTRICT ADULT PROBATION	59,237.72	112,643.961 130,153.50R	141,484,40D		29.000.00	111.007.74_
DISTRICT ADULT PROBATION ISP	11,397.60	15.050.001	9,908.321 29,679.35D	(1.260.07)		( 1,260.07)
ENTEX COPTRIBUTIONS	2,687.35	885.00R	75,000	<u>5,497,35</u>	· · · · · · · · · · · · · · · · · · ·	3,497,35
HOUSTON LIGHT & POIOR	2,319.68	3,894,008	<u>5,300,34D</u>			

Order Approving County Treasurer's Quarterly Report	
IN THE MATTER OF THE QUARTERLY REPORT OF KATHY HYNSON	IN TELE COMMISSIONERS' COURT FORT BEND COUNTY,
Trusserer, Fort Bend County, Toxas	SPECIAL Term, 19_36_
of the Commissioners' Court of Fort Bend County, Texas, came on fo	A. D. 1986., in Regular Session or examination the Quarterly Report of
beginning on the	
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FUNO	BEGINNING CASH BALANCE Date <u>10/1/85</u>	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE Date <u>12/31/85</u>	OUT STANDING INVESTMENTS	ENDING Balance
TEMPORARY EMERGENCY RELIEF		2,652.25R	D	2,652.25		2,652,25
JUVENILE PROBATION	( 5,560.41)	45,746.601 25,527.35R	19,908.321 30,941.06D	14,864.16		24,864.15
ROAD BOND AVAILABLE	1,538.64	183,500.241	185,000.001	38.88_	185,000.00	185,038.88
APPELLATE JUDICIAL SYSTEM YUN	D	4.465.00R	D	4,465.00	می بود. میرونین این این این میرونین و میرونین این این این این این این این این این	4,465.00
JUDICIAL COURT TRAINING FUND		3,409.00R	D	3,409.00		3,409.00
TARA ROAD PCT 1	2,500.00	16,356.131	<u>D</u>	18,856.13		13,856.13
DHAINAGE DISTRICT DRY CREEK	6.1-10-10	51,360.28R	51,000.001	360,28	51_000_00_	51,350.28
LAW ENFORCEMENT ACADEMY BLDG.	4,750.00	183,296.551	175,000.001 63,443.30	(50,396,75)	175.000.00	124.603.25
FICA RECOVERY	3,941.93	R	D	3,941.93		3,941,93
BAIL BOND SECURITIES	6,050.65	R	4,000.000	2,050.65		2,050.65
MISSION WEST PARK	15,817.11	102,094.251 R	6,322.72D	111,588.64		111,588.64
UNLIMITED TAX ROAD BONDS	3,426.23	4,436.351 913.09R	8,000.001	775.67	8.000.00	8.775.67
LIMITED TAX JAIL BLDG.BONDS	7,124.65	5,794.01R	10,000.001	2,918.66	10,000,00	12,918,66
COURTHOUSE CERT. OF OBLIGATION	2,954.27	2.149.59R	4,000.001	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 FUBLIC SAFETY	7,321,00	9,565.00R	0,127,500			
LAW ENFORCEMENT ACADEMY			21,000.001	12,128.00		12.128.00
DRAINAGE DISTRICT MAINT AVAIL.	20.314.96	<u>15.054.75R</u> 4,508,134.221	<u>11.793.75D</u> 3,064,881.25I	2_575.96_		23.575.96_
	545,483.99	89.032.31R	<u>1.173.272.53D</u>	904.496.74	3.464.881.25	4.369.377.99
SIB-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_	<u>903,352,70R</u>	922,526,95D	144.548.75	<del></del>	144.548.75
	676.01_	<u>33.248</u>	<u> </u>	639.36	گ د د. ویوانیا کمبروریسیوریسیو	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 97,243.941	<u>737.784.43D</u> 105,000.001	1.988.159.58		1,988,159.58
PAYBOLL	490,204,61	5.274.771.06R	_4.836.533.00D	920.686.61 8:444:578	105,000,00	1,025,686.61 14,914,948,44
GRAND TOTALS	3,516,373.12	30,607,530.21				•

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Sworn to and Subscribed before me, by J_STAVINOHA	JODIE STAVINOHA	County Judge.
County Judge, and JOHNNIE PUSTKA and		
BEN DENHAM ALTON PRESSLEY	JOHNNIE PUSTKA	Commissioner Presinct No. 1.
and BOB LUTTS County Commissioners of		
saidFORT_BEND County, each respectively, on	BEN DENHAM	Commissioner Precinct No. 2,
this, the 20TH day JANUARY A.D. 19 86	<b></b>	
·	ALTON PRESSLEY	Commissioner Presinct No. 8,
	SCR LUTTE	Commissioner Presingt Ho. c.
		· · · · · · · · · · · · · · · · · · ·

TO C	BEGINNING COUNTY	RECEIPTS	DISALIASEMENTS	CO. FUND	OUTSTANDING	RECONCILING	ENDING	OUTSTANDING	
NAME OF FUND	BEGINNING COUNTY FUND BALANCE	RECEIPTS	DISBURSEMENTS	CO. FUND BALANCE	OUTSTANDING WARRANTS	RECONCILING	ENDING BALANCE	OUTSTANDING	TOTAL BALANCE
AVAILABLE FUNDS General Fund	14,358.28	ACTUAL/INVESTMENTS 1,527,910.431 380,438.332 2,434,948.25D	ACTUAL /INVESTMENTS	(512,241.16)	330,760.83		(131,480.28)	2,860,000.00	2,678,51972
Road & Bridge Fund	18,021.61	706,014.661	063 816		100 00				
Insurance Escrow		50,000.00I	707 °0 TO ° COO	(1,4,10C,C;)	CO. 101. COT		00.024,40	1,000,000,000	1,434,423.30
	508.17	27, 812. 84R	68,050.43D	10,270.58	1,728.61		11,999.19	00,000,00	101,999.19
SPECIAL REVENUES							. <u> </u>		
Ad Valorem Funds FrfLR	(10,744.82)	555,951.381 2.014.66R	136.674.63D	410,547,09	31.667.29		442.214.38	200,000,00	642.21
Lateral Road Account	6,311.19		13,033.19D	(11,722.00)	10,570.00		(1,052.00)	150,000.00	143,948.00
Revenue Sharing Trust Fund EP # 13	10,847.11	1	۱	10,847.11			10,847.11		10,547.11
Fund EP # ~ • 14	42,682.40		3,980.600	38,701.80	2.05		38,704.65		38,704.65
Fund EP # 15	84,109,42	50,000.00I		134,109,42	20.00		134.129.42	150.000.00	284.129.42
County Law Library	13.843.94	1,792.00R	1.251.48n	3,309,18	115.05		3,309,18	\$2,000.00	35,309.18
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)	551,452.111	145,893.610	343,813.64	6,011.08		349,824,72	350,000.00	699.824.72
Library Donations	7,048.21	204.00R	432.70D	6,319.51 2.652.25			6,819.51 2.652.25		6,819.51 2,652.25
Mission West Park	14,475.29	102,094.25I	4,980.90D	111,588.64			111,588.64		111,588.64
Houston Lighting & Power Revenue Sharing #16	2,074.42 121,872.42	76:2 <u>80:88</u>	1,161.0SD 49.234.39D	913.34 150.038.03			913.34		913.34
Appellate Judicial Fund	3,130.00	1,335.00R	D	4,465.00	-		4,465.00		4,465.00

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NAME OF FUND	BEGINNING COUNTY	RECEIPTS	SINEWESGUBSIO	CO. FUND BALANCE	OUTSTANDING WARRANTS	RECONCILING	ENDING BUICKIE	OUTSTANDING	TOTAL BALANCE
SPECIAL REVENUES		ACTUAL/INVESTMENTS ACTUAL/INVESTMENTS	ACTUAL/INVESTMENTS						
<b>Continued</b> Margine Putska Memorial	107.14	2,000.001	D	2,107.14			2,107.14		2,107.14
Grillo Memorial-Library	355.0.4	12,000.001	D	12,355.04			12,355.04		12,355.04
Ambulance (Paramedics)	606.04		D	5,606.04	3 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		5,606.04		5,606.04
FBC District Adult	<b>CF ECF</b>	50,000.00I		70 000 66	1.1. 076 20		27 nn ca	00.000.00	111.007.74
Probation Fund District Adult ISP	13/.19 5.530.62	10,000.001 3,510.00R	109,839.84 D	37,080.83 ( 2,004.07)	44,920.09 744.00		( 1,260.07)	22,000.00	( 1,260.07)
Entex Contributions	3,255.35	317.00R	75.00 D	3,497.35			3,497.35		3,497.35
CAPITAL PROJECTS									:
Road Bond Available	38.86	R	D	38.88			38.88	185,000.00	185.038.88
Rabbs Bayou Capital Improvement	2,575.96 24,581.40 3,228.99	50,000.00 R		2,575.96 24,581.40 53,228.99			2,575.96 24,581.40 53,228.99	21,000.00 50,000.00	23,575.96 24,581.40 103,228.99
Tara Road Fund Prect. 1	18,856.13	R	D	18,856.13			18,856.13		18,856.13
Bridae Account	360.28	R	D	360.28			360.28	51.000.00	בו זרט טע
Lower Oyster Creek Briscoe Canal Crossing	1,921.34	5,729.26 R		( 2,949.33)	10,599.93		7,650.60		7,650.60
Law Enforcement Academy Building	1,252.80	R	98,514.95 D	(97,262.15)	46,865.40		(50,396.75)	175,000.00	 124,603.25
DEBT SERVICE DEPARTMENT									
FBC Unlimited Tax Road Bonds Ser. 62 - 65 Sinking Fd.	775.67	R	D	775.67			775.67	8,000.00	8,775.67
FBC Limited Tax Jail Bldg.									
Bonds Ser. 1979 Sinking	2,/01.18	157.48 R	D	2,918.66			2,918.66	10,000.00	12,918.66
Ceff. of Obligation S.	1,045.44	58.42 R		1 103 86			1 100 0/	-	
31							1,103.00	4,000.00	2,103.86
O TRUST & AGENCY FUNDS							000 202 21		075 686 61
Payroll Fund	2,027.80	2,348,284.24	2,345,790.35	4,521.69	916.164.92		10.000	00.000, COT	10.000,02

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NAME OF FUND	BEGINNING COUNTY FUND BALANCE	RECEIPTS	DISBURGEMENTS	CO. FUND BALANCE	WARANTS	RECONCILING ITEMS	BALANCE	OUTSTANDING INVESTMENT	TOTAL BALANCE
TRUST & AGENCY FUNDS		ACTUAL/INVESTMENTS	ACTUAL/INVESTMENTSACTUAL/INVESTMENTS		-				
Bail Bond	2,050.65	R		2,050.65	••••		2,050.65	8	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	8 8 8 8 8	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		D	12,128.00			12,128.00	8 8 8 8 8 8 9 9 9	12,128.00
JUVENILE PROBATION	9,318.81	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						8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8
JUDICIAL TRAINING FUND DRANNAGE DISTRICT FUNDS	2,066.00	1,343.00 R	D	3,409.00	1	•	3,409.00		3,409.00
Drainage District Maintenance Available Fund	18,393.93	1,338,507,95 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 ELACK	3.59	25.98	D	. 29.57	659.79		689.36		689.36
	27,753.72	184.43	3,643.60	24,294.55			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		1,908,139.30
TOTAL	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
	<b>:</b> :								

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#### OUTSTANDING INVESTMENTS

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#### FORT BEND COUNTY TREASURER'S OFFICE

DECEMBER 31, 1985

PURCHASE DATE	MATURITY DATE	PRINCIPAL	RATE	BANK
Road and Bridge Fund:				
10-11-85 10-31-85 11-27-85 11-27-85	01-08-86 01-16-86 01-16-86 02-12-86	1,000,000.00 130,000.00 100,000.00 120,000.00	7.45 7.86 8.08 8.08	lst Nat'l lst City lst City lst City
10 General Fund:			Total	1,350,000.00
10-11-85 10-11-85 11-27-85 11-27-85 11-27-85	01-08-86 01-30-86 01-16-86 02-12-86 03-13-86	750,000.00 1,000,000.00 110,000.00 500,000.00 500,000.00	7.45 7.60 8.08 8.08 8.08	lst Nat'l Sugar Creek lst City lst City lst City
			Total	2,860,000.00
14 Lateral Road				
10-31-85	01-16-86	150,000.00	7.86	lst City
		• •	Total	150,000.00
12 Farm to Market & Late	ral Road:			
10-31-85	01-16-86	200,000.00	7.86	lst City
			Total	200,000.00
16 County Law Library				
10-31-85	02-06-86	82,000.00	8.00	Texas Capital
	•••		Total	82,000.00
18 FBC Law Enforcement A				
10-31-85	01-16-86	21,000.00	7.86	lst City
			Total	21,000.00
21 Capital Improvement:				
10-31-85	02-06-86	50,000.00	8.00	Texas Capital
			Total	50,000.00
24 Library Building Fund	Available:			
10-11-85	01-08-86	350,000.00	7.45	lst Nat'l
			Total	350,000.00

OUTSTANDING INVESTMENTS			CONTINUED	page 2
PURCHASE DATE	MATURITY DATE	PRINCIPAL	RATE	BANK
22 Road Bond Available:				
10-31-85	02-06-86	185,000.00	8.00	Texas Capital
			Total	185,000.00
34 Drainago District Main	tononon Available			
34 Drainage District Main				
08-29-85 · 10-11-85	01-08-86 01-30-86	700,000.00 1,000,000.00	8.01 7.62	Rosenberg B & T Sugar Creek
10-11-85	02-12-86	1,000,000.00	8.15	lst 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	lst City
			Total	3,464,881.25
37 Law Enforcement Academ	y Building:			
10-31-85	01-16-86	175,000.00	7.86	lst City
			Total	175,000.00
4426 Revenue Sharing EP #	15.			
10-31-85	: 01-16-86	75 000 00	7.86	1.04 044
10-31-85	01-16-86 02-06-86	75,000.00 75,000.00	8.00	lst City Texas Capital
			Total	150,000.00
4427 Revenue Sharing EP #	16:			
		75 000 00	7 54	
10-31-85 10-31-85	01-16-86 02-06-86	75,000.00 50,000.00	7.86 8.00	lst City Texas Capital
			Total	125,000.00
50 Payroll Fund:				
	00.06.86		0.00	Manga Orada 1
10-31-85 11-27-85	02-06-86 01-16-86	82,000.00 23,000.00	8.00 8.08	Texas Capital lst City
			Total	105,000.00
56 FBC Courthouse Certifi	cate of Obligation Sinks	lng 85:		
10-31-85	02-06-86	4,000.00	8.00	Texas Capital
		.,	Total	4,000.00
58 FBC Limited Tax Jail B	uilding Bond Series 1979	Sinking:		
10-31-85	02-06-86	10,000.00	8.00	Texas Capital
			Total	10,000.00
60 Unlimited Tax Road Bon	ds 62-66 Sinking:			
10-31-85	02-06-86	8,000.00	8.00	Texas Capital
			Total	8,000.00
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OUTSTANDING INVESTM	<b>TENTS</b>		CONTINUE	D page 3
PURCHASE DATE	MATURITY	PRINCIPAL	RATE	BANK
94 Drainage Distric	t Dry Creek Bridge Accou	nt:		
10-31-85	02-06-86	51,000.00	8.00	Texas Capital
			Total	51,000.00
96 FBC Juvenile Pro	bation:			
10-31-85	01-16-86	10,000.00	7.86	lst City
			Total	10,000.00
98 Insurance Escrow	Account:			
10-31-85 11-27-85	01-16-86 01-16-86	50,000.00 40,000.00	7.86 8.08	lst City lst City
			Total	90,000.00
99 FBC District Adu	ilt Probation:			
11-27-85	01-1686	29,000.00	8.08	lst City
			Total	29,000.00
	RECAPTT	ТАТТОН		

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#### **RECAPITULATION**

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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
4426Revenue Sharing EP #16	150,000.00
4427Revenue 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 Si	nking 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:

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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-GLC 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 GOLLAD 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)

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#### RESOLUTION

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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

WHEREAS, a large percentage of the crimes being committed are by Repeat or Career Criminals; and WHEREAS, 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

Stavinoha, County Judge die E.

ATTEST: Dianne Wilson Clerk

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#### 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 POR SECTION |

1. Mark appropriate And application are described in may program instructions. Use of the option. Federal agencies do. (a revision or augmentation under item 14), indicate only the amount of OMB Circular the change. For decreases, enclose the amount in parentheses. If both The 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. 12a-amount requested from Federal Government 12b-amount applicant will contribute. 12c-amount from State, if applicant is not a State. 12d-amount from local government, if applicant is not a Isoal government. 12e-amount from any other sources, explain in Baction IV. the form P not require . 28. Applicant's own 2b. Date Section I is p. 3. Number assigned by . 30 Dete assigned by State. The district(s) where most of eption work will be accomplianed. If city-wide or State-wide, several districts, write "eity-wide" or "State-wide." Legal name of applicant, nan. 4a-4h. undertake the assistance activi. name and telephone number of . information about this request. A. New. A submitted for project not previously funded. 5. Employer Identification Number (EIN) c. Internal Revenue Service. 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. 64 Use Catalog of Federal Domestic Assistance , to program under which assistance is reques program (e.g., joint funding), check "multiple" ( IV. If uriknown, cite Public Law or U.S. Code C. Revision: A modification to project nature or scope which may result in funding change (inorgane or decrease). D. Continuation An sutension for an additional funding/budget period for a project will a projected completion date. "upmentation." A requirement for additional funds for a project "iously awarded funds in the same funding/budget period "I nature and scope unchanged Program title from CFDA Abbreviate if necessary 66 Use Section IV to provide a summary description of the appropriate, i.e., if project affects particular sites as, for a construction or real property projects, stach a map showin. 7 Of CIECT IOCALION date project expected to begin (usually associated with . "City" includes town, township or other municipality 9 List only largest unit or units affected, such as State, county, or city of months to complete project after Federal funcie 10 Estimated number of persons directly banefiting from project Check the type(s) of assistance requested 17 ne (item 14c), or augmentations (item 14e) A Basic Grant-an original request for Federal funds 18 on must be submitted to Federal agency B. Supplemental Grant-a request to increase a basic grant in certain н. n consideration 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 19 Name ' agency to which this request is Edd/eas sible the name of the office to which the a matching share) 20 Existing Feder E. Other Explain in Section IV \* this is not a new request and directly rel. 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 ntion Otherwise, write 12 'N'A د ا Check appropriate b. of form contains

remarks and/or addition.

#### APPLICANT PROCEDURES FOR SECTION IN

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Applicants will stways complete either item 22a or 22b and items 23a and 23b Complete if voplication is endject to Executive Order 12372 (Blate 2. review and assmment).

Check if application is not subject to E.C. . 2 Name and title of authorized representative of legal applicant

## FEDERAL AGENCY PROCEDURES FOR SECTION III

Applicant completes only Sections I and II. Section III is completed by Federal agencies

Use to identify award actions

Use Section IV to amplify where appropriate

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 20e - amount awarded by Facheral Gruenon (28) emount awarded by Federal Government 28b---amount applicant

will contribute 25c-amount from State, if applicant is not a State 28d-amount from local government, if applicant is not a local government 28e-amount from any other sources, explain in Section IV Date action was taken on this request

- 30 Date funds will become available
- Name and telephone number of agency person who can provide more 31 information regarding this assistance 32

Date after which funds will no longer be available for obligation

Check appropriate box as to whether Section IV of form contains Federal remarks and/or attachment of additional remarks

33 CJD-3

#### INVOICE

## MEMBERSHIP DUES ASSESSMENT

#### **COUNT IES**

#### 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 0030

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THE STATE OF TEXAS:

COUNTY OF FORT BEND:

#### INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND THE COUNTY OF FAYETTE

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This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of <u>Fayette</u>, hereinafter referred to as <u>"Fayette"</u>.

WHEREAS, <u>Fayette</u> desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of <u>Fayette</u> has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist <u>Fayette</u> 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 <u>Fayette</u> 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 <u>Fayette</u>, 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 <u>Fayette</u> 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 <u>Fayette</u> (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 <u>Fayette</u> 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 <u>Fayette</u> 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 <u>December</u>, 19<u>85</u>.

(THE COUNTY OF FAYETTE TEXAS County Judge

ATTEST:

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Dreve Pratka

Irene Pratka , County Clerk

SIGNED this  $\underline{\partial \mathcal{D}}$  day of  $\underline{\langle}$ 

<u>fanuary</u>, 19<u>86</u>. The county of fort bend, texas

County Judge

ATTEST: Enne T County Clerk

APPROVED AS TO FORM:

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THE STATE OF TEXAS COUNTY OF FORT BEND

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#### 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 <u>Wharton</u>, hereinafter referred to as "Wharton"

WHEREAS, <u>Wharton</u> desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of <u>Wharton</u> has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist <u>Wharton</u> 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 <u>Wharton</u> 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 <u>Wharton</u> monthy for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by <u>Wharton</u> 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 <u>Wharton</u>, which includes, but is not limited to, all transportation to doctors, medical clinics, and court. Provided, howevers 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 <u>Wharton</u> 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.

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- 6. It is understood and agreed between the parties that it will be the respnsibility of <u>Wharton</u> (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 <u>Wharton</u> being held, pursuant to this agreement.
- 8. The visitation of juveniles in Fort Bend County Juvenile Detention s Genter is Tuesdays and Thursdays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.
- 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 <u>December 31, 1986</u>.

SIGNED this ZTR day of Jon to, 1985.

THE COUNTY OF \_\_\_\_\_WHARTON TEXAS Judge ounty

ATTEST:

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County Clerk D day of Anuary, 19 16. SIGNED this \_

THE COUNTY OF FORT BEND, TEXAS

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, County Clerk

n E County Judg APPROVED AS TO FORM: ove Sterling Moore, Acting Chief 86

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THE STATE OF TEXAS COUNTY OF FORT BEND

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**-003**30

#### 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 <u>Calhoun</u>, hereinafter referred to as <u>"Calhoun</u>"

WHEREAS, <u>Calhoun</u> desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of <u>Calhoun</u> has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist <u>Calhoun</u> 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 <u>Calhoun</u> mutually agree as follows:

- I. 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 <u>Calhoun</u> monthy for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by <u>Calhoun</u> 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 <u>Calhoun</u>, 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 <u>Calhoun</u> 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.

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- 6. It is understood and agreed between the parties that it will be the respnsibility of <u>Calhoun</u> (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 <u>Calhoun</u> being held, pursuant to this agreement.
- The visitation of juveniles in Fort Bend County Juvenile Detention 8. Center is Tuesdays and Thursdays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.
- It is understood and agreed between the parties that Fort Bend County 9: 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 <u>Calhoun</u> upon ten (10) hours notice.
- It is further understood and agreed that any officer who brings a 10. juvenile to Fort Bend County Juvenile Detention Center must stay with such juvenile until the juveniles has been processed into said center.
- It is understood and agreed that this agreement may be terminated 11. by either party at any time.
- It is understood and agreed that this agreement automatically 12. terminates on December 31, 1986

SIGNED this 10th day of December, 19 85.

THE COUNTY OF \_\_\_\_\_ Calhoun , TEXAS

County Judge

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Mary, Loi's McMahan , County Clerk

SIGNED this <u>20</u> day of <u>Amany</u>, 19<u>86</u>.

THE COUNTY OF FORT BEND, TEXAS

WIGHA County Judge

ATTEST: anne Tilson

, County Clerk

APPROVED AS TO FORM:

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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 determined 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 Arcticle 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, persuant to this interlocal agreement, and said bill will be paid by Lavaca to Fort Bend within (30) days of receipt of same.
- 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.

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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 County being held, pursuant to this agreement.
- 8. The visitation of juveniles in Fort Bend County Juvenile Detention Center is Tuesdays and Thursdays. between 2 and 4 p.m., with no visitation on weekends nor visitation on holidays.
- 9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by 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 lst day of November , 1985.

THE COUNTY OF LAVACA, JEXAS

ATTEST:

annan SIGNED this Fot day of Menered 1985.

THE COUNTY OF FORT BEND, TEXAS undmette

odie Stavinoha, County Judge

ATTES Clerk County Dian Wilson.

APPROVED AS TO FORM:

Chief Sterling Mod DATE:

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THE STATE OF TEXAS:

COUNTY OF FORT BEND:

#### INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND THE COUNTY OF GOLIAD

WHEREAS, <u>Goliad</u> desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of <u>Goliad</u> has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist <u>Goliad</u> 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 <u>Goliad</u> 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 <u>Goliad</u> monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by <u>Goliad</u> 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 <u>Goliad</u>, 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 <u>Goliad</u> 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 <u>Goliad</u> (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 <u>Goliad</u> 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 <u>Goliad</u> 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 94 , 1985. December day of

GOLIAD THE COUNTY OF TEXAS Judge County Barnhill

ATTEST: Gail Turley, County CA М.

SIGNED this <u></u>day of

THE COUNTY OF FORT BEND, TEXAS

Judge County

ATTEST: anne "

APPROVED AS TO FORM:

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Chief Sterling Moor DATE:

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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 <u>Austin</u>, hereinafter referred to as <u>"Austin"</u>.

WHEREAS, <u>Austin</u> desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of <u>Austin</u> has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist <u>Austin</u> 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 <u>Austin</u> 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 <u>Austin</u> monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by <u>Austin</u> 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 <u>Austin</u>, 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 <u>Austin</u> 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.

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- 6. It is understood and agreed between the parties that it will be the responsibility of <u>Austin</u> (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 <u>Austin</u> 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 SHEAF OTHER BELLEVILLE TO THE CONSTRUCT OF CONSTRUCT OF COMPLY CODE.
- Reasonable Times Nearsaney to comply with \$57.12, Family Cobe. 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 <u>Austin</u> 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\_\_\_\_\_\_.

81 SIGNED this 1th day of allember 19 THE COUNTY OF AUSTI TEXAS 10871 County Judge REBE AITEST:

Clerk HIN DOROTH January, 19 86.  $\partial D$  day of CSIGNED this

COUNTY OF FORT BEND, TEXAS THE

rĒ, RICHO County Judge

ATTEST anne

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

0030

PRECINCT NO. NOTICE NO. 24

Formal notice is hereby given that <u>Houston Lighting & Power Company</u>, proposes to lay, con-struct, 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	T Bored	ype of Con Jacked		n   Cased	_
-	BLEW ROAD	.3 MI NORTH OF CANAL RD	50'	AERIAL	CROSSIN	NEAR E	KISTING	LINES
-	CANAL ROAD	.2 MI WEST OF PRECINCT RI	50'	11	11		11	-
-		700' SOUTH OF CANAL RD	30'	11	11	11	11	_
Ken	-FM_723	150' SOUTH OF FM 1093	7.0'		11		-++	-
<i>γ γ</i> .								-

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	То	Distance
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**General Description** 

6-795 MCM ACSK AND 1-2/8" 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 appurteon the attached plans and drawings. nances are required.)

The laying, construction, maintenance and/or repair of the proposed installation shall be sub-ject 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 Statutes.

NOTICE	ADDRESS: P. O. Box 1700
Written notice required 48 hours in advance of construction.	Houston, Texas 77001
Fort Bend County Engineering Dept.	Attn: Manager Engineering Services
Post Office Box 1028 Rosenberg, Texas 77471	ISSUED BY: 777 16 Kakas
(713) 342-2863	NAME: M.D. KOKOSZ
Violation of this requirement shall constitute grounds for job shut down.	TITLE: ENGINEER LOCATION: 5 G.P.
	BUS. PHONE: 623-3057 DATE: 1/14/86

24 HOUR PHONE . (713) 228-7800

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#### 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 EMM OYEE'S PERFORMANCE REVIEW :

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve employees's 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.

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00340 RECEIVED "CERTIFIED" KRR. P075 868 435 205 W. Nimitz 78624 0030 Indeucksburg, Sugar !! Jan. 14, 1986 Do She Hon. Jodie E. Stavinoha: Dear Sir: Iam writing this letter in behalf of the Isleeb Family who were and are still resident of the Beadley Community and Sort Bend Co. Our family moved to the Beasley area in 1911 and liked there and in the Rosenberg vicinity the rest of their lives. They lived On the County hoad in question when it was named in 192700 1928. The misspelling was not noted until right of way was being acquired for the S.W. Freelogy Correction of the spelling of the name un requested at that time by family membered to the county Judge and Commissioner nothing was done The Correct spelling of our name is IS/eib and we would appreciate it them Changed To that. Shank you for your concern and hel in getting this matter corrected. Respectfully Deorge Saleib

#### 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:

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Non-Subdivision Roads:

Agnes Ansel Aspen Ayala Band Beard Benton Berdett Blidel

Booth Boulder Brumbelow Bryan Calvin Caroline Carroll Cedar Cemetery Clark Cottonwood Cottonwood Church Country Lane Crabb River Cummings Danhouse Davis Estate Day Double R. Lane Englewood Enma Edgar Fairchilds Fairgrounds Rd. Finney Foster School Rd. Georgetown Gerken Gless-Big Creek Gonyo Gubbels Hand Hartledge Hein Hobizal Hughes Insurance Janda Jerry

Jones River Y. U. Jones Kamas Ln. Kamas Ln. West Kari Kemp Kneitz Kimisu Klauke Klosterhoff Koeblen Kovar Kroesche Kunz Lane Drive Lemke Leroy Lockwood Lockwood By-Pass Longpoint Lottie Lou Edwards Louis Lubojacky Macek Magnolia Maple Max McClellan Megan J. Meyer A. Meyers Mustang Ave. Needville-Fairchild Payne Pecha Lane Pecan Peters Peterson Pine Pine Meadows Pittman Pleak Powerline Providence Psencik Pueblo Pultar

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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 Uakwood 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 Vrlla 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

All the sec

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 Hagerson 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 Stuhrenberg 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

Gettie Laverne Jan Lola Kim Edie Rita Rosen Ave. Berg Ave. Texas Ave. Belinda St. Benny St. Linda St. Jerry St. Judy St. Alvin Rd. Public Rd. Clarence Dolores Emerold Peridot Dr. Steffek Philip Evans Rd. Phil's Ct. Renie's Ct. Meadow Lane Morgan Ln. 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.

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Precinct #2 (Subdivision Roads - Continued): Cypress Ave. College Bryan Ivy Ln. Gardenia Camillia Redwood Scarlet Dr. Talisman Dr. Nocturne Dr. Victoria Dr. Imperial Dr. Linda Dr. Caroline Joe Merrifield Dr. Crescent Dr. Broadmore Dr. College Dr. Virginia Dr. Fairhill Doreen Ave. Bryan Ave. Lilly St. Verbena St. Vermont St. Daisy 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

Fitzroy Court Moorefield Court Swanfield Dr.

Denbridge Dr. Royal Hill Dr.

Fair Oak Dr.

Willow Dr.

Oak Dale Dr.

Penwood Court

Denbridge Court

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## Precinct #3 (Subdivision Roads ~ Continued):

Fir Crest Court Magnolia Court Dove Country Dr. Oak Dale Court Pecan Drive Myrtle Dr. Brushy Creek Dr. Pecan Point Dr. Rifle Gap Lane Highlands Dr. Vinces Bridge Colonists Park Dr. Cannon Pass Court Big Horn Court Fort Settlement Dr. Riverside Dr. Wellsworth Dr. Keegans Wood Dr. Wildwood Lake Dr. Town Green Dr. Prairie Oaks Dr. Woodland Willows Dr. Evergreen Place Dr. Riverside Grove Grand Knolls Dr. Wildwood Glen Dr. Bellaire Blvd. Camino Del Sol Dr. Los Altos Dr. Navidad Dr. Pasadero Dr. Sierra Grande Dr. Soledad Dr. Soneto Dr. Valinda Dr. West Valinda Dr. East Val Vista Dr. Allende Dr. Amargos Dr. La Place Dr. Lobena Dr. Londress Dr. Mesones Dr. Sinaloa Dr. San Lucas Dr. Trabajo Dr. Valinda Dr. San Pablo Dr. La Place Ct. Condessa Dr. Zapata Dr. Arista Dr. Colima Dr. Sinaloa Dr. San Lucas Dr. Estinosa Dr. Alametos Dr. Ferrara Dr. Caracas Dr. Tremendo Dr. LaGloria Dr. Cortes Dr. Pastoria Dr. Tetela Dr. Mercado Dr. Tierraverde Dr. Alegria Dr. Sorbete Dr. Candella Costero

Santa Rita Dr. Paso Hondo Dr. Paso Del Sol Dr. La Violetta Dr. San Dario Dr. El Cresta Dr. Empanda Dr. Via Real Dr. Conta Calle Dr. Sierra Valle Dr. La Granda Dr. Mira Monte Dr. Empanda Dr. Rio Del Sol Dr. Espinosa Dr. Navidad Rd. Paso Dobble Dr. Zapata Dr. La Veoletta Dr. Soledad Dr. Son Davio Dr. Pheasant Creek Dr. Rippling Mill Dr. Dutch Ridge Dr. Grind Stone Lane Aprilmont Dr. Limeshade Lane Cobbleridge Dr. Ribbon Ridge Dr. Red Gully Dr. Winnstream Dr. Radcliff Dr. Blue Mist Dr. Blue Mist Ct. Amber Ridge Dr. Slippery Rock Dr. Dusty Mill Dr. Slippery Rock Ct. Delbarton Dr. Earlswood Dr. Knightsway Dr. Charlmont Dr. Chesney Downs Dr. Sebastion Dr. Starbridge Dr. Woodleigh Dr. Kirby Dr. Hydethrope Dr. Heatherly Dr. Chelsworth Dr. Knightsway Dr. Tramore Dr. Stanbridge Dr. Broad Oaks Dr. Deerwood Dr. Meadow Way Circle Oak Knolle Dr. Riva Ridge Rd. Rolling Oaks Dr. Montesa Court El Pico Dr. Ensenada Dr. Fresno Dr. La Brea Dr. Montesa Dr. Petra Dr. Sultana Dr. Suspino Dr. Via Della Dr. 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. Paintrbush Lane Limewood Lane King Ranch Lane OuietTown 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 Non-Subdivision Roads: Albert Marek Rd. Antone Stade Rd. Arnie Rd. Ash Avenue E Ayler В 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. Cajesky 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 Ρ 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 5 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

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Precinct #4 (Subdivision Roads - Continued):

Pecan Ridge Dr. Planters St. River Birch Dr. South Blue Meadow Circle Brookriver Court Hillside Court N'Bound Williams Trace Pineleaf Dr. S'Bound Williams Trace Sunrise Court Trail Creek Dr. Trailside Court Valley Field Dr. Valley View Court Williams Grant Woodwick Dr. Eagles Nest Acres Lane Jacqueline Cotton Mill Court Deaf Smith Drive Land Grant Court Land Grant Drive Landsdowne Dr. Old Colony Court Old Colony Dr. Polley Court Runaway Scrape Court William Morton Dr. Winston Homestead Dr. Audubon Court 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

Hodges Bend Circle Hunters Locke Rain Fall Robinson Ferry Shadow Creek Union Chapel Wagon Run Water Rest Williams Grant Wind Fall West Rancecrest St. East Rancecrest St. Flintrock Ct. Bartons Ct. Austin Parkway West Bound Settlers Way Lexington Blvd. Long Reach Dr. Rivercrest Dr. Bee Bayou Ln. Battle Ridce Ln. Bartons Ln. Bayou Crossing Settlers Crove Way Carta Circle Flintrock Ln. Pecan Draw Ct. Happy Valley Perry Hamblen



4410 WESTHEIMER RD., P.O. BOX 21285 HOUSTON, TX 77227-7285

(713 850-8273

00351

January 16, 1986

Fort Bend County Commissioners Court

Dear sirs,

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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 successfull.

Respectfu Fleet Manager

FORT BEND COUNTY

21:64 21 NAL 28.

RECEIVED-RETURNED

				00352
NONE	60/30 DAYS	\$10,934.00	YES	A.C.COLLINS FORD, INC.
			NO BID	GILLMAN DODGE
SPECIFICATIONS CALLED FOR A MINIMUM 60 AMP ALTERNATOR, BID SUBMITTED WAS FOR A 56 AMP ALTERNATOR.			NO	JOE HUBENAK CHEV.
NONE	45-90/15 DAYS	\$11,660.28	YES	DUB MILLER Ford
NONE	60-90/60 DAYS	\$11,184.00	YES	HELFNAN FORD
SPECIFICATIONS CALLED FOR 525 CRANKING HOUR BATTERY, BID SUBMITTED WAS FOR 71 AMP 475 CCA BATTERY.			NO	MAC HAIK FORD
NONE	45-75/30 DAYS	\$12,100.00	YES	MORT HALL FORD
NONE	180/60 DAYS	\$10,859.00	YES	SALLERIA AREA FORD
SPECIFICATIONS CALLED FOR AM/FM_STEREO RADIO, BID SUBMITTED WAS FOR AM/FM RADIO (STEREO NOT SPECIFIED).			NO	EAST BERNARD FORD
NONE	120/50 DAYS	\$11,154.95	YES	LAWRENCE MARSHALL CHEV. OLDS
REASONS SPECIFICATIONS NOT MET	DELIVERY/PRICE GUARANTEE	PRICE IF SPECIFICATIONS MET	MET SPECIFICATIONS	COMPANY
	Automobiles : 1	QTY. AUT		
- Juny	SPECIFICATION NUMBER: 1	SPECIFICA		
		•		

NONE	60/30 DAYS	\$10,788.00	YES	A.C. COLLINS FORD
NONE	90~120/120 DAYS	\$11,501.43	YES	GILLMAN DODGE
SPECIFICATIONS CALLED FOR A MINIMUM 60 AMP ALTERNATOR, BID SUBMITTED WAS FOR A 56 AMP ALTERNATOR.			NO	JOE HUBENAK Chev.
NONE	45-90/15 DAYS	\$11,511.10	YES	DUB MILLER TORD
NONE	50-90/60 DAYS	\$11,033.00	YES	HELFMAN FORD
SPECIFICATIONS CALLED FOR 525 CRANKING HOUR BATTERY, BID SUBMITTED WAS FOR 71 AMP 475 CCA BATTERY			NO	MAC HAIK FORD
NONE	45-75/30 DAYS	\$11,950.00	YES	MORT HALL FORD
NOHE	180/60 DAYS	\$10,715.00	YES	CALLERIA AREA
NONE	120/90 DAYS	\$11,488.74	YES	EAST BERNARD FORD
NONE	120/30 DAYS	\$11,060.55	YES	LAWRENCE MARSHALL CHEV. OLDS
REASONS SPECIFICATIONS NOT MET	DELIVERY/PRICE GUARANTEE	PRICE IF SPECIFICATIONS MET	MET SPECIFICATIONS	COMPANY
6- Acit	SPECIFICATION NUMBER: 2 QTY. AUTOMOBILES: 6	SPECIFICA QTY. AUT		00353

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COS54 FORD	ा एन 🖾 ।	JOE HUBENAK CHEV.	DUB MILLER FORD	HELFYAN FORD	MAC HAIK FORD	MORT HALL FORD	GALLERIA AREA	EAST BERNARD FORD	LAWRENCE MARSHALL CHEV. OLDS	COMPANY		•
YES	NO BID	YES	ON	YES	NO	YES	YES	YES	NO	MET SPECIFICATIONS		
\$10,922.00		\$11,592.46		\$11,100.00		\$12,100.00	<b>\$</b> 10 <b>,</b> 407,83	\$11,331.21		PRICE IF SPECIFICATIONS MET	QTY. AUT	SPECIFICA
90-120/30 DAYS		120/15 DAYS		60-90/60 DAYS		30/30 DAYS	180/60 DAYS	120/90 DAYS		DELIVERY/PRICE GUARANTEE	Automobiles : 9	SPECIFICATION NUMBER: 3
NOME		NONE	SPECIFICATIONS CALLED FOR A 525 CRANKING HOUR BATTERY, BID SUBMITTED WAS FOR A 71 AMP 475 CCA BATTERY WITH HEAT SHIELD.	NONE	SPECIFICATIONS CALLED FOR A 525 CRANKING HOUR BATTERY, BID SUBMITTED WAS FOR A 71 AMP 475 CCA BATTERY.	NONE	NONE	NOME	TIRE MFG NOT STATED AS REQUIRED BY SPECIFICATIONS.	REASONS SPECIFICATIONS NOT MET	- Anglatter	

)355 ,		SPECIFICA	SPECIFICATION NUMBER: 4	9- Sherif
0(		QTY. AUT	QTY. AUTONCBILES: 9	
COMPANY	MET 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 BLD		-	
GALLÉRIA AREA FORD	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 DODCE	YES	\$10,954.88	90-120/120 DAYS	**SPECIFICATIONS CALLED FOR A MINIMUM 2.8L, 6 CYLINDER ENGINE, BID SUB- MITTED WAS FOR A 5.2L V8 ENGINE.
A.C. COLLINS FORD	YES	\$10,701.00	60-120/30 DAYS	NONE

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		SPECIFICA	SPECIFICATION NUMBER: 5	- Constable
			,	/ <del>**</del> /
	-	QTY. AUTOMOBILE	OMOBILES: 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
GANLERIA 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.
HEL FMAN 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 Tord	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				

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**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP BATTERY.	120-150/30 DAYS	\$11,072.00	YES	A.C. COLLINS FORD
			NO BID	G I LENAN DODGE
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.			NO	JCE HUBENAK CHEV.
**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP 475 CCA BATTERY WITH HEAT SHEILD.	50-95/15 DAYS	\$11,815°88	YES	DUB MILLER 10RD
**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP H.D. BATTERY.	90-120/60 DAYS	\$11,292.63	YES	HELFMAN FORD
**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP BATTERY.	120/90 DAYS	\$11,291.00	YES	MAC HAIK FORD
NONE	45-75/30 DAYS	\$12,200.00	YES	MORT HALL FORD
NONE	180/60 DAYS	\$10,585.00	YES	GALVERIA AREA FORD
NONE	120/90 DAYS	\$11,474.36	YES	EAST BERNARD FORD
ANONE	120/30 DAYS	\$11,389.37	YES	LAWRENCE MARSHALL CHEV. OLDS
REASONS SPECIFICATIONS NOT MET	DELIVERY/PRICE GUARANTEE	PRICE IF SPECIFICATIONS MET	MET SPECIFICATIONS	COMPANY
- Censtalle ≠1	SPECIFICATION NUMBER: 6 QTY. AUTOMOBILES: 1	SPECIFIC/ QTY. AU		00357

00358	A.C. COLLINS FORD	GTLLMAN DODGE	JOE HUBENAK CHEV.	DUB MILLER Iord	HEL FNAN FORD	MAC HAIK FORD	MORT HALL FORD	FORD	EAST BERNARD FORD	LAWRENCE MARSHALL CHEV. OLDS	COMPANY	
	YES	NO BID	NO	YES	YES	YES	YES	YES	YES	NO	MET SPECIFICATIONS	
	\$11,226.00			\$12,015.44	\$11,537.19	\$11,530.00	\$12,430.00	\$10,792.00	\$11,496.46		PRICE IF SPECIFICATIONS MET	qty, automobiles
	120-150/30 DAYS			45-90/15 DAYS	90-120/69 DAYS	120/90 DAYS	45-75/30	180/60 DAÝS	120/90 DAYS		DELIVERY/PRICE GUARANTEE	CMOBILES 1 2
	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP BATTERY.	NO EXTERNAL TRANSMISSION OIL COOLER BID, SUBMITTED AN INTERNAL TRANSMISSION COOLER.	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	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP 475 CCA BATTERY WITH HEAT SHEILD.	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP POLICE BATTERY.	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP 475 CCA BATTERY.	NONE	NONE	**SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP BATTERY.	SPECIFICATIONS CALLED FOR AN EXTERNAL TRANSMISSION OIL COOLER. BID SUBMITTED WAS FOR AN INTERNAL TRANSMISSION OIL COOLER.	REASONS SPECIFICATIONS NOT MET	

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SPECIFICATION NUMBER:\_\_\_\_\_

,	T TERRERAL THE CARLENANCES INFO THAT	(IL)
EMPLOYEE NAME	EMPLOYMENT DATE	00359
JOB CLASSIFICATION/GRADE	REVIEW TYPE	
DEPARIMENT/LOCATION	REVIEW DATE	

FORT DEFAIL COOLATE TELEVIERS CERVE CARACTERIA TELA

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 requies 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 assign-ments. 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 occassional supervision.
- Dependable, requires minimal supervision. (20 pts)
- Dependable. Requires supervision only in unusual and problematic (25 pts) situations.

#### Comments:

QUALITY: Cons.	ider conformance to standards and overall presentation of work.
00350 <sup>(4 pts)</sup>	Continuously makes repetitive errors. Constant checking required. Work sloppy and/or incomplete. Work below standards for job.
(8 pts)	Frequently makes errors. Constant checking required. Work often lacks completeness and/or neatness.
(12 pts)	Production normally satisfies or exceeds job requirements. Only occasional checking required.
(16 pts)	Production meets the highest level of department standards. Check- ing seldom necessary, employee usually finds and corrects own errors.
(20 pts)	Production is consistently above department's highest standards. Errors are rare and always corrected immediately by employee.
Conments:	
QUANTITY: Cons	sider the volume of acceptable work completed.
(4 pts)	Extremely slow worker. Volume of work below minimum standards.
(8 pts)	Work is slow or sporatic. Work volume often below job requirements.
(12 pts)	Volume of work normally satisfies or exceeds job requirements.
(16 pts)	Majority of work is completed ahead of schedule. Employee often looks to help others in the department or begin new projects.
(20 pts)	Work is always completed ahead of schedule. Employee always takes the initiative to help other in the department or begin new projects.
Comments.	-

#### Comments:

OVERALL RATING: Total points from each section. Circle the corresponding rating.

Attendance	90 to 100 ptsOutstanding
Job Knowledge	70 to 89 ptsExcellent
Dependability	50 to 69 ptsGood
Quality	30 to 49 ptsNeeds Improvement
Quantity	0 to 29 ptsUnacceptable

Total points.....

FUTURE GOALS and COMMENTS:

.

Wage adjustmentyes,no Adjusted wage	Percent increase or decrease Effective date
Rated by	Date
Approved by	Date
Personnel approval	Date

EMPLOYEE COMMENTS:

Indicate other departments and/or positions, if any, you would like to be considered for in the future.
Employee signature\_\_\_\_\_\_Date\_\_\_\_\_

FORT BEND COUNTY 1986 BUDGET 10 GENERAL FUND

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00361

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0006 COUNTY TREASURER

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EXPENDITURE DESCRIPTION CATG * IND. AMENDED AM	count	1985 ESTIMATED EXPENDITURES	1986 ADOPTED BUDGET
0200 SALARIES & LABOR	+ 70200	103,944.92*	107,675.00
0201 TEMPORARY OR EXTRA HE	LP	4,816.38*	3,200.00
0250 LONGEVITY		1,220.00	1,265.00
0300 SOCIAL SECURITY	5100	7,760.00	8,018.00
0400 RETIREMENT	50 00	7,281.00*	7,626.00
0500 INSURANCE (GROUP)		8,818.00*	9,700.00
0600 WORKMANS COMP.		180.00	344.00
0700 TRANSPORTATION & TRAN	2,315.30*	2,400.00	
0701 CONFERENCES/SEMINARS		3,119.40*	2,500.00
1062 OFFICE SUPPLIES		12,000.00	13,600.00
DEPARTME	T TOTAL	151,455.00	156,328.00

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00362

## FORT BEND COUNTY 1986 BUDGET 10 GENERAL FUND

0019 JUSTICE OF THE PEACE PCT. # 1

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CATG	EXPENDITURE DESCRIPTION * IND. AMENDED AMOUNT		1985 ESTIMATED EXPENDITURES	1986 ADOPTED BUDGET
0200	SALARIES & LABOR	+ 15300	74,735.00	76,069.00
	TEMPORARY OR EXTRA HELP	1 105	500.00	500.00
0250	LONGEVITY		375.00	615.00
0300	SOCIAL SECURITY	+ 1100 + 1000	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
070:	CONFERENCES/SEMINARS		500.00	700.00
101	PROPERTY AND EQUIPMENT		3,322.55*	. 2,755.00
106	2 OFFICE SUPPLIES		9,432.45*	10,000.00
302	RENTALS		1,790.00	1,790.00
DEPARTMENT TOTAL		115,444.00	117,517.00	

TOTAL NEEDED \$17400

# 00363

## 20. CONSIDER PAYMENT TO RONALD WEDEMYER, 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. <u>APPROVE BILLS</u>:

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 F	OR ARCHITECTURAL SERVICES		
PROJECT (Name, address)		DA	TE: December 4, 1985 20
030	Richmond, Texas 77469	INV	OICE NO: 182105-27
TO:	Honorable Judge Jodie Stavinoha Fort Bend County Commissioners Court P.O. Box 368 Richmond, Texas 77469		CHITECT'S OJECT NO: 82105
In accordance w there is due at th	ith the Owner-Architect Agreement dated his time for architectural services and reimbursable items on the a the sum of 16 Nineteen thousand seventy-eight and /		
The above amou	int shall become due and payable 15 days:	from the date h	nereof.
	VERDUE ACCOUNTS SHALL ACCRUE AT Eighteen P us of the account is as follows: Based on a construction cost of \$6,793, Library, the following amount is due.	ERCENT( 18% 092.00 mi	anna an an an an an ann an ann an Anna
	Breakdown is as follows:		
	TOTAL FEE (7½%) Design Development-100% Complete Construction Documents-100% Complete Bidding & Negotiaion-100% Complete	=	\$509,481.90
	Paid To Date Remaining Contract Fee Outstanding Contract Administration Due	22 52 52	(\$498,336.78) 11,145.12 <7,000.007
	Reimbursable Expenses Due		
	✓ Film ✓Deliveries ✓Outstanding Reimb. Expenses	= =	\$ 20.41 55.94 267.13
	Interest Due on Past Due Invoices		
	Invoice 182105-G (5 months) Invoice 182105-25 (2 months) Invoice 182105-26 (1 month)	# = =	\$ 310.72 215.32 <u>63.52</u>
	TOTAL DUE THIS INVOICE	=	\$ 19.028.16 11,488
Thank	- you fonald Nulenny	a	
ARCHITECT: BY:	Ronald Wedemeyer Ronald Wedemeyer & Associates 4515 Hwy. 6 North		
ADDRESS:	Houston, Texas 77084		

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### DRAINAGE DISTRICT BOARD

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 AFPLICATION:

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 & Environmental Consultants 888 WEST BELT SOUTH, SUITE 200 HOUSTON, TEX & 577042 (713) 781-8800

> CORPORATE OFFICE P.O. BOX 519 AUSTIN, TEXAS 78767

Anañ

January 17, 1986

00366

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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 foward 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,

42D

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

"Consultant."

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

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 part 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

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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 Rosenbarg, Texas 77471 Attn: County Judge

## SECTION IX

## SUCCESSORS AND ASSIGNS

The District and the Engineer bind themselves and their successors, executors, adminstrators and assigns to the other party of this Agreement and to the successors, executors, adminstrators 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

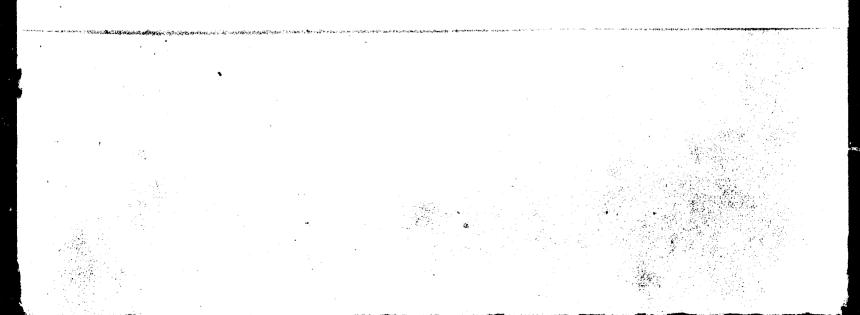
### COPYRIGHT

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

### MODIFICTIONS

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 \_\_\_\_\_\_ <u>nuary</u>, 198\_. day of

APPROVED AS TO FORM;

FORT BEND COUNTY FLOOD CONTROL DISTRICT

County Attorney

By County Attorney

ino By Jodie tavinoha County Judge, Fort Bend County, Texas

ATTEST:

Bv Secretary

ESPEY, HUSTON & ASSOCIATES, INC.

By Mike R

Vice President

# 00374

## Exhibit "A"

## SCOPE OF WORK

## MASTER 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 Flan 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. <u>Soil</u>

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. <u>Right-of-Way</u>

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. <u>Alternatives - Ultimate Development</u>

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.

#### Channelization Alternative. Ъ.

This alternative will be conventional design as currently practiced.

Detention Alternative. c.

> 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. <u>Evaluation</u>

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. <u>General</u>

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

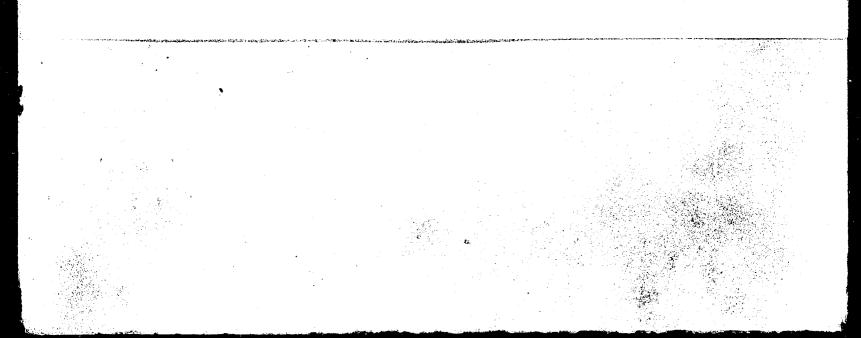
Willows Fork of Buffalo Bayou

**Clodine** Ditch

Keegan's Bayou

**Clear** Creek

On these watersheds, the following work will be completed.



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## 2. <u>Alternate Design Improvements</u>

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) <u>No-Action Alternative</u>

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) <u>Channelization Alternatives</u>

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) <u>Detention Alternative</u>

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) <u>Combination Alternative</u>

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. <u>Analysis</u>

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. <u>Cost</u>

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. <u>Preliminary Alternative Design Report</u>

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. <u>Present Conditions Report</u>

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. <u>Master Drainage Plan</u>

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. <u>Presentations</u>

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 is corrected as the Fort Bend County Commissioners Court, and is corrected as required. Representation before the 7 was Department of Water Resources (TDWR), Texas Water Coormission (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. <u>Soils Investigations</u>

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. <u>Environmental Assessment</u>

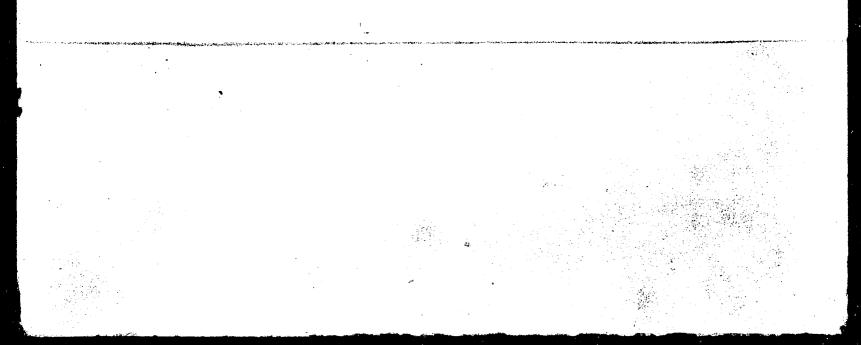
The Consultant shall prepare environmental studies on areas within the District on proposed project alternatives.

### 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.



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### 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 <u>Lo</u> day of <u>Anuany</u>, 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 <u>Lutta</u>, seconded by Commissioner <u>Hendam</u> 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.

#### FORT BEND COUNTY

#### TEMPORARY CONSTRUCTION EASEMENT

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)

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.

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#### 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:

Ι

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.

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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 aintenance (excluding major excavation) of Dry Creek as it crosses Grantors' property.

#### $\mathbf{III}$

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 staple 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<sup>0</sup> 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).

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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	
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subscribed to the foregoing instrument,	and acknowledged	to me that he	executed
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# 0030

# COUNTY OF FORT BEND

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 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) slopemowers and two (2) rubber tire tractors continued on this project.

Some of the other major streams that were shredded includes Fulshear Creek, Townewest 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.

- 3-

# Heavy Equipment

	·	
	Briscoe Vitch 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	
	Rapier NCK-305 Dragline	12/10-12/18
	Coon Creek II-B-3	
	Rapier NCK-305 Dragline	12/23-12/27
	County Line Ditch	
	Caterpillar D-6 Bulldozer	12/4-12/5
, 1	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	
	Caterpi <b>ll</b> ar D-6 Bulldozer	12/9-12/10
	Fiat Allis FV-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

Rabbs Bayou II-D Linkbelt LS-98 Dragline Fiat Allis FD-20 Bulldozer

Snake Creek I-C Rapier NCK-305 Dragline 12/2-12/9

12/3-12/23 12/2-12/23

# 12/19-12/20, 12/30-12/31

-5-

	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
Vry 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

-6-

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.	. <b>a. 1</b> 4
242	12/10
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 . 1:30 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 Townewest 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	, 19_ <mark>86</mark> .	
STARTING WITH FILM CODE NO. vol.30	pg.201 ENDING	_

ENDING WITH FILM CODE NO. vol.30 pg.400

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 26 DAY OF FEBRUARY, 19 86 STARTING WITH VOLUME NUMER 30 PAGE NUMBER 401

> DIANNE WILSON, COUNTY CLERK FORT BEND COUNTY, TEXAS

BY alice armothe

DEPUTY

Willow Fork of	Buffalo	Bayou V-A	(continued)
143			12/18
146			12/18-12/20
158			12/17-12/31
243		₽. <del>•</del>	12/19-12/31

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# AGENDA FORT BEND COUNTY COMMISSIONERS COURT COURTHOUSE ANNEX, RICHMOND, TEXAS REGULAR SESSION MONDAY, JANUARY 27, 1986 o 9:00 0'CLOCK A.M.

Approve minutes of meeting of January 20, 1986. 1.

.

- 2. Approve changes in depository pledge contracts.
- 3. Approve line item transfers in budgets.
- Approve out-of-town travel requests for County personnel. 4.
- Constable W. C. Todd, Precinct 2, re: request approval of three 5. 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.
- 1. . 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.
- Consider approval of Substantial Completion Document on library project 11.
- Consider resolution in support of recognizing the 3rd Monday in January 12. 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.
- Consider approval of revised flood control maps. 16.
- 17. Discuss and take action on recommended changes to Policies & Procedures Manual.
- 18. Record County salaries in minutes.
- Consider application from Southwestern Bell Telephone to lay cable across and along Blew Rd. in Precinct 3. 19.
- 20. Mr. Chris DiStefano, Architect, re: present preliminary drawings and discuss scheduling of new Courthouse Annex.
- Meet in Closed Session to discuss litigation & personnel matters as 21. 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 - #8 FILED FOR RECORD

24. Adjournment.

U C laven Stavinoha, County Judge Jodie E.

a:55 TIME P.M. JAN 2 3 1966

I certify that this notice was posted on the burletin board, County Court-house & glass panels, Annex, Richmond, Texas on 1-23-85 at at 11. 10. by H. Murda

#### REGULAR SESSION

BE IT REMEMBERED That on this 27TH day of JANUARY, 1986 Commissioners' Court of Fort Bend County, nexas 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 EUDGETS:

None

\_ . <sup>1</sup>.

#### 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)

-1-

0030

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
Menou.	Date of Return Feb. 27, 1986
Purpose of Trip:	to attend seminar on Forensic Evidenc
Places to be Visit	ed: _Williamsburg, VA
Mode of Transpor (State whether by auto, airline, etc.)	personal
24-86 Date	Anita Itony
proved: Commissio	wintha 1-27-86

HITE COPY---Commissioners Court Copy

CANARY COPY-Treasurer's Copy · Per Diem

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PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

Mart Called

#### **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 Febuary 3,1986 Date of Return \_\_\_\_\_ Febuary 7,1986 Purpose of Trip: Assist Training Division of state Emergency Management as an adjunct Instructor. Places to be Visited: <u>University of Houston/Clear Lake</u> Mode of Transportation (State whether by personal auto, airline, etc.) \_\_\_\_\_ Melin & Speen Name County Coordinator Title 1-21-86 Date Expenses covered by State. Approved: Commissione Coul

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Dier

PINK COPY-Attach to Travel Expense

# **Travel Authorization**

# TO: COMMISSIONERS' COURT

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Sec. 1

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

Shirley Bro	wn V
DeAnna Burt	on
Period:	Date of Departure $1/27/86 - 7:00 \text{ a.m.}$ Date of Return $1/30/86 - 5:00 \text{ p.m.}$
Purpose of Trip:	Attend Occupant Protection Program Workshop
Places to be Visite	ed:Austin, Texas
Mode of Transport (State whether by auto, airline, etc.). January 20, 1986 Date	personal
* * * * * * * *	* * * * * * * * * * * * * * * * * * * *
Approved: Commission	teren 1-27-86

WHITE COPY---Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

K COPY-Attach to Travel Expense

# **Travel Authorization**

# TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons: D. Carden artin Date of Departure Stuary 26 Period: Kepruary 28 Date of Return \_\_\_\_ Seminar Law Purpose of Trip: \_ family Places to be Visited: Mode of Transportation (State whether by personal Pel auto, airline, etc.)\_ t. Ct. 22-86 Approved: Commissioners' Court 1-27-86

WHITE COPY---Commissioners Court Copy

NARY COPY-Treasurer's Copy · Per Diem

COPY-Attach to Travel Expens

# 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 A	lot.
Places to be Visit	ed: <u>Austin, TExas</u>
Mode of Transport (State whether by auto, airline, etc.)	r personal
	upn
Jan. 21, 1986 Date	Hestrut attoney
* * * * * * *	* * * * * * * * * * * * * * * * *
Approved: Compressig	vinota 1-27-86

WHITE COPY --- Commissioners Court Copy

RY COPY---Treasurer's Copy - Per Diem

COPY-Attach to Travel Expen

# **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

2/21/86 - 12-noon Date of Departure\_ Period: 2/24/86 - 12-noon Date of Return \_ Supervise 33 4-H swine projects at Houston Purpose of Trip: Livestock Show swine check-in and sifting. Brenham, Texas - overnight 3 nights Places to be Visited: Mode of Transportation (State whether by personal personal auto auto, airline, etc.)\_ Name January 23, 1986 County Extension Agent--Agriculture Title Date Approved: Commissioners' Court 27-86 County

WHITE COPY-Commissioners Court Copy

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CANARY COPY --- Treasurer's Copy - Per D

PINK COPY-Attach to Travel Excense

#### 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 Date of Departure 1/27/86 - 7:00 a.m. Period: Date of Return \_\_\_\_\_1/30/86 - 5:00 p.m. Purpose of Trip: Attend Occupant Protection Program Workshop Austin, Texas Places to be Visited: \_ Mode of Transportation (State whether by personal personal aut auto, airline, etc.) \_\_\_\_ Name <u>20, 1986</u> County Extension Agent Title <u>January</u> Date Approved: Commissioners' Cou 27-86 County Judge

WHITE COPY--Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

Minister

## **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: <u>Supervise 48 4-H'ers at Houston Livestock Show</u> Judging Contests, calf scrambles, steer, swine, poultry & breeding beef shows. Astrohall, Houston, TX -- daily travel to and from. Places to be Visited: Mode of Transportation (State whether by personal personal auto auto, airline, etc.)\_ Name January 23, 1986 County Extension Agent--Agriculture Date Title Appreved: Commissigners' Court 1-27-86

WHITE COPY---Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

# 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 (Ro	y) Gorena
Period:	Date of Departure 2/7/86 - 1 p.m.
	Date of Return2/13/86 - 5 p.m.
Purpose of Trip:	Supervise 4-H livestock projects at
San Antonio Liv	vestock Exposition
Places to be Visite	ed:San Antonio, Texas
Mode of Transport (State whether by auto, airline, etc.).	personal auto
January 23, 1986 Date	<u>County Extension AgentAgriculture</u> Title
Approved: Commission	Twinter 1-27-86

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CANARY COPY-Treasurer's Copy - Per Dien

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# **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

	Date of Departure <u>1/28/86 - 6 a.m.</u>
	Date of Return1/31/86 - 10 p.m.
Purpose of Trip	o: <u>Supervise 4-H livestock projects at Sc</u>
Exposition	& Fat Stock Show
Places to be V	isited: Ft. Worth, Texas
Mode of Trans	nortation
(State whether	by personal
auto, airline, et	ic.) 4-H Leader's vehicle
	1 Auto
	Nemo
January 23.	1986 County Extension Agent
January 23, Date	

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

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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:

Date of Departure\_ Febuary 9,1986 Period: Date of Return \_\_\_\_\_ Febuary 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 Personal Vehicle auto, airline, etc.)\_\_ 1-21-82 600 Expenses to be reimbursed by State. Approved: Commissioners', Court 7-86 County Judge

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

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W. C. TODD, II CONSTABLE



0030 PRECINCT #2 P.O. BOX 482 OBSOMARY KTRIK 8221 Main St. Needville, TX 774 (713) 341-5582 or 77461 (409) 793-3700

David F. Gerstenberger (RESERVE) Rt. 3 Box 985 Needville, TX 77461 (409) 793-4601

Gerald Allen Matheaus (RESERVE) 2226 Ripple Creek Drive Rosenberg, TX 77471 (713) 342-1711

George Thomas Money, Jr. (RESERVE) P. O. Box 114 Kendleton, TX 77451 (409) 532-0308

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 Charles Marvin Tesch (FULL-TIME) 1409 Brazos Street Rosenberg, TX 77471 (713) 232-5852

Ervin Lee Vallet (RESERVE) 1320 Mulcahy Street Rosenberg, TX 77471 (713) 342-3330

Russell Walton (FULL-TIME) Rt. 1 Box 879-A Fresno, TX 77545 (713) 431-0795

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 <u>Hicks vs. City of Houston</u>, 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  $(\frac{1}{2})$  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.

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In the <u>Hicks</u> 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, unkal 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

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(b)

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, 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

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#8

Joseph B. Benes & Associates Real Estate Appraisers & Consultants

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Joseph B. Benes, SRA Phone (713) 342-5762 Pearland Office Phone (713) 485-6027

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-ofway.

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

Member of: Society of Real Estate Appraisers Fort Bend Board of Realtors

#6

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.

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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, ิล

Joseph B. Benes, SRA Real Estate Appraiser and Consultant

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# 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

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## 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.



Richmond, Texas 77469

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 is 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.

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Various churches are located throughout the area, and most of the necessity shoppng 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 comtemplated 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.

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#### THE APPRAISAL PROCESS

The process of appraising a property such as the subject generally involves three approaches to value. These three approaches are:

1. <u>The Market Data Approach</u> - 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. <u>The Cost Approach</u> 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. <u>The Income Approach</u>- 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.

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.

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Sale #3:	Volume 1055, Page 154-159
Date:	June 4, 1982
Grantor:	Titis 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
<b>613</b> * *	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.			

Volume 1023, Page 363
Juanuary, 1982
J.H. Freeman
Harvey Houck
225 acres
East side of FM 1463, north side of FM 1093.
Does not include corner.
\$11,500 per acre
25% down and note to grantor 10%.

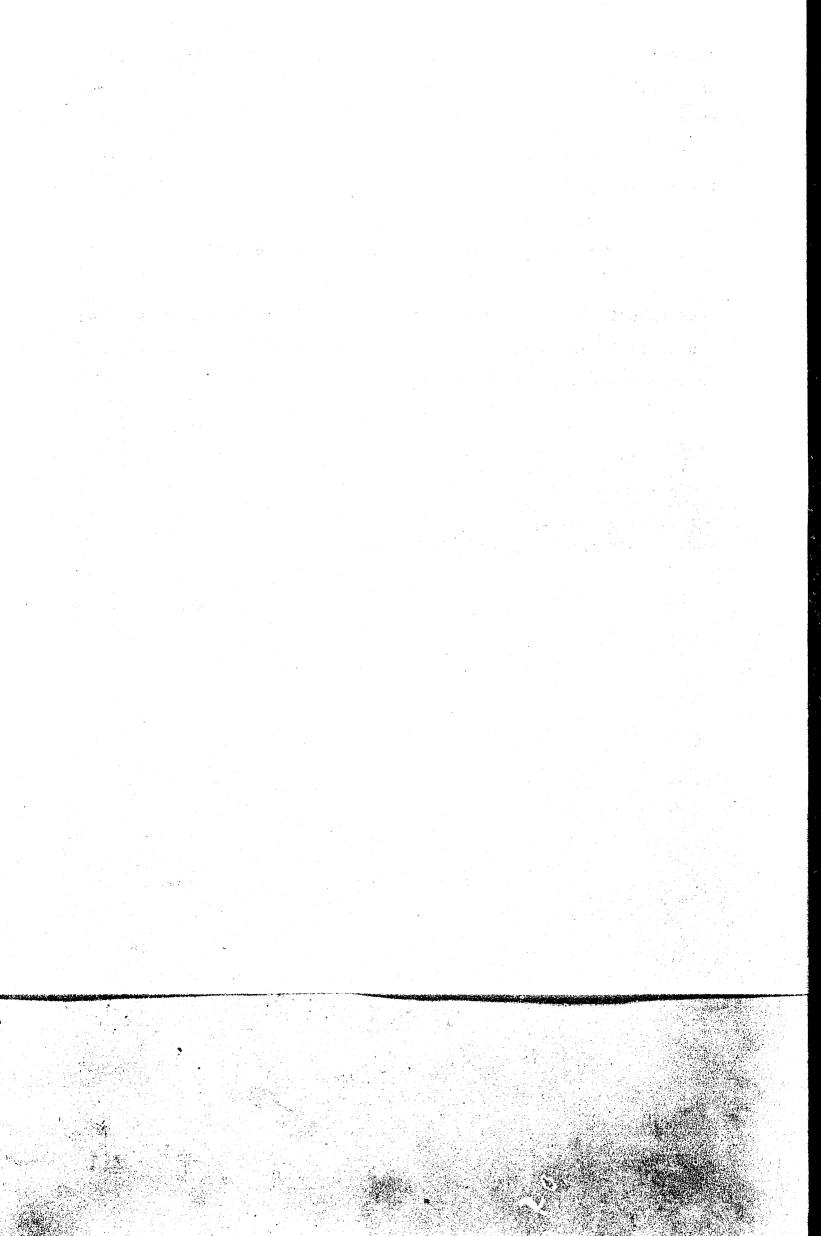
After considering the above sales and comparing them to the subject, and after studying asking prices in the neighborhood, and talking to several Realtors and brokers, it is my opinion that the subject parent tract has a value of \$7,000.00 per acre on the date of the appraisal, for a total value of \$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, enply B Ban

Joseph B. Benes, SRA Real Estate Appraiser and Consultant



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.

ph B. Benes, SRA Estate Appraiser and Consultant 1

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## ADDENDA

#### CONTINGENT AND LIMITING CONDITIONS

THIS APPRAISAL IS SUBJECT TO THE FOLLOWING LIMITING CONDITIONS:

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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. 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

#### I RESENT EMPLOYMENT:

Self-Employed Fee Appraiser with office located at 606 South Eleventh Street, Richmond, Texas 77469.

PLST 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.

#### I-DUCATION:

Bachelor of Science Degree, Texas A&M University, 1966. Courses included: Economics.....12 semester hours Land Ecomonics...... hours Post Graduate Study: Babcocks Appraisal Course on Worth.....American Society of Appraisers Real Estate Law..... 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			
nour		Junior College			

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#### **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 Kellog 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

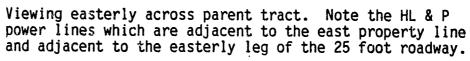


Viewing east along the southerly portion of the 25 foot road right-of-way from Flewellen-Katy Road. Subject property on left.



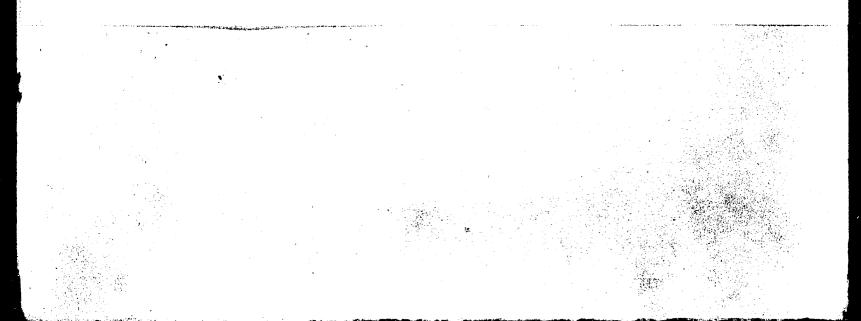
Viewing east along the northerly portion of the 25 foot roadway. Subject on right.





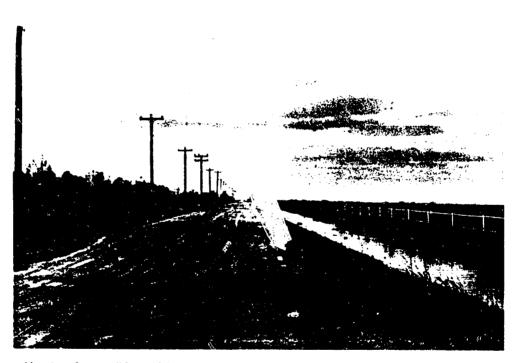


West along crossover from the northwest corner of the subject.





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 places 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 SCOIT 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 AWARDING 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.

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Sector Sector

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Refer to Indicators (CJD-16)

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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

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STATE OF TEXAS

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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, repectfully 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

Α.	Construction Costs	\$ 8,797,000
в.	Contingencies	880,000
c.	Engineering Costs	1,452,000
	Subtotal I	\$ 11,129,000

### II Nonconstruction Costs of Improvements

A.	Maintenance and Operating Expense	184,000
в.	Capitalized Interest	4,411,000
с.	Fiscal Agent Fees	460,000
D.	Attorney Fees	460,000
E.	Bond Discount	\$\$51,000

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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; (d) 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 th	his <u>2 gur</u>	Jay of the	ary 1986.
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### STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared <u>of Dollin</u>, an owner of a majority of acreas within the District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that <u>the executed the same as to act and deed of such</u> owner for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of

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 <u>Authon</u>, an owner of a majority of acreas within the District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that <u>he</u> 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 1210 day of

Notary Public in and for the State of Texas

My Commission Expires: 3/14/89

(SEAL)

STATE OF TEXAS

COUNTY OF FORT BEND

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2.21 day of \_, 19BL. Public in and ary

State of Texas

My Commission Expires: 3/14/39

1 1

(SEAL)

STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared <u>Junct Long</u>, an owner of a majority of acreas within the District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that <u>Junct</u> 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 <u>Jud</u> day of <u>January</u>, 1986. <u>Notary Public in and for the</u>

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. Scearce

All members of the Board were present, except the following: and mesered 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:

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 Sknurry Cot 1956.

Board of Directors

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(DISTRICT SEAL)

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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

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WHEREAS, Fort Bend County Levee Improvement District No. 12 (the "District") has been duly created by order of the Commissioners Court of Fort Bend County, Texas and its duly appointed Board of Directors (the "Board") has met and organized; and

WHEREAS, the Board considers it to be in the best interest of the District to levy a maintenance tax in order to provide maintenance, upkeep, and repair, to make additions to the levees and other improvements in the District; and

WHEREAS, an election is required to authorize the Commissioners Court of Fort Bend County to levy a maintenance tax for the District; and

WHEREAS, pursuant to Section 57.276 of the Texas Water Code, the Board wishes to petition the Commissioners Court of Fort Bend County, Texas for such an election,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 THAT:

I.

The petition attached hereto and herein incorporated by reference for all purposes is hereby approved and adopted,

II.

The Chairman and Secretary of the Board are hereby empowered to sign and execute said petition on behalf of the Board, and

III.

The Chairman and Secretary of the Board are hereby authorized to evidence adoption of this Resolution and to do all things proper and necessary to carry out the intent thereof.

24 1986 PASSED AND APPROVED THIS non

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Chairman, Board of Directors

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Secretary, Board of Directors (SEAL)

ATTEST:

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 5 5 5

WHEREAS, Fort Bend County Levee Improvement District No. 12 (the "District") has been duly created by order of the Commissioners Court of Fort Bend County, Texas and its duly appointed Board of Directors (the "Board") has met and organized; and

WHEREAS, the Board considers it to be in the best interest of the District to levy a maintenance tax in order to provide maintenance, upkeep, and repair, to make additions to the levees and other improvements in the District; and

WHEREAS, an election is required to authorize the Commissioners Court of Fort Bend County to levy a maintenance tax for the District; and

WHEREAS, pursuant to Section 57.276 of the Texas Water Code, the Board wishes to petition the Commissioners Court of Fort Bend County, Texas for such an election,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 THAT:

Τ.

The petition attached hereto and herein incorporated by reference for all purposes is hereby approved and adopted,

II.

The Chairman and Secretary of the Board are hereby empowered to sign and execute said petition on behalf of the Board, and

III.

The Chairman and Secretary of the Board are hereby authorized to evidence adoption of this Resolution and to do all things proper and necessary to carry out the intent thereof.

1986 PASSED AND APPROVED THIS  $\underline{<}$ 

Charles + Wulsterb Chairman, Board of Directors

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ATTEST:

of Directors Boad (SEAL)

RESPECTFULLY SUBMITTED this 24 day of Saman 1986

Fort Bend County Levee Improvement District No. 12

By:

ATTEST

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(SEAL)

STATE OF TEXAS COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared <u>Chalurf. Mustank</u>, <u>Chauran</u> of the Board of Directors of the District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that \_\_\_\_\_\_\_ executed the same as to act and deed of such owner for the purposes and consideration therein expressed, and in the capacity therein stated.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24. day of 986 . unter U

Notary Public in and for the State of Texas

My Commission Expires:

SUZANNE FITZGERRELL Notary Public, State of Texas My Commission Expires <u> [8 |1</u>4

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(SEAL)



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:

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OFFICIAL BALLOT

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

#### PROPOSITION

[] FOR

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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 ] AGAINST SECURE FUNDS FOR MAINTENANCE PURPOSES?

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:

NAME	TITLE
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 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 Such election shall be held and conducted provisions of the Texas Election Code, as amended, and Chapter 57, Texas Water Code, as amended, and in accordance with and the terms of this Order.

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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

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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)

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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 COLLECTED, AMOUNT, TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; SAID BONDS TO BE ISSUED AND COLLECTED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, INCLUDING THE TEXAS ELECTION CODE, TOGETHER WITH ALL AMENDMENTS AND ADDITIONS THERETG?

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.

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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:

Name	Office
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 roturns of all such elections provided that ballots, ballot poxes, 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

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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.

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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 <u>JANILARY 27</u>, 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 Johnny Pustka	County Judge
Ben Denham Alton Pressley	County Commissioner County Commissioner County Commissioner
Bob Lutts	County Commissioner

All members of the Court were present, except the following:

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:\_ 4

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 lanne, County Clerk

Junuary 27,1936 Juli Stavinoffice Eganty Judge

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NOES:

(SEAL)

#### CERTIFICATE FOR ORDER CALLING 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  $\underbrace{JAN(IACM_{2},\mathbb{Z})}_{AN(IACM_{2},\mathbb{Z})}$ , 1986 in the Commissioners Court of the Fort Bend County Courthouse, Richmond, Texas, and the roll was called of the Courts, to wit:

County Judge
County Commissioner
County Commissioner
County Commissioner
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 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 Filsen Inne. County Clerk

January 27,1986. Julie E. Marinota

(SEAL)

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January 21, 1986

#12

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

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Maxson Barnett

Houston, Texes 77053

00472 5619 Condon Ln.

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, ametto 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.

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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.

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0030	Spec #1 A.C. COLLINS FORD one auto for Sheriff's Dept.	\$10,934.00 ea.
	Spec #2 A.C. COLLINS FORD six autos for Sheriff	\$10,788.00 ea.
	Spec #3 A.C. COLLINS FORD eight autos for sheriff's dept.	\$10,922.00 ea. one for Constable #1
	Spec #4 LAWRENCE MARSHALL CHEV/OLDS nine for Sheriff's dept.	\$ 9,667.00 ea.

#### 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.



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 successfull. Should Commissioners Court be in our favor, there would be no recourse under UCC law.

Respectfully, Steven D. Harris

Fleet Manager

4410 Westheimer Road • P.O. Box 27285 • Houston, Texas 77227-7285 • (713) 850-8255

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1.

00476 FORD, INC.	GILLMAN DODGE	JOE HUBENAK CHEV.	DUB MILLER FORD	HELFNAN FORD	MAC HAIK FORD	MORT HALL FORD	GALLERIA AREA FORD	EAST BERNARD FORD	LAWRENCE MARSHALL CHEV. OLDS	COMPANY	
YES	NO BID	NO	YES	YES	NO	YES	YES	NO	YES	MET SPECIFICATIONS	
\$10,934.00			\$11,660.28	\$11,184.00		\$12,100.00	\$10,859.00		\$11,154.95	PRICE IF SPECIFICATIONS MET	qty. Autohobiles
60/30 DÁYS			45-90/15 DAYS	60-90/60 DAYS		45-75/30 DAYS	180/60 DA¥S		120/30 DAYS	DELIVERY/PRICE GUARANTEE	)HOBILES:
BINONE		SPECIFICATIONS CALLED FOR A MINIMUM 60 AMP ALTERNATOR, BID SUBMITTED WAS FOR A 56 AMP ALTERNATOR.	NONE	NONE	SPECIFICATIONS CALLED FOR 525 CRANKING HOUR BATTERY, BID SUBMITTED WAS FOR 71 AMP 475 CCA BATTERY.	NONE	NONE	SPECIFICATIONS CALLED FOR AM/FM STEREO RADIO, BID SUBMITTED WAS FOR AM/FM RADIO (STEREO NOT SPECIFIED).	NONE	REASONS SPECIFICATIONS NOT MET	

SPECIFICATION NUMBER:

TO: The Honorable Commissioners' Court of Fort Bend County

Judge	Stavinoha,	County Judge		
Johnnie	Pustka,	Commissioner	Pct.	1
Ben Denl	ham,	Commissioner	Pct.	2
Alton B	. Pressley,	Commissioner	Pct.	3
Bob Lut	ts,	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

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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.

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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 to provide Fort Bend County the following operating required environment:

- A System Control Program to provide program schedules and 1) I/O drivers for Disk, tape, Printer, and Terminal devices.
- A Teleprocessing Monitor with an Interactive Debug 2) Facility.
- 3)
- A Macro Assembler. A Cobol Compiler. 4)
- A Sort/Merge Program. 5)
- 6) A Batch Job Input/Output Spooler.
- A Full Screen Editor with simultaneous multiple program 7) edit capability.
- An Interfile Transfer Utility Program that provides for 8) Disk an Tape record scan, and record load.
- An Interactive Facility to aid programmers in building 9) Data Sets and Data Bases by the use of program prompts.
- 10) A Disk File Management System.
- A Disk Data Space Management System. 11)
- 12) A Data Base Management System.
- A Program or Set of Programs to allow our HP-3000 to 13) 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

Recommended:

\$420,000.00 plus 498.00 freight

IBM 3278 Console

IBM 4381 MO2

\$ 2,048.00 plus 31.00 freight

TOTAL HARDWARE

\$422,577.00

#### 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 VSE/AF CICS DITTO VSE/AF FAST COPY VSE/AF BTAM VSE/AF VSE/AF VTAM 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 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.

~ Milas Chan

Chuck Miller Data Processing Manager

00482	)		nCO <sup>CIN</sup> Form R						
	Proposal I.D. No. 85-69	-	Date Issued: 10-24-85	Page No. 1	No. of Pages 1				
		N FOR PROPOSAL 31 December 19							
Sealed Proposals will be received at the office of the County Judge, Fort Bend County Courthouse Annex, P.O. Box 368, Richmond, Texas until <u>1:30 P.M. November 18, 1985</u> 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									
1. Total cost for prov		\$	2,000.00/mo. for	12 mos. co	ours/mo. or mmencing @ appt.				
2. Principal place of 1	business of submitt	er: <u>22/11 Buc</u>	ktrout: Katy, TX	77449					
3. Services and extent		(s	ee attached)						
4. Services, reasonably fically excluded.	y associated with t ·	he requested	goods or service	es, which a	re speci-				
in-house accounts ter date. The second se	Services excluded actuarial, legal and claim handling expenses along with in-house accounting although specific recommendations may be made at a la- ter date. Thes recommendations would be direct referrals and not involve fee- splitting. Travel is excluded, but can be included on a per diem basis. CONSIDERATONS BY FORT BEND COUNTY								
In determining which pr shall take any or all o	oposal is to be acc f the following int	cepted the Com to considerati	missioners Cour on:	t of Fort B	end County				
(1) The ability, c service required;	apacity and skill o	of the bidder	to perform the	contract or	provide the				
(2) Whether the bi in the time required, w			provide the se	rvice promp	tly, or with-				
(3) The charater,	responsibility, in	tegrity, reput	ation, and expe	rience of t	he bidder;				
(4) The quality of	performance of pre	evious contrac	ts or services;						
(5) The previous a or service;	nd existing eomplia	ance by the bi	dder with laws	relating to	the contract				
(6) The sufficienc contract or provide the		resources and	ability of the	bidder to	perform the				
(7) The quality, a to the particular use r		aptability of	the supplies, o	r contractu	al services,				
(8) The ability of for the use of the subj			intenance, repa	ir parts, <b>a</b>	nd service				
(9) Price; this is	the lowest in rela	) itive importance	e of the consid	erations.					
(Note: Items 1 thru 8 o Civil Statutes of the S		rations may al	so be found in	Article 664	-3 Vernons				
Commissioners Court of	Fort Bend County re	eserves the ri	ght to reject a	ll proposal	8.				
Proposals shall be open kept secret during the			contents to Comp	eting offer	cors and				
NAME OF FIRM OR CONSULT SUBMITTING PROPOSAL:		GNATURE OF PER SIGN OFFER:	SON AUTHORIZED		TE OF GNATURE:				
	I		,	<u> </u>					
					•				

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, Jansoch/dd

Jim Hancock

JPH/dh

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#### Attachment

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#### 3. Services and extent of services

To market, design, implement and make suggestions for an ongoing 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.

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£. O. Box 368 Richmond, Texas 77469 (718) 342 -3411

Richmond, Texas County of Fort Bend

January 27, 1986

Vr. 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, LIVs) 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 100year 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, ui E. Alavenoka

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 UU488		FORT BEND COUNTY Employee Salary Report	PAGE 0001
0001 COUNTY JUDGE	0030	FRI, JAN 17, 1980	5, 1:30 PMN
EMPLOYEE-NAME			
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		1,	638.0 527.0 748.5 527.0 451.5 638.0 527.0	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	638.00 SALAR 527.00 SALAR 748.50 SALAR 527.00 SALAR 638.00 SALAR 527.00 SALAR 527.00 SALAR 527.00 SALAR 527.00 SALAR 527.00 SALAR 527.00 SALAR 404.08 SALAR 605.56 SALAR 527.00 SALAR 527.00 SALAR 527.00 SALAR 527.00 SALAR 415.38 SALAR 719.00 SALAR 638.00 SALAR 527.00 SALAR 638.00 SALAR 527.00 SALAR 527.00 SALAR 638.00 SALAR 527.00 SALAR 527.00 SALAR 527.00 SALAR 638.00 SALAR 527.00 SALAR 638.00 SALAR 527.00 SALAR 638.00 SALAR 527.00 SALAR 638.00 SALAR 597.00 SALAR 638.00 SALAR	BIWEEKLY-RATE         TYPE           527.00         SALARIED           527.00         SALARIED           527.00         SALARIED           527.00         SALARIED           527.00         SALARIED           527.00         SALARIED           427.50         SALARIED           438.00         SALARIED           638.00         SALARIED           638.00         SALARIED           527.00         SALARIED           527.00	638.00 SALARIED 527.00 SALARIED 748.50 SALARIED 527.00 SALARIED 451.50 SALARIED 527.00 SALARIED 527.00 SALARIED 527.00 SALARIED 527.00 SALARIED 527.00 SALARIED 527.00 SALARIED 427.50 SALARIED 404.08 SALARIED 527.00 SALARIED 527.00 SALARIED 527.00 SALARIED 527.00 SALARIED 527.00 SALARIED 527.00 SALARIED 527.00 SALARIED 527.00 SALARIED 1,081.19 SALARIED 527.00 SALARIED

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TOTAL-EMPS = 0036

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## PAYEMP 00490

FORT BEND COUNTY EMPLOYEE SALARY REPORT PAGE 0003

0003 TAX ASSESSOR/COLLECTOR	ENFLUTEE SHLHKT	FRI,	JAN 17,	1986,	1:30	PMN
0003 TAX ASSESSOR/COLLECTOR EMPLOYEE-NAME ALLEN, PATSY A BONN, JAN L, BOROWIAK, KAREN G BOURG, LYDIA C BREWER, DORA E CAVAZOS, MARY H. DESHAZO, JULIE M GAINES, MARSHA P GARCIA, DOROTHY G GARNER, LAURA L, GILBERT, BARBARA GRANT, BRENDA S HARMS, JUDITH A HARRIS, VERONICA HAYNIE, KAREN A LEAL, BEATRICE LOVELAND, KELLY SUE MACHA, SHARON ANN MARTINEZ, ALICIA G. MELTON, DATRYSE SHAHNAZ ORSAK, MARJORIE ORTIZ, SANDRA A REBECEK, BARBARA DALE RICHTER, LILLIE L RIVERA, TRINY ROGERS, MARY ELAINE ROSENBAUM, TRACY S SALINAS, DIANA SAPP, PATRICIA ANN SOPCHAK, TAMMEY LEE TREVINO, ELIZABETH WEEKS, YVONNE A WILKE, POLLY O'DELL WILLIAMS, MARY FRANCES WITTNEBEN, PAMELA K		BIWEEKLY-RATE	TYPE			
ALLEN, PATSY A	1 经补偿有限资格的 化合合合合合合合合合合合合合合合合合合合合合合合合合合合合合合合合合合合合	692.31	SALARI	ED.		
BONN, JAN L.		784.62	SALARI	ED		
BOROWIAK, KAREN G		484.62	SALARI	ED		
BOURG, LYDIA C		738,46	SALARI	ED		
BREWER, DORA E		522,93	SALARI	ED		
CAVAZOS, MARY H.		430.00	SALARI	ED		
DESHAZO, JULIE M		600.00	SALARI	ED		
GAINES, MARSHA P		1,538,47	SALARI	ED		
GARCIA, DOROTHY G		480.00	SALARI	ED		
GARNER, LAURA L,		530.77	SALARI	ED		
GILBERT, BARBARA		507.69	SALARI	ED		
GRANT, BRENDA S		438,46	SALARI	ED		
HARMS, JUDITH A		692.31	SALARI	ED		
HARRIS, VERONICA		438.46	SALARI	ED		
HAYNIE, KAREN A		530,77	SALARI	ED		
LEAL, BEATRICE		. 450.00	SALARI	ED		1
LOVELAND, KELLY SUE		438,46	SALARI	ED		
MACHA, SHARON ANN		438,46	SALARI	ED		·
MARTINEZ, ALICIA G.		415.38	SALARI	ED		
MELTON, DATRYSE SHAHNAZ		480.00	SALARI	ED		
ORSAK, MARJORIE		553.85	SALARI	ED		
ORTIZ, SANDRA A		461,54	SALARI	ED		
REBECEK, BARBARA DALE		438,46	SALARI	ED		
RICHTER, LILLIE L		623.08	SALARI	ED		
RIVERA, TRINY		600.00	SALARI	ED		
ROGERS, MARY ELAINE		553.85	SALARI	ED		
ROSENBAUM, TRACY S		553.85	SALARI	ED		
SALINAS, DIANA 👘 👘		581.54	SALARI	ED		
SAPP, PATRICIA ANN		438,46	SALARI	ED		
SOPCHAK, TAMMEY LEE		438,46	SALARI	ED		
TREVINO, ELIZABETH		415.38	SALARI	ED		
WEEKS, YVONNE A		507.69	SALARI	ED		14 13 - 14
WILKE, POLLY O'DELL		438.46	SALARI	ED		
WILLIAMS, MARY FRANCES		438,46	SALARI	ED		
WITTNEBEN, PAMELA K		876,92	SALARI	ED		

TOTAL-EMPS = 0035

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## PAYEMP

#### FORT BEND COUNTY Employee Salary Report

# 00491 PAGE 0004

0004 DISTRICT CLERK EMPLOYEE-NAME BIWE BACA, DOROTHY J BRIDGES, BILLYE BROWN, LUCILE D CALLENDER, MARY ANNE CAPETILLO, MARY NANCY COFFEY, SHIRLEY A EICHER, LYDIA T MARSH, WILMA JEAN MORALES, REBECCA L MOUNCE, BILLIE A NIEGSCH, LINDA OLIVAREZ, YOLANDA SCHELLBERG, BARBARA JEAN	EKLY-RATE TYP	'E :====================================
BACA, DOROTHY J BRIDGES, BILLYE BROWN, LUCILE D CALLENDER, MARY ANNE CAPETILLO, MARY NANCY COFFEY, SHIRLEY A EICHER, LYDIA T	835.52 SAL 586.50 SAL	ARIED
NIEGSCH, LINDA OLIVAREZ, YOLANDA Schellberg, Barbara Jean Snyder, Mary Ann Wile, Janice Sue Wleczyk, Irene M	461.54 SHL 484.62 SAL 461.54 SAL 753.97 SAL 784.23 SAL	ARIED ARIED ARIED ARIED ARIED ARIED ARIED ARIED ARIED ARIED

and and a second se Second s

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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 Assistantsto the Auditor of Fort Bend County, Texas, said appointment to take effect on and after January 1, 1986.

EMPLOYEE	TITLE	PAY GRADE	ANNUAL SALARY
Robert Grayless	1st Asst. Auditor	*18	\$ 35,000
*Emison Lewis	Asst/Aud-Internal Auditing Mg Certified Public Accountant	r *1/	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 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 destred changes in pay grade and salary increases.

Judge trict

Joyce Tompkins, County Auditor Fort Bend County, Texas

Judici District th 328th Judicjal District Judge,

TO THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

We hereby certify that we have approved the appointments of Kim Davis, Robert Grayless, Nary 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.

Judge District trict strict

FILED 1985 JAH 10 PH 2: 30

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Rec. Vol .\_

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PAGE 0005

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		1,	346.1	5 SA	LAR	IED			
			838.6	5 SA	LAR	IED			
			711.5	4 SA	LARI	IED			
			812.1	2 SA	LARI	IED			
		1,	269.2	3 SA	LARI	IED			
			673.4	6 SA	LARI	IED			
			874.0	4 SA	LARI	IED			
			812.1	2 SA	LARI	IED			
		1,	538,4	7 SA	LARI	ED			
			1,	838.6 711.5 812.1 1,269.2 673.4 874.0 788.4 812.1 1,538.4	838.65 SF 711.54 SF 812.12 SF 1,269.23 SF 673.46 SF 874.04 SF 788.46 SF 812.12 SF 1,538.47 SF	838.65 SALAR 711.54 SALAR 812.12 SALAR 1,269.23 SALAR 673.46 SALAR 874.04 SALAR 788.46 SALAR 812.12 SALAR 1,538.47 SALAR	838.65 SALARIED 711.54 SALARIED 812.12 SALARIED 1,269.23 SALARIED 673.46 SALARIED 874.04 SALARIED 788.46 SALARIED 812.12 SALARIED 1,538.47 SALARIED	838.65 SALARIED 711.54 SALARIED 812.12 SALARIED 1,269.23 SALARIED 673.46 SALARIED 874.04 SALARIED 788.46 SALARIED 812.12 SALARIED 1,538.47 SALARIED	838.65 SALARIED 711.54 SALARIED 812.12 SALARIED 1,269.23 SALARIED 673.46 SALARIED 874.04 SALARIED 788.46 SALARIED 812.12 SALARIED

FORT BEND COUNTY

TOTAL-EMPS = 0011

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# PAYEMP OU494

FORT BEND COUNTY EMPLOYEE SALARY REPORT PAGE 0006

0006 COUNTY TREASURER	FRI, JAN 17,	1986, 1:30 PMN
EMPLOYEE-NAME	BIWEEKLY-RATE TYPE	
HYDE, MARIAN GALE Hynson, Kathy K Philips, Roberta R	656.45 SALARI 1,461.54 SALARI 982.61 SALARI	ED ED
SCOTT, VIRGINIA Whitlow, Mary Helen	500,00 SALARI 540,75 SALARI	

PAYEMP	FORT BEND COU Employee Salary			0049	5 <sub>PAGE</sub>	0007
0007 ADM, COORD,/PERSONNEL		FRI, 4		1986,		
		BIWEEKLY-RATE	TYPE			
KUCERA, SANDRA ANN Selleh, Richard Hampil Sury, Margaret Ann		663.56 1,164.69 597.00	SALAF Salaf	RIED	195 ME 485 486 48	يريد هي ي

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FORT BEND COUNTY	PAGE 0008
EDT	JAN 17, 1986, 1:30 PM
970.35 720.14 840.00 828.40 6.00 6.00	HOURLY SALARIED
	EMPLOYEE SALARY REPORT FRI, BIWEEKLY-RATE 970.35 720.14 840.00 828.40 6.00 6.00 420.00

PAYEMP	FORT BEND COUNTY Employee Salary Report			00	497	PAGE	0009
0009 JUVENILE DETENTION CENTE		FRI,	JAN	17,	1986,	1:30	PMN
	BIWEEKLY		E T'	YPE			
CLACK, JAMES ARTHUR FOX, DE ANN GALVAN, IRIS GIBSON, OGDEN LARUE HAMILTON, AUBREY HERNANDEZ, ROSE MARY JOHNSON, KATHY E MILLER, ROBIN E MONK, STEVEN DOUGLAS TAYLOR, ALFRED JR	7 7 8 7 7 1,0	78,3 78,3 78,3 07,1 78,3 .0 41,2 .0	1 SI 1 SI 3 SI 1 SI 0 SI 5 SI 0 SI 8 SI	ALAR ALAR ALAR	IED IED IED IED IED IED IED		

PAYEMP 00498	FORT BEND COUNTY Employee salary report		PAGE UULU
0010 240TH. DISTRICT COURT		JAN 17, 1986,	
EMPLOYEE-NAME		E TYPE	
BRADLEY, GLORIA WEST May, Pamela	1,046.96	5 SALARIED 3 SALARIED	

FORT BEND COUNTY EMPLOYEE SALARY REPORT 00499 PAGE 0011

0011 268TH DIS							1986,	
EMPLOYEE-NAME	**************************************		BIWEEKLY	-RATE	TY	PE		
MEAUX, EDWARD Monk, Deborah	JOSEPH		1,4	452.26 391.35	SA	LARI	ED	

## FORT BEND COUNTY Employee Salary Report

PAGE 0012

0012 DISTRICT ATTORNEY	Ü	0	12	2 1	D	I	S.	Ţ	R	I	C	Т	A	T	Ţ	0	R	N	E	Y		
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	EMPLOYEE	OTENNI.	<b>NELONI</b>						i
0012 DISTRICT ATTORNEY				FRI	, Jf	AN 17,	1986	, 1:30	PMN
ENDI OVEE_NAME			BTHEEVI	V-DA.	T <b>E</b>	TYPE			
AVILA, LINDA JANE BEST, BRYAN KIRBY BEZECNY, DIANA J BREEN, TERENCE J CARDENAS, IRMA JOYCE CARDENAS, SANDRA DANCER, JOYCE DELATORRE, ELIZABETH R. DOBSON, BARBARA JEAN FOLLIS, WILLIAM FUNKHOUSER, DOROTHY M GALVAN, ROSE MARY GONZALEZ, RALPH L GREGORY, HOLMAN CARTWRIGHT HARTFIEL, GENE ANN HEALEY JR, JOHN F LANDRY, ROXANNE LIDIAK, HENRIETTA MEITZEN, WILLIAM A MUTCHLER, ALLEN JOHN NORD, MARILYN J OBERHOLTZER, DAVID M PUBCHARA, SILVIA V SMITH, SUSAN LEA WAGENBACH, LARRY D.	مرد جد خد کرد این این این این این کا ک			568.	00	SALAR	IED		
BEST, BRYAN KIKBY			1	,320,3 720,	73 67	SHLAR			
BEZEUNY, DIANA J DDEEN TEDENCE I			4	141	06 74	SALAR SALAR	IED		
CAPRENAS IPMA JOYCE			,	623.3	29	SALAR	IED		
CARDENAS, SANDRA				623.	29	SALAR	IED		
DANCER, JOYCE				659.	44	SALAR	IED		
DELATORRE, ELIZABETH R.				568.3	33	SALAR	IED		
DOBSON, BARBARA JEAN				719.	00	SALAR	IED		
FOLLIS, WILLIAM			1	,785.	71	SALAR	IED		
FUNKHOUSER, DOROTHY M				659.4	44	SALAR	IED		
GALVAN, ROSE MARY			1	,141.	74	SALAR	IED		
GONZALEZ, RALPH L			1	,528.	93	SALAR	IED		
GREGORY, HOLMAN CARTWRIGHT			1	,098,:	20	SALAR	IED		
HARTFIEL, GENE ANN			1	,395,	87	SALAR	IED		
HEALEY JR, JOHN F			1	,395,8	87	SALAR	IED		
LANDRY, RUXANNE				679.		SHLHK	IED		
LIDIAK, HENRIEIIA				779	00 24	SHLHK	IED		
MUTCHLED ALLEN JOUN			1	. 129.	በበ	SALAR	IED		
NODD MADILYN J			•	659.	44	SALAR	IED		
NREPHOLIZER, DAVID M			1	, 141 .	74	SALAR	IED		
PUBCHARA, SILVIA V			1	,108.	50	SALAR	IED		
SMITH. SUSAN LEA			1	, 141 .	74	SALAR	IED	•	
WAGENBACH, LARRY D.			1	,663.	85	SALAR	IED		

TOTAL-EMPS = 0025

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PAYEMP		BEND COUNTY			00	OUL	PAGE	0013
0013 328TH. FAMILY DISTRICT	COURT	SALARY REPORT	FRI,	JAN	17,	1986,	1:30	BW4
	***********	BIWEEK	(LY-RATE	E TY	YPE -			
CAMP, RITA C Carden, Martin D Ramirez, Esther	18 31 51 57 19 19 19 19 19 19 19 19 19 19 19 19	1	,374.31 ,980.77 915.11	i sf 7 sf	ALAR: ALAR:	IED IED		

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TOTAL-EMPS = 0003

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PAYEMP	FORT BEND COUNTY	PAGE 0014
00502 0014 CHILD SUPPORT		JAN 17, 1986, 1:30 PM
EMPLOYEE-NAME		TYPE
AVOIS, ELIZABETH J	896.23	SALARIED
PUMPHREY, MARTHA S.	527,00	SALARIED

FORT BEND COUNTY Employee Salary Report 00503 PAGE 0015

0015 COUNTY COURT AT LAW		JAN 17,		
	"你这些我是我能的你们还是我说这些你的你们们的你?"		******	रका सम को
EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE		
计终分 化化化 化化化 化化化 化化化 化化化化 化化化化化化化化化	a 非自義就能導致的設備 化自自用 自自 计算法 化化学 化化化学 化化学 化化学	*******	18. 198 ISB 18. 198 ISB 18.	
BOWEN, RAYDELL JOYCE		SALAR		
CULVER III, THOMAS R	1,992.31	SALAR	IED	
HALL, LORAINE GARRISON	1,452.26	SALAR	IED	
				-

рачемво0504	FORT BEND COUNTY Employee salary report		PAGE 0016
0016 COUNTY JUVENILE BOARD &	JUDGES FRI,	JAN 17, 1986,	
EMP) AVEE-NAME		TYPE	
CLARK, A REAGAN Dickerson, Charles A Stansbury, Thomas O	276,92 276,92	SALARIED SALARIED SALARIED SALARIED	

FORT BEND COUNTY EMPLOYEE SALARY REPORT 00505 <sub>P</sub>

PAGE 0017

0018 JUVENILE PROBATION		
HIELEENAME EMPLOYEE-NAME		
BLOSSOM, CHARLES J DANIELS, IRA MAE HALL, MARSEILLAISE R MACKO, STEVE J MOORE, STERLING PHILLIPS, MARY HELEN RAMIREZ, ANTONIO THORNTON, CAROL D	807,13 SF 691,41 SF 996,56 SF 969,73 SF 165,78 SF 996,56 SF 825,00 SF	ALARIED ALARIED ALARIED ALARIED ALARIED ALARIED

PAYEMP 00506	FORT BEND COUNTY Employee Salary Report					PAGE	0018
0019 JUSTICE OF THE PEACE						, 1:30	
ENDI QVEE-NAME		I Y-RAT	T T	YPF			
KNIGHT, SANDRA Rosas, Yirginia V Ward, Mary Williams, Patricia R		633.0 527.0 ,230.7 540.7	)7 Si )0 Si '8 Si	ALAR ALAR ALAR	IED IED IED		

PAYEMP	FORT BEND COUNTY Employee Salary Report	UUDU7 PAGE UU19
0020 J. P. PCT. <b># 2,</b> PLACE 2	FRI,	JAN 17, 1986, 1:30 PMN
	BIWEEKLY-RATE	TYPE
FELDER, RUTH BEE Fredrickson, gary Gless, sara l	737.38 1,230.76	SALARIED SALARIED SALARIED SALARIED

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PAYEMP 00508	FORT BEND COUNTY Employee Salary Report				PAGE	0020
0021 JUSTICE OF TH				7, 1986,		
EMPLOYEE-NAME		Y-RATE	TYPE	Ē		
KALINOWSKI, BETTY ( Rejsek, annette Stahl, Robert Williams, pamela Ko	G. 1,	638.79 527.00 230.77 527.00	SALA SALA SALA	ARIED ARIED ARIED		

PAYEMP	FORT BEND COUNTY		UN	1903	PAGE	0021
0022 JUSTICE OF THE PEACE PCT.	EMPLOYEE SALARY REPORT # 4 FR		IAN 17,			
	BIWEEKLY-R	ATE	TYPE			
ADOLPHUS, JAMES C	1,230 599 527	.77 .46 .36	SALARI SALARI SALARI SALARI	ED ED ED		

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OO23 CONSTABLE PCT. # 1FRI, JAN 17, 1986, 1:30 PEMPLOYEE-NAMEBIWEEKLY-RATE TYPEGREEN, DAVID WILLIAN943.41 SALARIEDHEJL, HENRY HARLEY1,038.47 SALARIEDJOHNSON, EDWIN E00 SALARIEDLOZANO, MARIO RENE'857.77 SALARIEDMCGEE, AVA M568.00 SALARIED	PAYEMP 00510	FORT BEND COUNTY Employee Salary Report	•	PAGE 0022
EMPLOYEE-NAME BIWEEKLY-RATE TYPE GREEN, DAVID WILLIAM 943.41 SALARIED HEJL, HENRY HARLEY 1,038.47 SALARIED JOHNSON, EDWIN E00 SALARIED LOZANO, MARIO RENE' 857.77 SALARIED	AAAA CONSTADIE DOT # 4	FPI	JAN 17, 1986,	1:30 PMN
GREEN, DAVID WILLIAM943.41SALARIEDHEJL, HENRY HARLEY1,038.47SALARIEDJOHNSON, EDWIN E00SALARIEDLOZANO, MARIO RENE'857.77SALARIED	EMDI OVEE-NAME	RTWEEKI Y-RATE	TYPE	
	GREEN, DAVID WILLIAM HEJL, HENRY HARLEY Johnson, Edwin E. Lozano, Mario Rene'	943.41 1,038.47 .00 857.77	SALARIED SALARIED SALARIED SALARIED	

PAYEMP	FORT BEND COUNTY	00511	PAGE 0023
0024 CONSTABLE PCT. # 2	EMPLOYEE SALARY REPORT FRI, J	AN 17, 1986,	1:30 PMN
ENPLOYEE-NAME REPLOYEE-NAME	BIWEEKLY-RATE		***
KREJCI, MELODY L TESCH, CHARLES M Todd.II, Walter C Walton, Russell	570,47 1,050,60 1,038,46	SALARIED SALARIED	

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PAYEMP 00512	FORT BEND COUNTY Employee Salary Report		PAGE 0024
0 <u>02</u> 5 CONSTABLE PCT. <b>#</b> 3		JAN 17, 1986,	1:30 PMN
EMPLAYEE-NAME	BIWEEKLY-RAT	E TYPE	
ALLEN, JIMMY D BREEDING, RAY L ELZEY, BENNETT T HENRY, NELLE S MUNOZ, LUPE R, PARKER, ROBERT GAINES	884.3 867.4 842.2 602.7 842.2	3 SALARIED 9 SALARIED 2 SALARIED 3 SALARIED 2 SALARIED 7 SALARIED	

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PAYEMP 0926 Constable Pct. # 4	FORT BEND COUNTY Employee Salary Report FRI,		JAN		)5 <b>1</b> 3 1986,	PAGE 1:30	
		Ē	==== די	PE			
HAZELRIG, TIMOTHY L Kopriva, cynthia L Pickering, John Warren Jr Pring, Richard P	884.3 568.0 797.0 1,038.4	) () ) ()	SF SF	ALAR ALAR	IED IED		

PICKERING, JOHN WARREN JR PRING, RICHARD P

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FORT BEND COUNTY EMPLOYEE SALARY REPORT

PAGE 0026

	EMPLOYEE SALARY REPORT
0027 SHERIFF DEPARTMENT	FRI, JAN 17, 1986, 1:30 PM
n a for a fo	BIWEEKLY-RATE TYPE
计目的 经非常计算法 化合合物 化化合合物 化合合物 化合合物 化合合物 化合合物 化合合物 化合合物 化合合物 化合合物 化合合物 化合合合物 化合合合物 化合合合物 化合合合物 化合合合物 化合合物 化合合物 化合合物 化合合物 化合合物 化合合物 化合合物 化合合物 化合合的 化合合合的 化合合合的 化合合合合的 化合合合的 化合合的 化合合的 化合合的 化合合的 化合合的 化合合合的 化合合合合的 化合合合合合合合合	
AGAN, HUGH M ALLEN, PEGGY H ALLEN, ROBERT E ANDERSON, BUDDY BANKS, SAMUEL W BARRON, HAROLD O BAYARD, LINDA A,	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 933.91 SALARIED 933.91 SALARIED 882.50 SALARIED 933.91 SALARIED 933.91 SALARIED 933.91 SALARIED 933.91 SALARIED
BAYARD, LINDA A.	882.50 SALARIED
BENYERD, IERKI N	933.91 SALARIED 933.91 SALARIED 933.91 SALARIED 1,049.90 SALARIED
BERRY, KIMBELL RAY	933,91 SALARIED
BLEDSOE III, GORDON L	933.91 SALARIED
BRADY, KENNETH CRAIG	1,049,90 SHLHKIED 000 50 CALADIED
BRIETZKE, INEZ M	882.50 SALARIED 933.91 SALARIED
BRONIKOWSKI, MARIETTA	933.91 SALARIED
BROWN, OSCAR J	933.91 SALARIED 933.91 SALARIED
CANALES, RICKY J.	1,049.90 SALARIED
CASTEEL, TOMMY ROY	
CHAMBLEE, GUY C	977 Q1 CALADIED
CHAMBLEE, RENE' A Charles, Mary L	977 91 SALARIED
CLARY, WILLIAN DAVID	999,99 SALARIED
CLEMENTS, JERRY T	933.91 SALARIED 933.91 SALARIED 933.91 SALARIED 989.98 SALARIED 1,049.90 SALARIED
CORPORON, ALLEN N.	933.91 SALARIED
CORTEZ, JIMMY	882,50 SALARIED
COV VAV U	749.48 SALARIED
CRANK, DOROTHY CUNNINGHAM, FULTON L	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 749.48 SALARIED
GARCIA, JEANNETTE	933.91 SALARIED
GARRETT, MONTE ZANE	749.48 SALARIED
GARRETT, TANYA LYNN	953,88 SALARIED
GARTLAND, DEBORAH A	882.50 SALARIED
GARZA, LARRY GASKANP, 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

FORT BEND COUNTY EMPLOYEE SALARY REPORT 00515 <sub>PAGE 0027</sub>

	EMPLOYEE SALARY	REPORT			
0027 SHERIFF DEPARTMENT		FRI,	JAN 17,	1986,	1:30 PMN
EMPLOYEE-NAME	****	BIWEEKLY-RAT	Е ТҮРЕ		
EMPLOYEE-NAME GLENDENING, RODNEY GOLD, JOWAYNE RUDY GRAY, DORA LEE GREMILLION, LESLIE EILEEN GRISHAM, JERRY Q HARDWICK, MICHAEL GEORGE HARGRAVE III, EVERETT HARRIS, REBECCA ANN HEIMANN, EUGENE JAMES HEITMAN, BESSIE HELEN HERMAN, GREGORY M HILLEGEIST JR, PERRY R HINOJOSA JR, RAY R HOLCOMB, DELLA JOYCE HONEYCUTT, TOMMY W ISENBERG, DENISE ISENBERG, MICHAEL WAYNE JACKSON JR., GEORGE EDWARD JANKOWIAK, JOAN JOHNSON, BONNIE LYNN JONES, TREVOR C KELLEY, DALE C KEYES, DARWIN ORAN KINSEY, ROLAND ARCHIE KNIGHT, HARREL HARRIS LAND, ROBERT EVANS LEACH, DAVID LEE, KENNETH RAY LEIGHTENHEIMER, JANE LESSER, LEAH R LEVY, MITCHELL A LOPE2, LAURENCE ROBERT LORENZ, MICHAEL J LOZANO, OLIVIA H LUKAS, JERPY PAUH		9.33.9		===== 1 F D	1999年1999年1999年1999年1999年1999年1999年199
		786.4	5 SALAR	IED	
GRAY, DORA   FF		953.8	8 SALAR	IED	
CREMILLION, LESUIE ETLEEN		933.9	1 SALAR	IED	
GRISHAM, JERRY Q		811.1	3 SALAR	IED	
HARDWICK, MICHAEL GEORGE		933.9	1 SALAR	IED	
HARGRAVE III. EVERETT		933.9	1 SALAR	IED	
HARRIS, REBECCA ANN		696.0	0 SALAR	IED	
HEIMANN, EUGENE JAMES		933.9	1 SALAR	IED	
HEITMAN, BESSIE HELEN		933.9	1 SALAR	IED	
HERMAN, GREGORY N		989.9	8 SALAR	IED	
HILLEGEIST JR, PERRY R		1,338.2	9 SALAR	IED	
HINDJOSA JR. RAY R		933.9	1 SALAR	IED	
HOLCOMB, DELLA JOYCE		882.5	0 SALAR	IED	
HONEYCUTT, TOMMY W		989.9	8 SALAR	IED	
ISENBERG, DENISE		749.4	8 SALAR	IED	
ISENBERG, MICHAEL WAYNE		933.9	1 SALAR	IED	
JACKSON JR. , GEORGE EDWARD		882.5	0 SALAR	IED	
JANKOWIAK, JOAN		721.3	3 SALAR	IED	
JOHNSON, BONNIE LYNN		933.9	1 SALAR	IED	
JONES, TREVOR C		989.9	8 SALAR	IED	
KELLEY, DALE C		933.9	1 SALAR	IED	
KEYES, DARWIN ORAN		933.9	1 SALAR	IED	
KINSEY, ROLAND ARCHIE		933.9	1 SALAR	IED	
KNIGHT, HARREL HARRIS		933,9	1 SALAR	IED	
LAND, ROBERT EVANS		933.9	1 SALAR	IED	
LEACH, DAVID		882.5	0 SALAR	IED	
LEE, KENNETH RAY		1,049.9	0 SALAR	IED	
LEIGHTENHEIMER, JANE		696.0	0 SALAR	IED	
LESSER, LEAH R		882.5	0 SALAR	IED	
LEVY, MITCHELL A		933 , 9	1 SALAR	IED	
LOPEZ, LAURENCE ROBERT		933.9	1 SALAR	IED	
LORENZ, MICHAEL J		1,049.9	0 SALAR	IED	
LOZANO, OLIVIA H		696.0	0 SALAR	IED	
ECKHO! DEKKI I HOE					
MAGANA, SAMMEY E			0 SALAR		
MAGANA, SANDRA ANN			0 SALAR		***
MARCUS, DANNY L		933.9			
MARTIN, DONALD H		-	0 SALAR		
MATHENY, NORA JEAN			0 SALAR		
MCDOWELL, O J		-	0 SALAR		
MCINVALE, LUCILE BROWN		697.5			
MELODY, JUSTIN CLIFFORD		933.9			
MELTON, DEANNA CAROL			0 SALAR		
MELTON, STEVEN DEAN		933,9			
MENDOZA, DOLORES		933.9	8 SALAR		
MITCHELL, DAVID D			1 SALAR 0 SALAR		
MURILLO, NANCY MENDOZA			8 SALAR		
NEAL, FLOYD D. III			8 SALAR		
NEMEC, LARRY GLEN		933.9			
NETZ, MICHAEL C.		700,7	J JALAK	IEV	

FORT BEND COUNTY Employee Salary Report PAGE 0028

FRI, JAN 17, 1986, 1:30 PMN 0027 SHERIFF DEPARTMENT BIWEEKLY-RATE TYPE EMPLOYEE-NAME 882.50 SALARIED 745.10 SALARIED 933.91 SALARIED NORRIS, GOLDA RAYLENE NOWAK, M. ELAINE OBALLE, DANIEL R OBERHOFF, TAMARA JO OGNOSKIE, LAURAINE SALARIED. 650.00 SALARIED 696.00 SALARIED 749.48 SALARIED 1,049.90 SALARIED OLDAG, KATHLEEN PATTON, MICHAEL AMMON Pavelka, Roger Stephens 1,049.90 SALARIED PERSER, GLENN WILLIAM Phipps Jr, Lester 882.50 962,48 SALARIED SALARIED PITTMAN, LARRY D Placette, Katheryn e 933.91 SALARIED 701.00 SALARIED 989.98 SALARIED POKLUDA, JAMES EDWARD Ramirez, charles R 933.91 SALARIED 1,128.96 SALARIED RAY, THOMAS MILTON REINHART, RICHARD J 933.91 SALARIED SALARIED 933.91 RENFRO, FORREST S 933.91 SALARIED ROBERTSON SR, TERRY A 933.91 SALARIED ROBERTSON, HERBERT DEAN RODEN, DAVID L 933.91 SALARIED 600.00 SALARIED 1,128.96 SALARIED 933.91 SALARIED ROHDE, DONALD WAYNE ROSAS, ANTONIO O ROWLAND, LLOYD E Rowley, Todd D SALARIED 933.91 SALARIED RUSSEK, RICHARD R. 933.91 882.50 SALARIED RUSSELL, RAYMOND BURNETT 933.91 SALARIED RYCHLIK, KENNETH JOSEPH 1,049.90 SALARIED 749.48 SALARIED 933.91 SALARIED SAPP, ELWIN BARTON Schaffner, Rochelle SEELY, CHARLES LARKIN SEXTON, JANICE KAY SHELTON, THOMAS E 749.48 SALARIED 989,98 SALARIED 696.00 933.91 SALARIED SIMMONS, CAROLYN J Skinner, Stephen L SALARIED 1,049.90 SALARIED SOTO, JOSEPH A SOUSLEY, RICKY LEE 989,**98** SALARIED SPARKMAN, THOMAS J Sparkman, Thomas J. Jr 1,128.96 SALARIED 933.91 SALARIED SALARIED SPEED, MELVIN LLOYD 933.91 SPILLERS, LARRY LYNN 1,128.96 SALARIED 933.91 SPRADLEY, CARL L STASNEY, RONALD LEE STEDMAN, MICHAEL E STEWART, BETTY J SALARIED 933.91 SALARIED 989.98 SALARIED SALARIED 696,00 TEAGUE, JOAN E TOBIAS, JULIO MARTIN TORRES, CARMEN Y TULLOS JR., CARL B. 989.98 SALARIED 1,049.90 SALARIED 696.00 SALARIED 933.91 SALARIED 933.91 SALARIED ULBRICH, CHARLES 749.48 VERDECANNA, LINDA G SALARIED 749,48 SALARIED WALKER, PATRICIA D

PAYEMP	FORI BEND COUNTY EMPLOYEE SALARY REPORT	00517	PAGE 0029
0027 SHERIFF DEPARTMENT		JAN 17, 1986,	1:30 PMN
EMPLOYEE-NAME	BIWEEKLY-RATE	Түре	
WARD, JOHN S Webber, IRIS JANETTE Welch, Larry Wayne Welker-Klentzman, Lea Anne	933.91 696.00 1,049.90 962.46 1,128.96 933.91	SALARIED SALARIED SALARIED SALARIED SALARIED SALARIED SALARIED	

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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	PAYEMP 00518	FORT BEND COUNTY Employee Salary Report		PAGE 0030
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		FRI,		
COUFAL, DAVID J824.00SALARIEDCROSBY, PHILIP W1,000.00SALARIEDDANNHAUS, BRENT A638.40SALARIEDGLENN, FORREST A659.20SALARIEDMC ARTHUR, SID824.00SALARIED	EMPLOYEE-NAME	BIWEEKLY-RATE		· · · · · · · · · · · · · · · · · · ·
	COUFAL, DAVID J CROSBY, PHILIP W Dannhaus, brent A Glenn, forrest A MC Arthur, SID	824.00 1,000.00 638.40 659.20 824.00	SALARIED SALARIED SALARIED SALARIED	

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PAYEMP	FORT BEND COUNTY	00519	PAGE 0031
0029 INDIGENT CARE	EMPLOYEE SALARY REPORT FRI,	JAN 17, 1986,	1:30 PMN
EMPLOYEE-NAME	BIWEEKLY-RATE	E TYPE	
GRAY, SHERRY D Herrera, Olivia Cortez Sims, Walter E Solomon, Hopie Jewel	451.61 527.00 449.44	I SALARIED D SALARIED 4 SALARIED 5 SALARIED	

PAYEMP	FORT REND COUNTY		PACE	0022
OO520	EMPLOYEE SALARY REPORT		FRUE	0032
0030 LIBRARY	FRI,	JAN 17, 1986,	1:30	PMN
219、219、211、20、11、1	3.4			
PAYEMP 00520 0030 LIBRARY EMPLOYEE-NAME	BIWEEKLY-RAT	E TYPE		
ALAS, MARY HELEN ALVAREZ, FRANCISCA ANDERSON, DEBORAH BARANSKI, BONNIE MAE BENNETT, MARY LEE BLACKBURN, KATHY LYNN BUTLER, CAROL C CALUB, LAURA N.				
ALAS, MARY HELEN	527.0	0 SALARIED		
ALVAREZ, FRANCISCA	334,8	1 SALARIED		
ANDERSON, DEBORAH	527.0	U SALARIED		
BARANSKI, BONNIE MAE	527.0	U SALARIED		
BENNETT, MARY LEE	719.0	U SHLHKIED		
BLACKBURN, KATHY LYNN	430,7	7 SALARIED		
BUTLER, CAROL C	719.0	U SALARIED		
CALUB, LAURA N.	719.0	U SALARIED		
CLARKE, NANCY	719.0	U SALARIED		
CLINE, CARMEN M.	527.0	U SALARIED		
CONRAD, CAROLYN A	1,244.7	7 SALARIED		
CRAWFORD, VERA M	527,0	0 SALARIED		
FLORES, PAULA L	527.0	0 SALARIED		
FRYBERT, BARBARA ANNE	527.0	0 SALARIED		
HARPER, ROSE	905.0	5 SALARIED		
HUMPHREY, DOROTHY M	554.6	1 SALARIED		
JARMUSZ, RUTH MARIE	727.9	3 SALARIED		:
KLOBEDANS, CYNTHIA	527.0	0 SALARIED		
LOEWE, DOROTHY	534.8	1 SALARIED		
MAHLMANN, MARY FRANCES	527,0	O SALARIED		
MATHIS, AUDREY S	527.0	O SALARIED		
MILCH, SHIELA	653.6	6 SALARIED		
MODRALL, GAYLE	745.0	0 SALARIED		
NEAL, JOE LOUIS, SR	506.0	7 SALARIED		
POWELL, JANE ANN	905.0	5 SALARIED		
POWERS, SYLVIA E	747.9	1 SALARIED		
RICHARDS, VIRGINIA	527.0	0 SALARIED		
ROMERO, ELIZABETH A	566,6	0 SALARIED		
RYBAK, DENISE M	527.0	0 SALARIED		
BENNETT, MARY LEE BLACKBURN, KATHY LYNN BUTLER, CAROL C CALUB, LAURA N. CLARKE, NANCY CLINE, CARMEN M. CONRAD, CAROLYN A CRAWFORD, VERA M FLORES, PAULA L FRYBERT, BARBARA ANNE HARPER, ROSE HUMPHREY, DOROTHY M JARMUSZ, RUTH MARIE KLOBEDANS, CYNTHIA LOEWE, DOROTHY MAHLMANN, MARY FRANCES MATHIS, AUDREY S MILCH, SHIELA MODRALL, GAYLE NEAL, JOE LOUIS, SR POWELL, JANE ANN POWERS, SYLVIA E RICHARDS, VIRGINIA ROMERO, ELIZABETH A RYBAK, DENISE M SEILER, BETTYE JANE	527.0 527.0 748.3 784.0 719.0 435.7	0 SALARIED		
WHATLEY, OLLIE GEAN	. 748.3	S SALARIED		
WILLIAMS, DAWN E	784.0	0 SALARIED		
WITT, JEANNE A	719.0	0 SALARIED		
WRIGG, BESSIE MICHEL	435.7	7 SALARIED		
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PAYEMP	FORT BEND COUNTY		<u>00</u> ;	521	PAGE	0033
	EMPLOYEE SALARY REPORT					
0031 COUNTY HEALTH DEPT.		i, jak	1 17,	1986,	1:30	) PMN
	BIWEEKLY-RA					
CULPEPPER, WALTER		00 5	SALAR)	IED		
GUEST, DIANE G	528.	00 9	ALAR	IED		
JONES, KIM PATRICIA	922 .	40 5	ALAR	IED		
REEVE, MARCY	872.	25 9	SALAR	IED		
WHITTEN, HELEN LOIS	798.	65 5	SALAR	IED		

PAYEMP 00522	FORT BEND COUNTY Employee Salary Report		PAGE 0034
	ERI BIUEEKLY-RA	, JAN 17, 198	5, 1:30 PMN
EMPLOYEE-NAME	BIWEEKLY-RA	TE TYPE	
BOOTH, JEANNE FLOYD BROWN, SHIRLEY M BURTON, DE ANNA COOPER, PAUL JOHNNIE GORENA, ALFONSO ROEL LEGENDRE, BARBARA JEAN MICKEY, BOUCHE TERRY, PAMELA ANN WEATHERS, RUBY LEONORA	669. 318. 258. 412. 258. 764. 318.	35 SALARIED 29 SALARIED 29 SALARIED 61 SALARIED 29 SALARIED 33 SALARIED 29 SALARIED 29 SALARIED 29 SALARIED 26 SALARIED	

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				(	0052		
PAYEMP	FORT BEND COUNTY EMPLOYEE SALARY REPORT					PAGE	0035
0033 FAIRGROUNDS		RI,	JAN	17,	1986,	1:3	O PMN
	BIWEEKLY-	RATI	E T'	YPE			
HARTUNG, HAROLD E Lott, Charlie Ybarra, Alfredo Hurtado			6 SI 5 Hi 8 Hi		Y		

PAY	0524

PAGE 0036

0000	FRI,	JAN 17,	1986	, 1:30	PM9
EMPLOYEE-NAME ABDUL-JABBAR, JAWAD ADAM, CARL BRYAN BAUMAN, JAMES ELLIS BELL, MICHAEL JOSEPH BROWN II, DONALD COULTER, JEAN MARIE CRAFT, MELBA L. DAVIS, SHARON DE CLAIRMONT, RICHARD G DILLE, RONALD M DUSAK, ASHLEY B. EWING, TOBIN E FOLSOM, KENT R FORBES, JULIA GREEN, SUZANNE GRESHAM, VERNON A GUERRA, MARGARET LYNN HAMILTON, JOSEPH JOHN HENN, KIM S KACAL, DONALD F KACAL, LARRY W KOFMAN, RENEE' IDA KOSLER, DANIEL G KOUTZ, ROGER W KRESS, KEVIN JOSEPH KRUSE, ALVIN CLAY LANHAM, CURTISS L LINDEMANN, JUANITA L MAGOUIRK, RAY W MAY, VICKI L MCDILL, MICHAEL MENOHER, KAREM	 BIWEEKLY-RAT	E TYPE			
ABDUL-JABBAR, JAWAD	939.8	5 SALAR	IED		
ADAN, CARL BRYAN	654.1	5 SALAR	IED		
BAUMAN, JAMES ELLIS	939.1	J SALAR	IED		
BELL, MICHAEL JOSEPH	939.8		IED		
BROWN II, DONALD	923.7				
COULTER, JEAN MARIE	958,9 704 0	D SALAN	IED -		
CRAFT, MELBA L.	184,8 701 0				
DAVIS, SHAKUN Davis, Shakun diguado o	(04.U 507 0	10 SHLAR 10 Colos	JED .		
DE CLAIRMUNI, KICHARD G	077.U Q72 A	0 3MLMM	TED		
DILLE, KUNHLU M Nucay Achiev B	737,4 766 9	5 SALAR	TED		
DUGHK, HOMLEI D. Cuino, todin E	070 C	15 SALAR	TED		
EWING, IUBIN E Foloom vent b	237.5 291 9		TED		
FULSUM, KENI K	QQ1 5		TED		
PURSES, JULIH	507 N		TED		
GREEN, SUZANNE Odeouwa ueducu a	970 C	5 CALAR	TED		
GKESHAM, YERNUN A	707.0 709 9	5 50LAR 56 601 65	TED		
GUERKA, MAKGAREJ LYNN	102.2 074 0	0 3767 7 601 66	TED		
HAMILIUN, JUSEMA JUHN	714,4 676 6	5 CALAR	TEN		
HENN, KIM S Vacal Donald F	707,0 05 <i>4 1</i>	A QALAR	TEN		
KACAL, DUNALD F	004.2 1 187 7		 		
KACAL, HENRY JUE	() US/3 QQD 4	7 QALAS	TED		
KAUHL, LAKKT W Vorman, bener: IDA	200,0	(9 SOLAS	TED		
KURMAN, KENEE IVH	1 255 4		TED		
KUƏLEK, UHNIEL G Voutz Bocep H	,,200,0 QA4 9	6 SALAR	IED	•	
NUUIC, KUGER W Vdece venin ingedu	985.1	1 SALAR	RIED		
NREDD, NEVIN VUDEFN Ndhee alvik rlav	935.4	5 SALAR	RIED		
NKUDE, HEYIN CEMT I Aun Mileo	979.9	15 SALAR	RIED		
LANUAM CUDTICS !	890.9	SALAR	RIED		
LYNNEMANM D'ETTA M	561.2	3 SALAR	RIED		
TNNEMANN JUANTTA I	597.(	0 SALAR	RED		
MACOUTOR, DAY N	623.4	8 SALAS	RIED		
HAQUIERI NEI W May uteut i	890.9	1 SALAR	RIED		
MCDILL, MICHAEL	895.0	)9 SALAF	TED		
MENOHER, KAREN	938.0	6 SALAF	RIED		
MESSBARGER, VINCENT M	937.1	6 SALAF	RED		
POULTON, PAUL ERIC		1 SALAF			
RAMSEY, HUGH DAVID		55 SALAF			
RITZIE, ERIC S		1 SALAF			
ROBERTSON, RICKY R		3 SALAF			
ROGERS, LAURA ANN		9 SALAF			
ROSENBAUM, KENNETH CHARLES		6 SALAF			
ROYAL III, JOHN L		1 SALAF			
TREVINO, MIGUEL		9 SALAF			
WALZ, MELINDA A		5 SALAF			
WATSON, JEFREY L		9 SALAR			
WELLER, LESLIE MARIE		5 SALAP			
WHITE, DAVID JAMEY		0 SALA			
WILLIAMSON JR, NORMAN E		SALAF			
WARFER THOOL AND HANDER P	20010				

TOTAL-EMPS = 0049

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PAYEMP	FORT BEND COUNTY EMPLOYEE SALARY REPORT	CAN 25 PAGE 0037
0035 VETERANS SERVICE	FRI,	JAN 17, 1986, 1:30 PMN
	BIWEEKLY-RATE	TYPE
CONRAD, PATRICK ROSS		3 SALARIED

#### FORT BEND COUNTY EMPLOYEE SALARY REPORT

PAGE 0038

	ENFLUTEE SHERKT				
0036 DATA PROCESSING		FRI,		1986, 1:	30 PMN
EMPLOYEE-NAME		BIWEEKLY-RATE			******
BLACK, CONNIE LYNH		1,045.00	SALARI		
HEINECKE, CONNIE R Holub, Carol		728.00 1,047.00	SALARI		
HUERTA, ZULEMA		1,287.76	SALARI	ED	
KNOWLES, TOMMY L		•	SALARII		i
LONG, BILLY RAY MILLER, CHARLES W			SALARI		
MONROE, KENETHA B		-	SALARI		
MYERS, LEWIS HENRY Plant, Edward J			SALARII		ļ
PRINDIBLE, JACK D		925.50	SALARII	ED	
RUIZ, LEE Seiler, charles e			SALARI		
SHEMANSKI, MARY BELISCH		927.00	SALARI	ED	
WALKER, LOU VEARN		1,025.00 600.00	SALARI SALARI		
WELCH, RANDY CARL		300,00		les le <sup>r</sup>	

		00527
PAYEMP	FORT BEND COUNTY Employee Salary Report	PAGE 0039
0037 ANIMAL CONTROL		JAN 17, 1986, 1:30 PMN
CMD) OVEC_NAME	BIWEEKLY-RAT	F TYPE
ABSCHNEIDER, VERNON Dubay, Ann	568.0	0 SALARIED 8 SALARIED
HAVEMANN, TRACY Reeves, Cynthia Sue		0 SALARIED 0 SALARIED

.

SALARIED

SALARIED SALARIED

575.08

597.00 597.00

HESCHNEIDER, VERNUN DUBAY, ANN HAVEMANN, TRACY REEVES, CYNTHIA SUE SCHNEIDER, MARIE KITSON SEITER, DAVID S WHEELER, TANYA

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PAYEMPO0528	FORT BEND COUNTY EMPLOYEE SALARY REPORT		PAGE	0040
0038 INTERNAL OPERATIONS			1986, 1:3	
EMPLOYEE-NAME		TYPE		
GUERRERO, ELIZABETH MC ANALLY, DIANA D Newberry, Bettye Lelane Prihoda, Dana Michelle	485.00 485.00 749.48	) SALAR] ) SALAR] } SALAR] ) SALAR]	IED IED IED	ana 455 956 466 466

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#### FORT BEND COUNTY Employee Salary Report

CO:29 PAGE 0041

 0039 BAIL BOND BOARD OFFICE
 FRI, JAN 17, 1986, 1:30 PM%

 EMP!.OYEE-NAME
 BIWEEKLY-RATE TYPE

 CHESSHIRE, MARY LYNN
 867.42 SALARIED

TOTAL-EMPS = 0001

الأذلا فتشريقك بتخريط بعنا والاحد

PAYENFO0530	FORT BEND COUNTY Employee Salary Report					PAGE	0042
0040 FIRE MARSHALL/SAFETY	DIRECTOR					1:30	
ENDLOYEE-NAME		LY-RATE	E TY	YPE			
TILTON, GARY ALLEN Weber, Dawn Elise		950,77 568,01	7 34 0 sf	ALAR) ALAR)	IED IED		
。 "你你你你你你你你你你你你你你你你你你你你你你你你你你你你?"	2. 计时时时代 计目录 计目录 计算法 计算法 计算法 化化化化 化化化化化	******		12 12 28 58 58 1	함 별 해 봐 한 한 한		

FORT BEND COUNTY EMPLOYEE SALARY REPORT 00531 PAGE 0043

0043 ENGINEERING DEPT.	FRI, JAN 17	<b>7, 1986</b> ,	1:30 PMN
	BIWEEKLY-RATE TYP	E	
BAKER, KARL E CROCKER, CHARLES GLEN DRACHENBERG, RONALD DEAN KINNEBREW, BLAINE PONCIK, ROSIE	1,294.49 SAL4 1,188.47 SAL4 1,386.53 SAL4 1,294.49 SAL4 6.87 HOU	ARIED ARIED ARIED ARIED	

FORT BEND COUNTY

PAGE 0044

1.4.26

	EMPLOYEE	SALARY	REPORT						
0047 ROAD & BRIDGE PCT, # 1				FRI,	JAN	17,	1986,	1:30	) PMN
					*****	****		**	
			BIWEEKL	Y-RATE	E TY	YPE			
著非是我們說來這些發展我的情報我能能做我的時候我的時候。									
ANDERSON, ADOLPH J ANDERSON, EDWIN BARNES, NORMAN CLARK BETTIN, HERBERT BOONE, JOE CASTILLO, SIMON M GRAGERT, GEORGE HARRIS, WILLIAM L. JR. KENDZIORA, FLORYIAN WILLIAM KENDZIORA, JOHN J			1,	153.85					
ANDERSON, EDWIN				11.99					. :
BARNES, NORMAN CLARK						OURLY			
BETTIN, HERBERT						JURLY			
BOONE, JOE				8,13					
CASTILLO, SIMON M				6.00					
GRAGERT, GEORGE				11.8					
HARRIS, WILLIAM L. JR.				6,00	5 HU	DURL	Υ		
KENDZIORA, FLORYIAN WILLIAM KENDZIORA, JOHN J LEHMANN, RICHARD E MOORE, DONALD PAVLISKA, JERRY PEREZ, ABDON, JR. POLLOCK, JOHN E PUSTKA, JOHNNIE P				11.93	9 HI	UURL	Ŷ		
KENDZIGRA, JOHN J	• *								
LEHMANN, RICHARD E				11.99					
MOORE, DONALD				872.3	•				ĺ
PAVLISKA, JERRY						DURLY			
PEREZ, ABDON, JR.						OURLY			
POLLOCK, JOHN E				.269.23					
PUSTKA, JOHNNIE P			1.	,730.7					
ROBERTS, MICHAEL A						DURLY			
SALAZAR, ENRIQUE				7.10					
SEBESTA, JOHNNY				9.09					
SYKOWSKI, MARK J				8.13				'	
SYKOWSKI, STANLEY				11.95					
URBANEK, LINDA G				865.2					
VACEK, LEONARD B				11.3					
WALGER JR, LOUIS E				7.9					
WALLECK, NATHAN E				9.6					
WASHINGTON, ALEX						OURL			1
WLECZYK JR, PETE				10.5		OURL			
WLECZYK, BARBARA ANN				527.0					
WOODS, EFFREN ARARAZ				7.1		DURLY			
ZWAHR, CALVIN FRED, JR				11.30					
ZWAHR, DALE ALLEN				11.6					
ZWAHR, GLEN C				7.40	5 H(	OURL	Y		e e e e e e e e e e e e e e e e e e e

FORT BEND COUNTY Employee Salary Report CO**533** PAGE 0045

	EMPLUYEE SALAKY REPURI	
0048 ROAD & BRIDGE PCT. # 2	FRI,	JAN 17, 1986, 1:30 PM
EMPLOYEE-NAME	BIWEEKLY-RATE	TYPE
ALDERMAN SR, PALMER ANDERSON, SYLVESTER A ARMSTEAD, WILLIE E BOONE, CALVIN A BOYCE, LINDA R CALLENDER, KENNETH CLOUDT, RAY ALAN CURLEE, JAMES L DE LEON, PETE DENHAM, BEN EVANS, M.C. GARRETT, WILLIE GERTSON, EMERSON DONALD	a a a a a a a a a a a a a a a a a a a	HOURLY
ANDERSON SYLVESTER A	11.85	HOURLY
ARMSTEAD. WILLIF F	7.73	
BOONE, CALVIN A	7.73	
BOYCE, LINDA R	568.35	
CALLENDER. KENNETH	9,79	
CLOUDT, RAY ALAN	9.53	
CURLEE, JAMES L	8,24	
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	11100	HOURLY
HEDT, W. LEE	11.85	HOURLY
HIGGINS, CLARENCE V		HOURLY
HOLIK, STEVEN		HOURLY
JEBBIA, ANTHONY JAMES		SALARIED
JUAREZ, JESSIE		HOURLY
KETTLER, LONNIE	11.85	
KRENEK, JOHNNIE	11.85	I RUUKLT
KROBOT, RAYMOND	11.85	
MAGER, HARVEY ALVIN	10.82	
MALY, DANIEL ROY	12.50	
MC CANN, JAMES L	843.81	SALARIED
NOTO, ANTHONY JULIUS	855.69	SALARIED
OBERHOFF, ERVIN	13.03	HOURLY
ORTEGA, LUPE	10,56	
PHILLIPS JR, ELMO	7.73	
PRYOR, CECIL E JR	7.98	HOURLY HOURLY
SANFORD, CLIFF	9.27 732.89	SALARIED
SAPP-FRIERY, PATSY	12.50 843.81 855.69 13.03 10.56 7.73 7.98 9.27 732.89 12.50	
	11.85	
TEYKL, PHILLIP	8.00	
TURNER III, WILLIE	7,98	
VELA, JESUS JR	9.27	
WASICEK, BENNIE	9.79	
ZUNKER JR, RICHARD A	9,73	r I Turtur In In III I

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TOTAL-EMPS = 0038

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FORT BEND COUNTY EMPLOYEE SALARY REPORT PAGE 0046

	EMPLOYEE SALARY	REPORT				
0049 ROAD & BRIDGE PCT. # 3		FRI,	JAN 17,	1986,	1:30	PMN
	401月月前前的日日日日日日日日					
BASS, FREDDIE LEE		891.34	SALAR	IED		
BEZECNY, RAYMOND G. JR		713.06	B SALARI	IED		
BROWN, DAVID SCOTT		713.08	3 SALAR	IED		
BUESING, CHESTER ROY		713.08	3 SALAR	IED		
CHERNOSKY, ANTON		1,229.35	5 SALARI	IED		
CHERNOSKY, FRANK		900. <b>86</b>	5 SALARI	IED		
CHERNOSKY, LEON		1,076.25	5 SALAR	IED		
DANOVE, ARNE DANIEL		846.15	5 SALAR	IED		
FREDERICK, DOIS		1,072.00	) SALAR	IED		
GARZA, PANCHO		993.07	SALAR	IED		
GONZALES, ANGEL		692.31	SALAR	IED		
GOWAN, MELVA E		638.00	) SALAR	IED		
GROTE, JODY		713.06	3 SALAR	IED		
HARRINGTON, DARBY		713.08	SALAR	IED		
HEMPHILL, WILLIAM		713.08	3 SALAR	IED		
JORDAN, THOMAS E		713.08	3 SALAR	IED		
MACEK, JOHNNY		798,64	SALAR	IED		
MAZURKIEWICZ, STEVE H		950,77	SALAR	IED		
PERKINS, ANDREW		736.84	SALAR	IED		
PRESSLEY, ALTON B		1,730,77	SALAR	IED		
ROBERTSON, ALEXIS		713.08	3 SALAR	IED		
ROBINSON, MICHAEL R		713.06	3 SALAR	IED		
SEELY, WALLACE D, SR.		1,310,75	5 SALAR	IED		
SHEARD, JOANNE MARIE		761.01	SALAR	IED		
SHEARD, OPAL L		713.00	3 SALAR	IED		
STADE, RICHARD E		721.0	) SALAR	IED		
TITMAN, JAMES DARYL		713.08	3 SALAR	IED		

TOTAL-EMPS = 0027

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FORT BEND COUNTY Employee Salary Report 00535 PAGE 0047

	EMPLUYEE SALARY REPURI	
0050 ROAD & BRIDGE PCT. # 4	FRI, J	IAN 17, 1986, 1:30 PMN
ANDERSON, ALAN	10.82	HOURLY
ANDERSON, JOE LOUIS	1,262.94	SALARIED
ANDERSON, ALAN ANDERSON, JOE LOUIS ASHTON, MERVYN BLUE, JAMES W	9.27	HOURLY
BLUE, JAMES W	6,70	HOURLY
CURRY, HENRY LEWIS	10.05	HOURLY
DIRBA, RAYMOND JOHN	10.30	HOURLY
FREDRICKSON, DUDLEY G		HOURLY
GARCIA, ALBERTO	6,75	HOURLY
GILMORE, JACKIE	7,46	HOURLY
GRANT, MARC	901.25	SALARIED
GRIFFIN, DONALD	6.70	HOURLY
HOOKER, 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		SALARIED
MALAC, ALDIS		HOURLY
MALOTA, ARNOLD F.		HOURLY
MORGAN, ACIE M	7.00	
MOSS, EDDIE	7,83	
ORDONO, NILA		HOURLY
PARKER, FREDDIE		HOURLY
PAVLOCK, MIKE		HOURLY
PESAK, DAVID		HOURLY
REZNICEK, HENRY, SR.		SALARIED
SHELTON, CLARENCE		HOURLY
SPECKMAIER, CALVIN		HOURLY
STRATMAN, BOBBY		HOURLY
STRATMAN, JOHNNY L		HOURLY
VYKUKAL, DENNIS		HOURLY
WARREN, WILLIAM P		SALARIED
WEYAND, ALLISON J		HOURLY
ZAPALAC, ALVIN	1,285.04	
ZOOK, GREGG	. 7,46	HOURLY
	计目录器 经济 日 化 医 经 日 的 医 的 的 的 的 的 的 的 的 的 的 的 的 的 的 的 的 的	羽结丝 单环 化苯基苯基苯基苯基苯基苯基 化苯基苯基

TOTAL-EMPS = 0035

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FORT BEND COUNTY EMPLOYEE SALARY REPORT

PAGE 0048

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	EMPLOYEE	SALARY	REPORT					
0051 DRAINAGE DISTRICT				FRI,	JAN	17, ====	, 1.986 =====	1:30 PM%
			DINEEVI	Y-RATE	E TYI	PE		
EMPLOYEE-NAME ALLEN, HENRY SR. ARMSTEAD, CHARLIE R BAXTER, LARRY J BENTON, BEVERLY A BENTON, STANLEY REID BUTLER, JACK D BYRD, BRYAN RAY CANIPE, JAMES CLINE CANIPE, TOMMY W CERNOCH, BYRON CHARLES DUDLEY, FREDDY E DUNN, MARLIN L DUSEK, EUGENE FRANK EASTERLING, JOHN GAMINO, RODRIGO L GAMINO, VALENTINE GERKEN, DANIEL E GLASSCOCK, IVAN W GRAY, ERNEST GRUDZIECKI, JOHN C GUNTLE, DAVID C HARTMANN, JANICE HEDT, GILBERT W HUNDL, MICHAEL J HUSTEDE, BENNIE R JACKSON, WILLIAM H JACOBSON, FRED JALOWY, DAVID W JANCZAK, THOMAS J JANKOWIAK, MIKE			*********				52333 <b>2</b>	计算机 化化学 化化化学
ALLEN, HENRY SR.				9.02	( HU	UKLI	Ť	
ARMSTEAD, CHARLIE R					HOI			
BAXTER, LARRY J					B HO			
BENTON, BEVERLY A					) HO			
BENTON, STANLEY REID					HO			
BUTLER, JACK D				11.65				
BYRD, BRYAN RAY					B HO			
CANIPE, JAMES CLINE					2 HO			
CANIPE, TOMMY W					2 HO			
CERNOCH, BYRON CHARLES					B HO			
DUDLEY, FREDDY E					3 HO			
DUNN, MARLIN L					в но			
DUSEK, EUGENE FRANK					D HO			
EASTERLING, JOHN				10.76				
GAMINO, RODRIGO L					7 HO			
GAMINO, VALENTINE					7 HO			
GERKEN, DANIEL E			1	,386,54				
GLASSCOCK, IVAN W					5 HO			
GRAY, ERNEST					0 HO			
GRUDZIECKI, JOHN C				5.6		URL		
GUNTLE, DAVID C					в но			
HARTMANN, JANICE				763.8				
HEDT, GILBERT W				11.7				
HUNDL, MICHAEL J					9 HO			
HUSTEDE, BENNIE R				12.0		URL		
JACKSON, WILLIAM H				5.5				
JACOBSON, FRED					3 HÓ			
JALOWY, DAVID W			3	,270.0				
JANCZAK, THOMAS J					3 HO			
JANKOWIAK, MIKE Jones, george Williams Jr.					0 HC			
JONES, GEURGE WILLIAMS JR.				10.3		URL		
KELLEY, CLYDE ROSS				5.8				
KERLEY, KERRY L					5 HC			
KRAMER, WILBURN H. JR			-	6.1		URL		
KUCHERKA JR, STANLEY L			2	,113.9		LAR		
LAMENSKY, CLARENCE W.				9.3		URL		
LOTT, ALVIN				8.5		URL		
MACHOSKY, STANLEY J				7.2		URL		
MATTHIES, THOMAS				6.4		JURL		
MEYEN, DAVID WAYNE		• •		9.5			RIED	
MEYER, JO ANN				748.7 8.2		JURL		
MOSIER, GEOFFREY L						JURL		
MUEGGE, MARK W				12.0		DURL		
PAYLICEK JR, ALBERT A						DURL		
PETERS, AUGUST P				6.8 10.5		DURL		
PIEPER, LESLIE E						OURL		
PUSTKA, DANIEL J				12.0				
RAMEY, MICHAEL				7.1				
REID, CHARLES M				11.7				
REID, CHARLES W				7.5				
RIVERA, GILBERTO				6.4	HI E	DURL	. 1	

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EMPLOYEE SALARY REPORT0051 DRAINAGE DISTRICTFRI, JAN 17, 1986, 1:30 PMEMPLOYEE-NAMEBIWEEKLY-RATETYPERODRIGUEZ, ALBERT7.10 HOURLYROHDE, KENNETH6.17 HOURLYSCHMIDT, W LEE1,231.73 SALARIEDSCHNEIDER, MELVIN C12.07 HOURLYSEBESTA, JR, TELLAS10.20 HOURLYSEBESTA, BILLY JOE6.49 HOURLYSEBESTA, TELLAS12.07 HOURLYSEBESTA, TELLAS12.07 HOURLYSEBESTA, TELLAS12.07 HOURLYSEBESTA, TELLAS5.53 HOURLYSURY, CHARLIE JOE, JR.5.53 HOURLYSTEAMER, ARTHUR J5.53 HOURLYSURY, THOMAS M5.53 HOURLYTWARDOWSKI, JAMES E5.53 HOURLYTWARDOWSKI, MARK T1,244.77 SALARIEDWARE, DEE FOREST6.00 HOURLY	PAYEMP	FORT BEND COUNTY	0(	)537 <sub>P</sub>	AGE	0049
EMPLOYEE-NAMEBIWEEKLY-RATETYPERODRIGUEZ, ALBERT7.10HOURLYROHDE, KENNETH6.17HOURLYSCHMIDT, W LEE1,231.73SALARIEDSCHNEIDER, MELVIN C12.07HOURLYSEBESTA JR, TELLAS10.20HOURLYSEBESTA, BILLY JOE12.07HOURLYSEBESTA, TELLAS12.07HOURLYSEBESTA, TELLAS12.07HOURLYSEBESTA, TELLAS12.07HOURLYSEBESTA, CHARLIE JOE, JR.12.07HOURLYSTADE, CLIFFORD L5.53HOURLYSTADE, CLIFFORD L5.53HOURLYSURY, THOMAS M5.53HOURLYTWARDOWSKI, JAMES E6.39HOURLYTWARDOWSKI, MARK T5.53HOURLYVOGLER, MARK A1,244.77SALARIEDWARE, BOBBY JOE5.53HOURLYWARE, DEE FOREST6.00HOURLY		FRI,	JAN 17,	1986,	1:30	PMN
RODRIGUEZ, ALBERT7.10HOURLYROHDE, KENNETH6.17HOURLYSCHMIDT, W LEE1,231.73SALARIEDSCHNEIDER, MELVIN C12.07HOURLYSEBESTA JR, TELLAS10.20HOURLYSEBESTA, BILLY JOE12.07HOURLYSEBESTA, MARK ALLEN6.49HOURLYSEBESTA, TELLAS12.07HOURLYSEBESTA, TELLAS12.07HOURLYSEBESTA, TELLAS12.07HOURLYSEBESTA, CHARLIE JOE, JR.12.07HOURLYSTEAMER, ARTHUR J5.53HOURLYSTEAMER, ARTHUR J5.53HOURLYSURY, THOMAS M5.53HOURLYTWARDOWSKI, JAMES E6.39HOURLYTWARDOWSKI, MARK T5.53HOURLYVOGLER, MARK A1,244.77SALARIEDWARE, BOBBY JOE5.53HOURLYWARE, DEE FOREST6.00HOURLY	EMPLOYEE-NAME	BIWEEKLY-RAT	E TYPE		***	
WIEGHAT, RODNEY W 10.09 HOURLY WITEK, RAYMOND, JR. 6.49 HOURLY ZAPALAC, FRANK E 5.92 HOURLY	RODRIGUEZ, ALBERT ROHDE, KENNETH SCHMIDT, W LEE SCHNEIDER, MELVIN C SEBESTA JR, TELLAS SEBESTA, BILLY JOE SEBESTA, BILLY JOE SEBESTA, TELLAS SLIVA, CHARLIE JOE, JR. STADE, CLIFFORD L STEAMER, ARTHUR J SURY, THOMAS M TWARDOWSKI, JAMES E TWARDOWSKI, MARK T VOGLER, MARK A WARE, BOBBY JOE WARE, DEE FOREST WIEGHAT, RODNEY W WITEK, RAYMOND, JR.	7.1 6.1 1,231.7 12.0 10.2 12.0 6.4 12.0 5.5 5.9 5.5 6.3 5.5 1,244.7 5.5 6.0 10.0 6.4	7 HOURLY 73 SALARIE 74 HOURLY 10 HOURLY 10 HOURLY 10 HOURLY 11 HOURLY 12 HOURLY 13 HOURLY 13 HOURLY 13 HOURLY 13 HOURLY 14 HOURLY 15 HOURLY 14 HOURLY 15 HOURLY 15 HOURLY 15 HOURLY	ED		

	ND COUNTY PAGE 0050
EMPLOYEE SI	ALARY REPORT
0052 J. P. PCT. # 2, PLACE 1	FRI, JAN 17, 1986, 1:30 PMN
======================================	BIWEEKLYRATE TYPE
	化化学 医化学 化化学 化化学 化化学 化化学 化化学 化化学 化化化
MOLINA, R. GEORGE	1,230.77 SALARIED
MONEY, DOROTHY JEAN	527.00 SALARIED
NTETO, MARY S	623,76 SALARIED

FORT BEND COUNTY Employee Salary Report 00539<sub>AGE 0051</sub>

8053 PURCHASING AGENT	FRI, JAN 17, 1986, 1:30 PMN
EMPLOYEE-NAME	
HAMMETT, JOHN J Jalomo, Gilbert D. Jr Kaminski, Debra Jeanne	950.77 SALARIED 618.00 SALARIED 527.00 SALARIED

00540 Payemp

FORT BEND COUNTY EMPLOYEE SALARY REPORT PAGE 0052

0163 ADMIN.			FF	•	AN 17,			-
EMPLOYEE-NA		: 2020 1월 22 1월 22 1월 19	BIWEEKLY-F			<b>杜丹斯的第一章:</b>		
BARNES, MAR	*****		166		SALARI			****
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TOTAL-EMPS = 0001

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PAYEMP				FORT EMPLOYEE	BEND COL				0	0541	PAGE	0053
0196 JUVE	NILE P	PROBATION (FY	86	T JPC )						1986,		
EMPLOYEE-I	NAME					BIWEEKL	Y-RATE	E T'	YPE			
DAVIS, KA				· 드 해 북 부 작 II II 또 목 두 두			947.60					

00542				
PAYENP	FORT BEND COUNTY	P	AGE	0054
	EMPLOYEE SALARY REPORT			
0197 ADULT PROBATION (FY 86 ISP:		JAN 17, 1986,		
	BIWEEKLY-RATE	E TYPE		
LACINA, EDMUND GARY		SALARIED		

	P	A'	YE	EM	P
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FORT BEND COUNTY

00543 PAGE 0055

ADAMEK, WILMA1,040.04SALARIEDARISMENDEZ, SOILA C634.62SALARIEDBASSETT, RAE ETTA1,038.46SALARIEDCASEY, THOMAS K1,069.23SALARIEDCOLEMAN, LINDA1,040.04SALARIEDDAVIDOFF, MARCIA C442.00SALARIEDDOBSON, AL JR.1,386.54SALARIEDELKINS, LAWRENCE NEWTON1,040.04SALARIEDGEORGE, EUNICE H1,022.50SALARIEDGOLD, ANNIE L673.46SALARIEDGRAEBER, PATTY ADELE457.69SALARIEDGUILLEN, ESTELLA G1,072.81SALARIEDKETTLER, THERESA271.95SALARIEDMORENO, ROBERT1,040.04SALARIEDSTELLY, PAMELA RAY685.35SALARIED		EMPLOYEE SALARY	REPORT		
EMPLOYEE-NAMEBIWEEKLY-RATETYPEADAMEK, WILMA1,040.04SALARIEDARISMENDEZ, SOILA C634.62SALARIEDBASSETT, RAE ETTA1,038.46SALARIEDCASEY, THOMAS K1,069.23SALARIEDCOLEMAN, LINDA1,040.04SALARIEDDAVIDOFF, MARCIA C442.00SALARIEDDOBSON, AL JR.1,386.54SALARIEDELKINS, LAWRENCE NEWTON1,040.04SALARIEDGEORGE, EUNICE H1,022.50SALARIEDGOLD, ANNIE L673.46SALARIEDGUILLEN, ESTELLA G1,072.81SALARIEDKETTLER, THERESA271.85SALARIEDMORENO, ROBERT1,040.04SALARIEDSTELLY, PAMELA RAY685.35SALARIEDVELA, JAVIER1,072.81SALARIED	0199 ADULT PROBATION (FY 86 TAPC	:>	FRI,	JAN 17, 1986,	1:30 PMN
ADAMEK, WILMA1,040.04SALARIEDARISMENDEZ, SOILA C634.62SALARIEDBASSETT, RAE ETTA1,038.46SALARIEDCASEY, THOMAS K1,069.23SALARIEDCOLEMAN, LINDA1,040.04SALARIEDDAVIDOFF, MARCIA C442.00SALARIEDDOBSON, AL JR.1,386.54SALARIEDELKINS, LAWRENCE NEWTON1,040.04SALARIEDGOLD, ANNIE L673.46SALARIEDGRAEBER, PATTY ADELE457.69SALARIEDGUILLEN, ESTELLA G1,072.81SALARIEDKETTLER, THERESA271.95SALARIEDMORENO, ROBERT1,040.04SALARIEDSTELLY, PAMELA RAY685.35SALARIEDVELA, JAVIER1,072.81SALARIED	ENDI AVEE-NAME		BINEEKI Y-RATE	TYPE	
WALZEL, PAT L 673.46 SALARIED	ADAMEK, WILMA ARISMENDEZ, SOILA C BASSETT, RAE ETTA CASEY, THOMAS K COLEMAN, LINDA DAVIDOFF, MARCIA C DOBSON, AL JR. ELKINS, LAWRENCE NEWTON GEORGE, EUNICE H GOLD, ANNIE L GRAEBER, PATTY ADELE GUILLEN, ESTELLA G KETTLER, THERESA MORENO, ROBERT STELLY, PAMELA RAY		i, 040, 04 634, 62 1, 038, 46 1, 069, 23 1, 040, 04 442, 00 1, 386, 54 1, 040, 04 1, 022, 50 673, 46 457, 69 1, 072, 81 271, 85 1, 040, 04 685, 35	SALARIED SALARIED SALARIED SALARIED SALARIED SALARIED SALARIED SALARIED SALARIED SALARIED SALARIED SALARIED SALARIED SALARIED	9 <b>* 2</b> 2 <b>* * * * * * *</b>
	WALZEL, PAT L		673,46	SALARIED	

00544	
PAYEMP	

FORT BEND COUNTY ENPLOYEE SALARY REPORT FRI, JAN 17, 1986, 1:30 PMN 0199 ADULT PROBATION (FY S6 TAPC) BIWEEKLY-RATE TYPE EMPLOYEE-NAME - 2 2 2 3 3 3 3 3 2 3 3 4 2 3 3 4 2 3 4 2 3 4

19 00545 Appl. # 80725 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.

L

Karl E. Baker, Assistant Engineer

1-23-86 Date (1) Complete Application Form a. Name of road, street and/or highway affected Map or plat showing course or direction Ь. c.

Plans and specifications.

Perpetual bond currently posted

-or-

(2) Bond

V

Performance bond submitted in the amount of

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at the second se	NOTICE OF FORT	PROPOSED CABLE AND/OR BEND COUNTY ROAD OR DI	POLE LINE ACTI TCH RIGHT-OF-W	VITY IN AY		
00546	То	be Submitted in Quintu	plicate5	-		-
COUNTY OF FORT BE	ND			inct No		·····
COMMISSIONER'S CO	URT		Key Noti	Map Ref.	No. <u>607</u>	21
construct, mainta	in and/or	ven that Southwestern Be repair a cable, conduit ad or ditch within Fort	and/or pole ]	ine, unde	r or acros	lay, s the
CABLE, CONDUI	T AND/OR P	OLE LINE TO CROSS FOLLO (Check Type of Co	nstruction)			
Road or Ditc	h Namo F	Distance & Direction From Nearest Intersectio		<u>Type o</u> Bored	<u>f Construc</u> Jacked	tion Cased
Canal Road		1866' west of Belew Road		XXXX	Jackeu	
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Proposed buried w	<u>vire will b</u>	egin in the north right	of way of Cana	al Road at	<u>a point i</u>	<u>869' west</u>
of way through a	e0' bore c	and west for a distance of a sea in 4" P.V.C. duct.	then will extend	end east f	<u>to the sou</u> or a dista	th right
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shown on the atta <u>appurtenances are</u> proposed installa tion, Maintenance Streets, Highways of the Commission of Fort Bend Coun	ched plans required) tion shall and Repai and Drain er's Court ty, Texas,	and drawings. <u>(Plans</u> . The laying, construc be subject to "A Revis r of Cables, Conduits,	and drawings o tion, maintena ed Order Regul and/or Pole Li d County, Texa exas," as pass May, 1982, rec	f propose nce and/o ating the nes, Unde s, Under ed by Com orded in	<u>d installa</u> r repair o Laying, C r or Acros the Jurisd missioner' Volume 17	tion and if the construc- s Roads, liction s Court of the

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Written notice required 48 hours in advance of construction.

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

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

Vernon's Texas Civil Statutes.
COMPANY NAME:
AGENT AND/OR OWNER: Jury J. Paux
(signature) Network Services Supervisor-
TITLE: Engineering (Design)
16225 Park Ten Place, Suite 240 ADDRESS: Houston, Texas 77084
Telephone No.: <u>578-8781</u> Date: Jan. 13, 1986 Log No.: RR*2

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00546-A

## CHRISTOPHER DI STEFANO AND ASSOCIATES ARCHITECTS, INC.

 $(\mathcal{D})$ 

## PROPOSED NEW COURT HOUSE ANNEX FOR FORT BEND COUNTY

PREPARED : JAN. 24, 1986

### 00546-8

#### CHRISTOPHER DI STEFANO & ASSOCIATES ARCHITECTS, INC.

FORT BEND COUNTY	COURTHOUSE ANNEX 11	OUTLINE SPECIFICATIONS
A. CODE REQUIRE	EMENTS - Based on the Standard Buildin	g Code (1985 Edition)
Section 405	Classification: Business, Group B -	Section 405.1
Section 412	Allowable Heights and Areas (Table 4	00)
	Business: Type II unlimited heig	ht and area
Section 603	Classification of Building by Type o	f Construction:
	columns, floors and roof, a materials and are protected	rs, including exterior walls, are of non-combustible d so as to have fire resistance ed for the structural elements
	Floors - 2 hours	

Columns-3 hoursBeams-2 hoursRoof-1 hour

Section 700-2900 All other Sections not specifically mentioned and applicable to this project will be adhered to.

B. DESCRIPTION OF BUILDING

- Office: 7 floors total square feet: 101,712
   Elevators: 4
- 3. Stairs: 2

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A.

- 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 stude 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:

<u>Plumbing</u> - 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.

<u>Air Conditioning</u> - 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.

#### -3-

#### 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

FIRST FLOOR (12,320 S.F. Available)	SPACE REQUIRED	ADJUSTED
COUNTY CLERK J.P. #1 WELFARE LOUNGE VETERANS	10,000 1,500 900 900 420	8,600 1,500 900 900 420
	13,720 S.F.	12,320 S.F.
SECOND FLOOR (13,280 S.F. Available)		
DISTRICT CLERK CHILD SUPPORT	10,500 4,100	9,180 4,100
	14,600 S.F.	13,280 S.F.
THIRD FLOOR (12,700 S.F. Available)		
COUNTY COURTS & ADMINISTRATION DISTRICT ATTORNEY	10,880 1,820	
	12,700 S.F.	
FOURTH FLOOR (10,316 S.F. Available)		
DISTRICT ATTORNEY	10,316 S.F.	• • •
FIFTH FLOCR (10,316 S.F. Available		
AUDITOR BAIL BOND ADMINISTRATIVE/COORDINATOR TREASURER SPARE	4,000 600 2,200 600 2,916	
	10,316 S.F.	
SIXTH FLOOR (10,316 S.F. Available)		
SEVENTH FLOOR (10,316 S.F. Available)		

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# 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.

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#### Open bids for officers uniforms for Fort Bend Sheriff's Dept.:

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

- 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

SUBMITTED

#### COMPANY

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 NUMBER: 86-5

#### VENDORS NOTIFIED BY LETTER

00549

3M OFFICE SYSTEMS DIVISION ALLIED TECHNOLOGY, INC. CENTRAOL TEXAS MICORGRAPHICS GLOBAL SERVICES JOHN LANE MICROGRAPHICS MINO MICORGRAPHICS, INC.

BID ITEM: NOTICE TO LEASORS OF MINERAL RIGHTS

BID NUMBER: 86-6

#### OFFERORS NOTIFIED BY LETTER

3)

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,	19 <u>86</u> .
STARTING W FILM CODE	ITH NO. <u>vo1,30</u>	pg,401	

ENDING WITH FILM CODE NO. vol. 30 pg.550

DIANNE WILSON, COUNTY CLERK FORT BEND COUNTY, TEXAS

BY alice arialte 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 <u>11</u> DAY OF <u>MARCH</u>, 19<u>86</u>. STARTING WITH VOLUME NUMER <u>30</u> PAGE NUMBER <u>551</u>.

> DIANNE WILSON, COUNTY CLERK FORT BEND COUNTY, TEXAS

BY <u>Alice Arivette</u> DEPUTY

0030

#### AGENDA FORT BEND COUNTY COMMISSIONERS COURT COURTHOUSE ANNEX, RICHMOND, TEXAS REGULAR SESSION MONDAY, FEBRUARY 3, 1986 9:00 O'CLOCK'A.M.

- 1. Approve minutes of meeting of January 27, 1986.
- **2**. Approve changes in depository pledge contracts.
- Approve line item transfers in budgets. 3.

- Approve out-of-town travel requests for County personnel. 4.
- 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)
- Consider approval of bonds & oaths for Donald Mudd & Wyatt Binford, 6. reserve deputies for Precinct 2 Constable.
- Consider approval of, and accept bond & oath for, John Taylor Harris, 7. Reserve Deputy Constable in Precinct 4.
- ·8. Consider approval of interlocal agreements between Fort Bend County and various agencies within Fort Bend County.
- Consider approval of 1986 interlocal agreements between Fort Bend 9 " County and Waller & Lavaca Counties for the housing of juveniles.
- Rebudget year-end fundings for Precinct 3 Permanent Improvements. 10.
- Accept Frazier Rd., Lakeview Rd. & Riverview Rd. into the County road maintenance system in Precinct 1. 11.
- 12. Consider advertising for bids for May primary ballots and election supplies as required by law.
- Consider approval of change order #2 in the amount of \$2,995 for the 13. Precinct 1 maintenance facility.
- Consider approval of pay request #3 in the amount of \$41,947.49 to 14. The Marton Co. Inc. & architect's fee to Chris DiStefano in the amount of \$713.11 for work completed on Law Enforcement Academy.
- Consider disposition of remaining funds in 1985 rural fire call budget. 15.
- Consider approval of invoice in the amount of \$50 to South Texas County 16. Judges & Commissioners Assn. for 1986 dues.
- 10:00 a.m. Continue public hearing on declaring all County-maintained 17. roads as official County roads.
- Consider appointments to the Fort Bend County Children's Protective 18. Services Board.
- Discuss and take action on recommended changes to Policies & Procedures 19. Manual.
- 20. Set priorities on 1987 Criminal Justice applications.
- Consider approval of Substantial Completion Document for new library. 21.
- 22. Consider awarding bids on (1) Officers' uniforms for Sheriff's Dept.; (2) Pest control services; (3) Coon Acres mineral lease; (4) Automobiles
- Meet in Closed Session to discuss litigation & personnel matters as authorized by Article 6252-17, Section 2 (e) & (g), V.T.C.S. 23.
- Take action on any items discussed in Closed Session. 24.
- 25. Approve bills.
- 26. Adjournment.

rdie E. May

E. Stavinoha, County Judge

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AGENDA - PAGE TWO FORT BEND COUNTY COMMISSIONERS COURT FEBRUARY 3, 1986

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EILED BOR RECORD
2:35
JANS 0 1986
Acina Thilean
Sterne Bare On Tak
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 <u>Riffs p.M.</u> by <u>M. Handup</u>.

#### 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

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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 cott C. Smith

Executive Director

#### COUNTY OF FORT BEND

#### 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 Nemec

Period:	Date of Departure 2/18/86
	Date of Return 2/27/86
Purpose of Trip:	<u>attend Smith &amp; Wesson Armorer</u>
	for the Revolver
Places to be Visi	ited:Springfield, Massachusetts
(State whether b auto, airline, etc.	
1/30/86	Sheriff
Date	Title
* * * * * *	pers' Court J-3-86

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

#### PINK COPY-Attach to Travel Expense

GOLDENROD COPY---Department Copy

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: D. Carden brtin F.p. 1986 Period: Date of Departure\_\_\_\_ Date of Return Symposium Judicia Mational Purpose of Trip: \_ Inter San Places to be Visited: Mode of Transportation (State whether by personal airline auto, airline, etc.).\_\_ pproved: Commissioners' Co 2-3-86 Date UN Na Countv Jud

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

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: Day Lecluston Midne Period: Date of Departure\_2-11-86 Date of Return \_2-14-86 Alle Schoo Purpose of Trip: \_\_\_\_ antion Places to be Visited: lan\_ Mode of Transportation (State whether by personal auto, airline, etc.)\_ - 31-84 s la Date Approved: Commissioners' Court 1 <u>3-86</u> 2-

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

1, 3 rcm



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:

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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.
- 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.

#### Page 2

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 factury 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.

Sincere eye

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.

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AS PER ORIGINAL

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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

p

Dear Constable Pring:

Upon checking their work history and references I have no problem with son rylor harts and John Warren Pickering becoming either a constable or a reserve constable in your office.

Sincerely,

ł

Richard Sellet

Richard Selleh Personnel Director Fort Bend County

cc: Commissioner Lutts

## DEPUTATION

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<b>5</b> 62 <b>DE</b>	PUTATION
	AS PER ORIGINAL
THE STATE OF TEXAS	
County of FORT BEND	I RICHARD P. PRING CONStable
· ·	ty of TURT BEND and State of Texas, having
ull confidence in ton T. HARI	SIS
ith the consent of the Honorable Commission	pers' Court of LORT BEND County, nominate
nd appoint them the said	D. T. HARRIS my true and
	to do and perform any and all acts and things pertaining to the
rice of said CONStable Pr	2.F.C.I.N.C.T. 4
stifying and confirming any and all such act	and things lawfully done in the premises by virtue hereof.
WITNERS my band, this	der of 1985
	of FORT BEND County, Texas.
THE STATE OF TEXAS	
COURLY OF FORT BEND	BEFORE ME, CYNTHIA L. ROPRIVA
	a and for fort BEND County, Texas,
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n this day personally appeared R.T.S.H.	ARD P. PRING - CONSTRALE TRECINCY 4
	ARD P. PRING - CONSTUDE PRECINCY 4
FORT BEND COUNTY , T	SXA.Sknown to me to be
FORT BEND COUNTY T	SXALS
he person whose name is subscribed to the	SXALS
FORT BEND COUNTY T	5X.A.S
FART BEND COUNTLY To he person whose name is subscribed to the he same for the purposes and consideration GIVEN under my hand and seal of office this	EX.f. 5. known to me to be foregoing deputation, and acknowledged to me that he executed therein expressed. at $L221 ELORIDGE RD SUGAR LAND$ FEB 19ELG
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FART BEND COUNTY, The person whose name is subscribed to the he same for the purposes and consideration GIVEN under my hand and seal of office this. CYNTHIA KOPRIVA Notary Public, State of Texas My Commission Expires 7-18-89 O I. JON T. MARRIS wear (or affirm) that I will faithfully execution CONSTABLE Prescingt	EXAS known to me to be foregoing deputation, and acknowledged to me that he executed therein expressed. at 1221 ELORIDGE RD SUGAR LAND of FED 1984 Amthia 1 Kopping ATH OF OFFICE
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Merchants		TX 3854	88
	BOND - Mut	DING CO.	
	6000 N. LAMA	R • SUITE 200 • AUSTIN, TEXAS	\$ 78752-4497
	L BOND AND OAT	H w	
THE STATE OF TEXAS	٤.		
County of <u>Fort Bend</u>	• :		
KNOW ALL MEN BY THESE PRESENTS:			
That we, Jon T. Harris MERCHANTS BONDING COMPANY (	· · · · · · · · · · · · · · · · · · ·	, as Pri	ncipal, and
be MERCHANTS BONDING COMPANY ( of Texas, as Surety, are held and bound unto'	1		
in the sum of <u>Two Thousand and NO/10</u> payment of which we hereby bind ourselves ar	00(\$ _	2.000.00 ) DOLLAI administrators, jointly and	RS, for the
THE CONDITION OF THE ABOVE		•	≁ bounden
Principal was on the 30th de			
duly <u>Appointed</u> to the o	fice ofDeputy	·,	13,
(Elected - Appointed)		County in the Stat	*
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ACKNOWLEI	JGEMENT OF PRINCI	PAL	
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County of <u>Fort Bend</u>	<ul> <li>A second sec second second sec</li></ul>		
Before me,Stan Migura	and a standard stand Standard standard stan	on this day personally	·· anneared
Jon T. Harris	known to me to be the pe	erson whose name is subscri	ibed to the
toregoing instrument, and acknowledged to me therein exp essed.	that he executed the sam	ne for the purposes and con	nsideration
Given under my hand and seal of office,			
this <u>30th</u> day of .	January		9.86
	Mary	Thesene	
SEAL, //	Fort Bend	Cour	nty, Texas.

273-CP-1000 -

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		and COUNTY COMMISSIONER)	•
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of			
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	OA	TH OF OFFICE (GENERAL)	
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## 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 Thelman M. Mroone ATTEST Secretary City SIGNED this 3rd day of February 1986 County of Fort Bend budge E. Stavinoka County



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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:

- 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.
- 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.

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.

IGNED this 17th day of January , 198 6.

City of Richmond, Texas

Thelmon to. Mare

ATTEST:

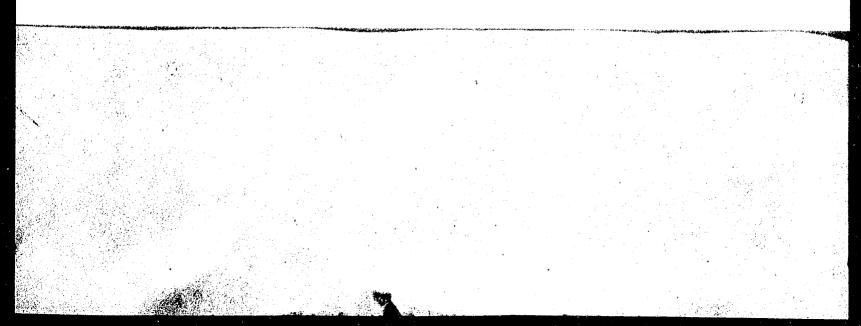
Matak Secretary

SIGNED	this	3.eo	day	of	February.	198 <u>6</u>	•
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County of Fort Bend

E. Mavinoha

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## THE STATE OF TEXAS

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COUNTY OF FORT BEND

#### INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND WHARTON COUNTY JUNIOR COLLEGE

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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 21986.

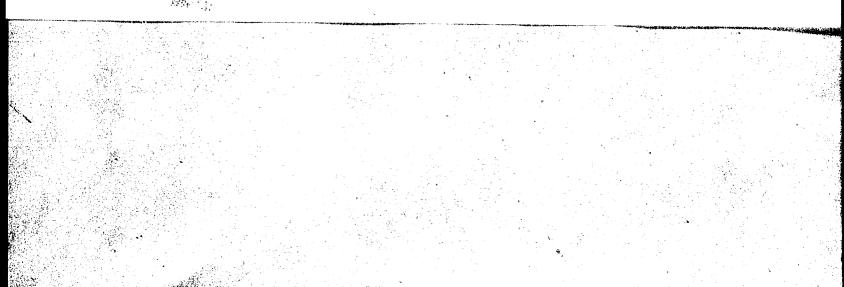
WHARTON COUNTY JUNIOR COLLEGE

a Richard Hyde Director of Business

Administrative Services

ATTEST:

SECRED this <u>3</u><sup>eD</sup> day of <u>Eluary</u>, 19<u>86</u>. County of Fort Bend <u>Unite Haventon</u> ATTEST: <u>County Clerk</u>



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## **0030<sup>THE</sup> STATE OF TEXAS**

COUNTY OF FORT BEND

## INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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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.

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- 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, 198 <u>6</u>, 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.

Chai

SIGNED this 20th day of January, 1986.

rman

of

Lamar Consolidated Independent School District

Trustees

L. Culpepper Secretary

SIGNED this 3RD

Ison

day of February, 1986.

County of Fort Bend

E. Ktavinoka Judge Unty

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## 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:

- 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.

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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.

7.

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 \_\_\_\_\_\_ day of \_\_\_\_\_\_ , 1986 City of Rosenberg, Texas ATTEST: Secretary City SIGNED this 300 day of <u>February</u> 198<u>6</u> County of Fort Bend Tovinsta ATTEST County Clerk 

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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.

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, 198\_\_\_\_\_ annually thereafter. , and must be renewed It is expressly understood and agreed by the parties hereto that this Agreement will have 9. no force or effect until duly executed by all parties as provided herein below. SIGNED this 22nd day of January , 198<u>6</u> ROS City of Rosenberg, Texas ATTEST: diese) 70 Ci Secretary SIGNED this 300 day of <u>February</u> 1986 County of Fort Bend X County Judge ATTE8 son Cou  $U_{41}$ \*\*\*\*\*\*

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 <u>Lavaca</u>, hereinafter referred to as <u>"Lavaca</u>"

WHEREAS, <u>Lavaca</u> desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of <u>Lavaca</u> has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist <u>Lavaca</u> 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 <u>Lavaca</u> monthy for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by <u>Lavaca</u> 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 <u>Lavaca</u>, 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 <u>Lavaca</u> 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.

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0030	6.	It is understood and agreed between the parties that it will
		be the respnsibility of <u>Lavaca</u> (and not Fort Bend) to pick up and transfer any and all juveniles under their juris- diction 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 <u>Lavaca</u> being held, pursuant to this agreement.
,	8.	The visitation of juveniles in Fort Bend County Juvenile Detention Center is Tuasdays 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 <u>Lavaca</u> 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 onDecember 31, 1986
	SIG	NED this <u>31st</u> day of <u>December</u> , 19 85.
		THE COUNTY OF TEXAS
		Ulifhis 10 ton and
	· •····	, County Judge
ATT	EST:	Alex Strauss, Co. Clf. APPROVED AS TO FORM:
B	2/100 y: An	ile Sanchez, Deputy
·.	SIG	NED this <u>3</u> day of <u>february</u> , 19 <u>36</u> . Sterling Moore, Acting Officer
		THE COUNTY OF FORT BEND, TEXAS
ATTI	EST:	Jane Hilson
		, County Clerk

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THE STATE OF TEXAS:

COUNTY OF FORT BEND:

## 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 <u>Waller</u>., hereinafter referred to as <u>Waller County</u>.

WHEREAS, <u>Waller County</u> desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of <u>Waller County</u> has duly authorized this \_\_\_\_\_\_\_\_\_ agreement;

WHEREAS, Fort Bend desires to assist <u>Waller Co.</u> 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 <u>Waller</u> 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 <u>Naller County</u> monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by <u>Waller County</u> 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 <u>Waller County</u>, 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 <u>Waller County</u> 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.

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- 6. It is understood and agreed between the parties that it will be the responsibility of <u>Waller Co.</u> (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 <u>Waller County</u> 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 <u>Waller Co.</u> 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 <u>December 31, 1986</u>.

SIGNED this 23rd day of December , 19 85.

THE COUNTY OF WALLER , TEXAS

<u>A.M. McCaig</u>, County Judge

**ATTEST:** 

Chra D. Mathis, County Clerk

SIGNED this 3 day of <u>Julinuary</u>, 19<u>36</u>.

THE COUNTY OF FORT BEND, TEXAS Judge County

ATTEST taine M

APPROVED AS TO FORM:

Ime 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 an 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 Lamke 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)

00 <b>5</b> 88	UPON	COMPLETE EX	ECUTION, RE	ETURN THIS COPY	TO:
CHANGE ORDER 0030 AIA DOCUMENT G701	OWNER ARCHITECT Contractor Field Other	KIKIK	<b>-</b>		) - J 7
				AS PER ORIGINAL	<u></u>
PROJECT: Ft. Bend County (name,address) Maintenance Fa Crabb, Texas		1 CHANG	E ORDER NU	JMBER: Two	
TO (Contractor)					ł
Street/Peters C P.O. Box 218949 Houston, Texas		nc. CONTR	ACT FOR: Ft Ma	CT NO: 8504 onstruction c . Bend CoI aintenance Fa abb, Texas	Prècinct acility
L			ACT DATE: N	November 25,	1985
You are directed to make the followi	ing changes in this				
store front entry, i 3'-0" x 7'-0" standa aluminum framing wit threshold. Canopy wi panel soffit. Revise will be enlarged to towel dispenser/disp	rd door with h clear glaz ll be standa d windows wi 5'-0" x 6'-0	standard 1 ing, Jacks rd metal b ll have bro	hardware, on concea uilding d onze pain	bronze anod led closer, esign with mo t. Toilet 21	and etal 3
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AIA DOCUMENT G701 \* CHANGE ORDER \* APRIL 1970 EDITION \* AIA® \* © 1970 \* THE AMPRIC AN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

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7/22 - copy to Lt. Sparkman

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## 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

CHUIS DI STEFANO, edeno

cc: Kathy Hynson, County Treasurer

| TO (OWNER): Fort Bend County Commissioners<br>P.O. Box 368<br>Richmond, Texas 77469                                                                                                                                                                                                                                                                                                                                                                                         | The second |                                                                                                                                                                                                                              | VINISH ACKINIS ON LEVELSE SIGE                                                                                                           | PAGE ONE OF                                                                             |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | PROJECT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Fort Bend Law Enforcement Acadany<br>Richmond, Texas                                                                                                                                                                         | APPLICATION NO: 3<br>PERIOD TO: 1-31-86                                                                                                  | Distribution to:<br>OWNER<br>CARCHITECT                                                 |
| FROM (CONTRACTOR): The Marton Company, Inc.<br>8234 Braniff<br>Houston, Texas 77051<br>CONTRACT FOR: Complete Construction                                                                                                                                                                                                                                                                                                                                                  | aripany, Inc. VIA (ARCHITECT):<br>as 77061<br>struction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | TECT): Christopher Disterant<br>2500 City West Blvd. #2010<br>Houston, Texas 7042                                                                                                                                            | ARCHITECT'S<br>PROJECT NO:<br>CONTRACT DATE: 10–18–85                                                                                    |                                                                                         |
| <b>CONTRACTOR'S APPLICATION FOR PAYA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                    | ICATION FOR PAYM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>MENT</b> Application is made for Payment, as shown below, in continuation Sheet, AIA Document G703, is attached                                                                                                           | Application is made for Payment, as shown below, in connection with the Contract.<br>Continuation Sheet, AIA Document G703, is attached. | on with the Contr                                                                       |
| CHANGE ORDER SUMMARY                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1. ORIGINAL CONTRACT SUM                                                                                                                                                                                                     |                                                                                                                                          | 170,550.00                                                                              |
| Change Orders approved in previous months by Owner TOTAL                                                                                                                                                                                                                                                                                                                                                                                                                    | ADDITIONS DEDUCTIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ₩ ₩ ₩                                                                                                                                                                                                                        | · · · · · ·                                                                                                                              | 0.00<br>170,550.00<br>152,025.00                                                        |
| Approved this Month<br>Number Date Approved                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <ul> <li>(Column G on G703)</li> <li>5. RETAINAGE: <ul> <li>a. 5</li> <li>% of Completed Work</li> <li>(Column D + E on G703)</li> <li>b. 5</li> <li>% of Stored Material</li> <li>(Column F on G703)</li> </ul> </li> </ul> |                                                                                                                                          |                                                                                         |
| TOTALS                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Total in Column 1 of G703)                                                                                                                                                                                                   | 703)                                                                                                                                     | PE 57.109/2                                                                             |
| Net change by Change Orders                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 6. TOTAL EARNED LESS RETAINAGE                                                                                                                                                                                               | <br><br><br><br><br><br><br><br><br><br><br><br><br>                                                                                     | 144,423.75-                                                                             |
| The undersigned Contractor certifies that to the best of the Contractor's knowledge,<br>information and belief the Work covered by this Application for Payment has been<br>completed in accordance with the Contract Documents, that all amounts have been<br>paid by the Contractor for Work for which previous Certificates for Payment were<br>issued and payments received from the Owner, and that current payment shown<br>herein is now due.                        | to the best of the Contractor's know<br>I by this Application for Payment ha<br>lot Documents, that all amounts ha<br>ch previous Certificates for Paymen<br>Owner, and that current payment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                              |                                                                                                                                          | 200<br>362.49<br>362.49                                                                 |
| CONTRACTOR: , 8234 Marton Co., Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                         | ŭ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | State of: Texas                                                                                                                                                                                                              | County of: Harris                                                                                                                        | 21.41.20                                                                                |
| By: Hill Troat                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Date: Jan. 16, 1996                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Subscribed and sworn to before me this<br>Notary Public: Parrela L. Haag<br>My Commission expires: 8/21/89                                                                                                                   | mela day of                                                                                                                              | January 19 86                                                                           |
| <b>ARCHITECT'S CERTIFICATE FOR PAYMENT</b><br>In accordance with the Contract Documents, based on on-site observations and the<br>data comprising the above application, the Architect certifies to the Owner that to the<br>best of the Architect's knowledge, information and belief the Work has progressed as<br>indicated, the quality of the Work is in accordance with the Contract Documents, and<br>the Contractor is entitled to payment of the AMOUNT CERTIFIED. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                              | sertified diffiers from the amou<br>certified diffiers from the amou<br>le. The AMOLINI' CERTIFIED<br>ince, payment and acceptance       | ビノ・サビザー・ナー<br>Int applied for.)<br>ノーンニーズム<br>is payable only to<br>of payment are with |

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414 DOCUMENT G702 + APPTICATION AND CERTIFICATE FOR PAYMENT + MAY 1483 EDITION + AIA + + 5 1983

| I         |                                                |                                                                                                                                                                                                                                          |                                                                         |                                                                   |                        |                                                        |                                                                                   |                                                     |                                                                                 |                 |
|-----------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------|------------------------|--------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------------------------|-----------------|
| <055 [    | VIA Docu<br>Contracto<br>n tabulat<br>Jse Colu | AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYM 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 iterr | CERTIFICATE FOR<br>ned.<br>to the nearest doll<br>ile retainage for lin | PAYMENT. containing<br>lar.<br>ie items may apply.                | . Brin                 | ARCF                                                   | APPLICATION NUMBER:<br>APPLICATION DATE:<br>PERIOD TO:<br>ARCHITECT'S PROJECT NO: | N NUMBER:<br>JION DATE:<br>PERIOD TO:<br>ROJECT NO: | 3<br>1-16-86<br>1-31-86<br>Fort Band County Academy<br>Law Entroroement Academy | unty<br>Academy |
|           | ۲                                              | В                                                                                                                                                                                                                                        | υ                                                                       | D                                                                 | ш                      | <u> </u>                                               | 0                                                                                 |                                                     | I                                                                               | -               |
| -         | NO.                                            | DESCRIPTION OF WORK                                                                                                                                                                                                                      | SCHEDULED                                                               | WORK COMPLETED<br>FROM PREVIOUS THIS PI<br>APPLICATION<br>(D + E) | MPLETED<br>THIS PERIOD | MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR F) | TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+F+F)                            | (C + C)                                             | BALANCE<br>TO FINISH<br>(C - G)                                                 | RETAINAGE       |
|           | <u></u>                                        | CONCRETE                                                                                                                                                                                                                                 | 6,500.00                                                                | 6,500.00                                                          | 0.00                   | 0.00                                                   | 6,500.00                                                                          | 100                                                 | 0.00                                                                            | 325.00          |
|           | W                                              | MISC. METALS                                                                                                                                                                                                                             | 1,800.00                                                                | 1,800.00                                                          | 00.00                  | 00°0                                                   | 1,800.00                                                                          | 100                                                 | 00                                                                              | 00-06           |
|           | <u>Ř</u>                                       | ROUGH CARPENTRY                                                                                                                                                                                                                          | 1,100.00                                                                | 1,100.00                                                          | 00.00                  | 0.00                                                   | 1,100.00                                                                          | 100                                                 | 00                                                                              | 55.00           |
|           | يتا<br>                                        | FINISH CARPENTRY                                                                                                                                                                                                                         | 5,400.00                                                                | 00.0                                                              | 2,700.00               | 00.00                                                  | 2,700.00                                                                          | 50                                                  | 2,700.00                                                                        | 135.00          |
|           | 3                                              | WOOD DOORS                                                                                                                                                                                                                               | 6,200.00                                                                | 5,000.00                                                          | 1,200.00               | 00.00                                                  | 6,200.00                                                                          | 100                                                 | 0.00                                                                            | 310.00          |
| · · · · · | A                                              | ALUMINUM WORK                                                                                                                                                                                                                            | 2,100.00                                                                | 2,100.00                                                          | 0-00                   | 0.00                                                   | 2,100.00                                                                          | 100                                                 | 0.00                                                                            | 105.00          |
|           | 0                                              | GLASS & GLAZING                                                                                                                                                                                                                          | 5,500.00                                                                | 1,500.00                                                          | 4,000.00               | 0.00                                                   | 5,500.00                                                                          | 100                                                 | 0.00                                                                            | 275.00          |
|           | ۲ <u>با</u>                                    | FINISH HARDWARE                                                                                                                                                                                                                          | 3,300.00                                                                | 00.0                                                              | 3,300,00               | 00.00                                                  | 37300.00                                                                          | 100                                                 | 00.05                                                                           | 165.00          |
|           | 0                                              | GYPSUM DRYWALL                                                                                                                                                                                                                           | 24,600.00                                                               | 22,000.00                                                         | 2,600.00               | 00-00                                                  | 24,600.00                                                                         | 100                                                 | 00-00                                                                           | 1,230.00        |
|           | <u>рі</u>                                      | PAINTING, VWC, ETC                                                                                                                                                                                                                       | 9,000.00                                                                | 00.00                                                             | 8,100.00               | 0.00                                                   | 8,100.00                                                                          | 6                                                   | 900-006                                                                         | 405.00          |
|           | A                                              | ACUSTICAL CEILINGS                                                                                                                                                                                                                       | 7,400.00                                                                | 6,000.00                                                          | <del>1,</del> 400:00   | 00.00                                                  | £ 200-00                                                                          | FOO                                                 | 00.00                                                                           | 370.00          |
|           | <u> </u>                                       | CERAMIC TILE                                                                                                                                                                                                                             | 4,900.00                                                                | 0.00                                                              | 4,900.00               | 00.00                                                  | 4,900.00                                                                          | 100                                                 | 000                                                                             | 245.00          |
|           | <u></u>                                        | CARPET, VCT, BASE                                                                                                                                                                                                                        | 7,500.00                                                                | 00-00                                                             | 00                     | 0.00                                                   | 0.00                                                                              | 0                                                   | 7,500.00                                                                        | 00-00           |
|           | Ë                                              | TOILET PARTITIONS                                                                                                                                                                                                                        | 2,500.00                                                                | 0.00                                                              | 27500-00               | 00.00                                                  | 2,500.00                                                                          | <b>HOO</b>                                          | 00.000 .:                                                                       | 125.00          |
|           | ž                                              | MOVABLE PARTITION                                                                                                                                                                                                                        | 6,500.00                                                                | 0.00                                                              | 6,500.00               | 00.00                                                  | 6,500.00                                                                          | 100                                                 | 0.00                                                                            | 325.00          |
|           | <u></u>                                        | CHALK & TACK BOARDS                                                                                                                                                                                                                      | 2,000.00                                                                | 000                                                               | 2,000.00               | 00.00                                                  | - <del>2,000-00</del>                                                             | -100                                                | 60.000                                                                          | 100-00          |
|           | <u>д</u>                                       | PLUMBING                                                                                                                                                                                                                                 | 22,240.00                                                               | 17,792.00                                                         | 2,224.00               | 00.00                                                  | 20,016.00                                                                         | 6                                                   | 2,224.00                                                                        | 1000.80         |
|           | H                                              | HVAC                                                                                                                                                                                                                                     | 24,055.00                                                               | 16,013.75                                                         | 5,635.75               | 0.00                                                   | 21,649.50                                                                         | 66                                                  | 2,405.50                                                                        | 1,082.48        |
|           | <u>छ</u>                                       | ELECTRICAL                                                                                                                                                                                                                               | 27,955.00                                                               | 22,364.00                                                         | 2,795.50               | 0.00                                                   | 25,159.50                                                                         | 06                                                  | 2,795.50                                                                        | 1,257.97        |
|           |                                                |                                                                                                                                                                                                                                          | 170,550.00                                                              | 102,169.75                                                        | 74,155.25<br>49,855.25 | 00.0                                                   | 146,325,00<br>152,025.00                                                          | <del>-</del><br>                                    | 24,225,00<br>18,525.00                                                          | 2,316.25        |
| AL        | A DOCUM                                        | AIA DOCUMENT G703 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983                                                                                                                                                                   | ATE EOP DAVAGAIT . 14                                                   |                                                                   |                        |                                                        |                                                                                   |                                                     |                                                                                 |                 |

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|----------------------------------------|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|------------------------------------------|-----------------------------------|----------------------------------------------------------|
| 00 <b>3</b> 92                         |                                                                                                      |                                                                                  | , S                                      |                                   | mmissioners                                              |
| •                                      | Fort B                                                                                               | end County                                                                       | · · · >                                  | FORT<br>BEND                      | 1115                                                     |
| <b>0</b> 0:                            | 300. O. k.                                                                                           | end County<br>rs Association                                                     | AS PER                                   |                                   |                                                          |
|                                        | Fire Fighte                                                                                          | rs Association                                                                   | AS PER ORIGINAL                          |                                   | A                                                        |
| ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~ | *****************                                                                                    |                                                                                  | *****                                    |                                   |                                                          |
|                                        |                                                                                                      | Janua                                                                            | ry 15, 1986                              | 1 - Putt<br>\$ 11, 595            | m                                                        |
| Coun                                   | ty Judge Jodie Stav                                                                                  |                                                                                  | , io, ioo                                | 1 - 1 men                         | - Octor.                                                 |
| Fort                                   | Bend County Commis<br>Bend County                                                                    | sioner's Court                                                                   |                                          | 511 597                           | 9                                                        |
| 500 .                                  | Jackson<br>nond, TX 77469                                                                            |                                                                                  |                                          | 7 <b>1 •</b>                      |                                                          |
|                                        | ect: Rural Fire Ca                                                                                   | 11c and Fautament                                                                |                                          |                                   | <u></u> 0                                                |
| J-                                     | Disposition o                                                                                        | f Remaining Funds For Th                                                         | e Year of 1985                           | •                                 |                                                          |
| Dear                                   | Judge Stavinoha:                                                                                     |                                                                                  |                                          |                                   |                                                          |
| Denu                                   | letter is in refere<br>County Fire Fighter<br>ssioner's Court on                                     | ence to item #8. A reco<br>c's Association, that wa<br>March 16, 1981.           | mmendation was m<br>s accepted by Fo     | ade by the Fort<br>rt Bend County |                                                          |
| Item                                   | #8 states, "Any rem<br>ort Bend County Fig                                                           | maining money in this ac<br>te Departments, or can b<br>epending on the number o | e divided among                          | the Fire Devent                   |                                                          |
|                                        |                                                                                                      | ting of the Fort Bend C                                                          |                                          |                                   |                                                          |
| not b                                  | abbed that stated,                                                                                   | icipation in the distri                                                          | Loce than 80% of                         | the endural mark                  |                                                          |
| Byay                                   | vote of this Associ                                                                                  | ation on January 9, 1980                                                         |                                          | that \$3500.00 o                  | f the                                                    |
| accous                                 | it to be used for t                                                                                  | e deposited into the For<br>raining and that the rec                             | t Bend County Fi                         | ire Fighter's As                  | sociation                                                |
| equar.                                 | ly among the twelve<br>s follows:                                                                    | eligible departments fo                                                          | or 1985. The two                         | elve eligible de                  | partments                                                |
| Beasle                                 | 2y                                                                                                   | Katy                                                                             | Pich                                     | mond                              | 15 5 1 1                                                 |
| Blueri<br>Commur                       |                                                                                                      | N.E.F.B.C.V.F.D.<br>Orchard                                                      | Rose                                     | enberg<br>ford                    |                                                          |
| Fulshe                                 |                                                                                                      | Pecan Grove                                                                      |                                          | psons                             |                                                          |
|                                        |                                                                                                      |                                                                                  |                                          | -                                 |                                                          |
|                                        |                                                                                                      |                                                                                  |                                          |                                   |                                                          |
|                                        |                                                                                                      | ч.<br>Т                                                                          |                                          |                                   | ·.                                                       |
| 11 A                                   |                                                                                                      |                                                                                  |                                          |                                   | ۲.                                                       |
|                                        |                                                                                                      |                                                                                  |                                          |                                   | 4 15                                                     |
|                                        |                                                                                                      |                                                                                  | 1485 Ender                               | ig Balance -                      | 16,595                                                   |
|                                        |                                                                                                      |                                                                                  |                                          |                                   |                                                          |
|                                        | Beasley Fresno                                                                                       | Fulshear Katy Kendle                                                             | aton Missouri Cit                        | y Needville                       |                                                          |
|                                        | anna an an Santa Santa Santa a sharada a | ••••••••••••••••••••••••••••••••••••••                                           | n an | t t maa                           | n<br>An der Milleburge 1920 umstaare er i bestigterstaar |
|                                        |                                                                                                      |                                                                                  |                                          |                                   | 177 - Cristan 197                                        |
| -<br>-<br>                             |                                                                                                      |                                                                                  |                                          |                                   | -4                                                       |
| · .                                    |                                                                                                      |                                                                                  |                                          |                                   |                                                          |
|                                        |                                                                                                      |                                                                                  |                                          |                                   |                                                          |
| •                                      |                                                                                                      |                                                                                  |                                          |                                   |                                                          |
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|                                        |                                                                                                      |                                                                                  |                                          | -                                 |                                                          |

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#16 South Texas County Judges' And Commissioners' Association

BILLY JOE PLASTER President Commissioner, Brazoria County P.O. Box 548 Aivin, 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

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#### INVOICE

1986 ANNUAL DUES

SOUTH TEXAS COUNTY JUDGES' AND

COMMISSIONERS' ASSOCIATION

MAKE CHECKS PAYABLE TO: South Texas County Judges' and Commissioners' Association

MAIL TO:

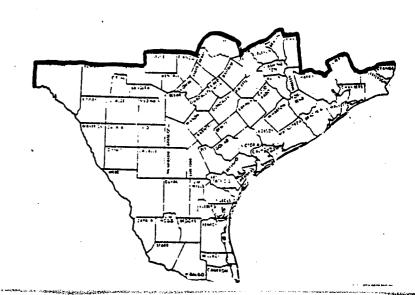
W. C. McDaniel Kleberg County Judge Secretary-Treasurer P. O. Box 752 Kingsville, Texas 78363

AMOUNT:

To:

Fort Bend County

\$50.00



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NOTICE OF PUBLIC HEARING TO ESTABLISH AN OFFICIAL ROAD LOG FOR FORT BEND COUNTY, TEXAS AT 10:00 A.M. ON JANUARY 20, 1986 #17

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 Ansel Aspen Ayala Band Beard Benton Berdett Blidel Booth Boulder Brumbelow Bryan Calvin Caroline Carroll Cedar Cemetery Clark Cottonwood Cottonwood Church Country Lane Crabb River C. W. Cumings Danhouse Davis Estate Day Double R. Lane Englewood Enma Edgar Fairchilds Fairgrounds Rd. Finney Foster School Rd. George town Gerken Gless-Big Creek Gonyo Gubbels Hand Hartledge Hein Hobizal Hughes Insurance Janda Jerry

Jeske Jones River Y. U. Jones Kamas Ln. Kamas Ln. West Kari Kemp Kneitz Kimisu Klauke Klosterhoff Koeblen Kovar Kroesche Kunz Lane Drive Lemke Leroy Lockwood Lockwood By-Pass Longpoint Lottie Lou Edwards Louis Lubojacky Macek Magnolia Maple Max McClellan Megan J. Meyer A. Meyers Mustang Ave. Needville-Fairchild Payne Pecha Lane Pecan Peters Peterson Pine Pine Meadows Pittman Pleak Powerline Providence Psencik Pueblo Pultar

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Precinct #1 (Non-Subdivision Roads - Continued):

Rabbs Prairie Rancho Ransom Rawlings Ray Allen

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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. lwin 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 Uakwood Oberrender Navajo Court

Fara Denie Pulgoim

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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 Vrlla 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

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PRECINCT #2
Non-Subdivision Roads:

Altimore Alton Armstrong Ash Baker Barek Battle Beard Big Island **Billy Lane** Birdie Lane Blackwood Blaze 8/4.56 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 Dannhaus Darst Rd. Dipple Dipple-Lehman Dove G. Duty Emerson Isleib Evelyn Evergreen Fenn Rd. Fig Finney Foster School Fritzella Galveston Gaynor Guttenberger Hagerson 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 Muur - Stuhrenberg Road Mildred S. Miller Miller Mitchel Modena School Moody Mueck Muegge Naill Neal Needville Rd. Needville-Fairchild Rd. Nordt N. Teague Nowo tny 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

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Precinct #2 (Subdivision Roads - Continued): Gettie Laverne College Jan Bryan Ivy Ln. Gardenia Lola Kim Edie Camillia Rita Redwood Rosen Ave. Berg Ave. Texas Ave. Belinda St. Benny St. Linda St. Jerry St. Caroline Judy St. Joe Alvin Rd. Public Rd. Clarence Dolores Emerold Peridot Dr. Fairhill Steffek Philip Evans Rd. Phil's Ct. Renie's Ct. Meadow Lane 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.

Cypress Ave. Scarlet Dr. Talisman Dr. Nocturne Dr. Victoria Dr. Imperial Dr. Linda Dr. Merrifield Dr. Crescent Dr. Broadmore Dr. College Dr. Virginia Dr. Doreen Ave. Bryan Ave. Lilly St. Verbena St. Vermont St.

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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.

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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

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Precinct #3 (Subdivision Roads - Continued):

Fir Crest Court Magnolia Court Dove Country Dr. Oak Dale Court Pecan Drive Myrtle Dr. Brushy Creek Dr. Pecan Point Dr. Rifle Gap Lane Highlands Dr. Vinces Bridge Colonists Park Dr. Cannon Pass Court Big Horn Court Fort Settlement Dr. Riverside Dr. Wellsworth Dr. Keegans Wood Dr. Wildwood Lake Dr. Town Green Dr. Prairie Oaks Dr. Woodland Willows Dr. Evergreen Place Dr. Riverside Grove Grand Knolls Dr. Wildwood Glen Dr. Bellaire Blvd. Camino Del Sol Dr. Los Altos Dr.v Navidad Dr. Pasadero Dr. Sierra Grande Dr. Soledad Dr. Soneto Dr. Valinda Dr. West Valinda Dr. East Val Vista Dr. Allende Dr. Amargos Dr. La Place Dr. Lobena Dr. Londress Dr. Mesones Dr. Sinaloa Dr. San Lucas Dr. Trabajo Dr. Valinda Dr. San Pablo Dr. La Place Ct. Condessa Dr. Zapata Dr. Arista Dr. Colima Dr. Sinaloa Dr. San Lucas Dr. Estinosa Dr. Alametos Dr. Ferrara Dr. Caracas Dr. Tremendo Dr. LaGloria Dr. Cortes Dr. Pastoria Dr. Tetela Dr. Mercado Dr. Tierraverde Dr. Alegria Dr. Sorbete Dr. Candella Costero

Santa Rita Dr. Paso Hondo Dr. Paso Del Sol Dr. La Violetta Dr. San Dario Dr. El Cresta Dr. Empanda Dr. Via Real Dr. Conta Calle Dr. Sierra Valle Dr. La Granda Dr. Mira Monte Dr. Empanda Dr. Rio Del Sol Dr. Espinosa Dr. Navidad Rd. Paso Dobble Dr. Zapata Dr. La Veoletta Dr. Soledad Dr. Son Davio Dr. Pheasant Creek Rippling Mill Dr. Dutch Ridge Dr. Pheasant Creek Dr. Aprilmont Dr. Limeshade Lane Cobbleridge Dr. Ribbon Ridge Dr. Red Gully Dr. Winnstream Dr. Radcliff Dr. Blue Mist Dr. Blue Mist Ct. Amber Ridge Dr. Slippery Rock Dr. Dusty Mill Dr. Slippery Rock Ct. Delbarton Dr. Earlswood Dr. Knightsway Dr. Charlmont Dr. Chesney Downs Dr. Sebastion Dr. Starbridge Dr. Woodleigh Dr. Kirby Dr. Hydethrope Dr. Heatherly Dr. Chelsworth Dr. Knightsway Dr. Tramore Dr. Stanbridge Dr. Broad Oaks Dr. Deerwood Dr. Meadow Way Circle Oak Knolle Dr. Riva Ridge Rd. Rolling Oaks Dr. Montesa Court El Pico Dr. Ensenada Dr. Fresno Dr. La Brea Dr. Montesa Dr. Petra Dr. Sultana Dr. Suspino Dr. Via Della Dr. Atascadero Dr.

# Precinct #3 (Subdivision Roads - Continued):

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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. Paintrbush 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 Lucie 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

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PRECINCT #4 Non-Subdivision Roads: 0030 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 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. Κ Kacel Karle Kibler Kovar Koym Lehmann Levee Long Lane Macha Magnolia Ave. Marick McCrary Melody Lane Moore Mullins-Reynolds Nails DRS Road Beltz Road

Oak Lane Oilfield Ρ 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. Planters St. River Birch Dr. South Blue Meadow Circle Brookriver Court Hillside Court N'Bound Williams Trace Pineleaf Dr. S'Bound Williams Trace Sunrise Court Trail Creek Dr. Trailside Court Valley Field Dr. Valley View Court Williams Grant Woodwick Dr. Eagles Nest Acres Lane Jacqueline Cotton Mill Court Deaf Smith Drive Land Grant Court Land Grant Drive Landsdowne Dr. Old Colony Court Old Colony Dr. Polley Court Runaway Scrape Court William Morton Dr. Winston Homestead Dr. Audubon Court 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

Hodges Bend Circle Hunters Locke Rain Fall Robinson Ferry Shadow Creek Union Chapel Wagon Run Water Rest Williams Grant Wind Fall West Rangecrest St. East Rangecrest St. Flintrock Ct. Bartons Ct. Austin Parkway West Bound Settlers Way Lexington Blvd. Lonc Reach Dr. Rivercrest Dr. Bee Bayou Ln. Battle Ridge Ln. Bartons Ln. Bayou Crossing Settlers Crove Way Carta Circle Flintrock Ln. Pecan Draw Ct. Happy Valley Perry Hamblen John Sharp Road E. W. Cumings (off of F.M. 723) N. E. Cumings (off of F.M. 1489) 0030

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### 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)

# **Texas Department of Human Resources** 910 Morton

Richmond, Texas 77469

COMMISSIONER MARLIN W JOHNSTON

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

Mrs. Catherine Kerr 3042 Golden Hills Missouri City, Texas Phone Number: 437-9680 77459

Sincerely,

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Vonia Lyles Protective Services Supervisor

J LIVINGSTON KOSBERG Chairman, Houston VICKI GABZA Corpus Christi THOMAS M DUNNING Dallas

Attorney Bernard E. Brooks

Mr. Albert Martin

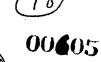
3246 Continental

1333 S/W Freeway, Suite 150 Sugarland, Texas 77478 Phone Number: 491-1512 (home) Phone Number: 491-6374 (work)

Missouri City, Texas 77459 Phone Number: 499-8898 Phone Number: 621-3333 (home)

**BOARD MEMBERS** 







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## THE COUNTY OF FORT BEND

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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

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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 beings 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 <u>OR</u>
      - B.) Is selected by the elected official to be a member of the officials personal staff  $\underline{OR}$
      - 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

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Page 8

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#### SICK LEAVE:

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.

Page 9

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### 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, Motstep-Children if they are living in thouseholds

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.
- Any employee who goes on disability retirement while in the employment of the County will qualify for County retirement insurance benefits.



00612

#### 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 relinguish 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.

Page 17.

#### DEFENSIVE DRIVING

In 1979, the Commissioner'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 committee 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 Nawn Weber at 342-7359.



00614

### SEXUAL HARASSMENT:

Like other forms of discrimination **contuited 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.

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#### 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 <u>Career and</u> <u>Repeat Offenders Unit</u>, 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 <u>February</u>, 1986.

COUNTY OF FORT BEND, TEXAS

U anno STAVINOHA, COUNTY JUDGE JOD ŤΕ Ε.

ATTEST: Hanne 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 <u>1</u>, adopted by the Fort Bend County Commisioners, \_\_\_\_\_, 198\_.

## RESOLUTION NUMBER 3

WHEREAS, THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS feels the addition of the program known as the <u>Special Crimes</u> <u>Unit - D. A. Office</u>, 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;

PASSED AND APPROVED, this <u>3rd</u> day of <u>February</u>, 1986.

COUNTY OF FORT BEND, TEXAS

D. R.

worth lint STAVINOHA, COUNTY JUDGE TODIE Ε.

ATTEST:

COUNTY CLERK WILSON, DIANNE

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 Commisioners, \_\_\_\_\_, 198\_. 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 "<u>Commissioner's Court Sh</u>elter <u>& Comprehensive Support Program</u>."

WHEREAS, THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS feels the addition of the program known as the <u>Commissioner's Court</u> Shelter <u>& Comprehensive Support Program</u>, 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 <u>Commissioner's Court Shelter & Comprehensive Support Program</u>.

PASSED AND APPROVED, this 3rd day of <u>February</u>, 1986.

COUNTY OF FORT BEND, TEXAS

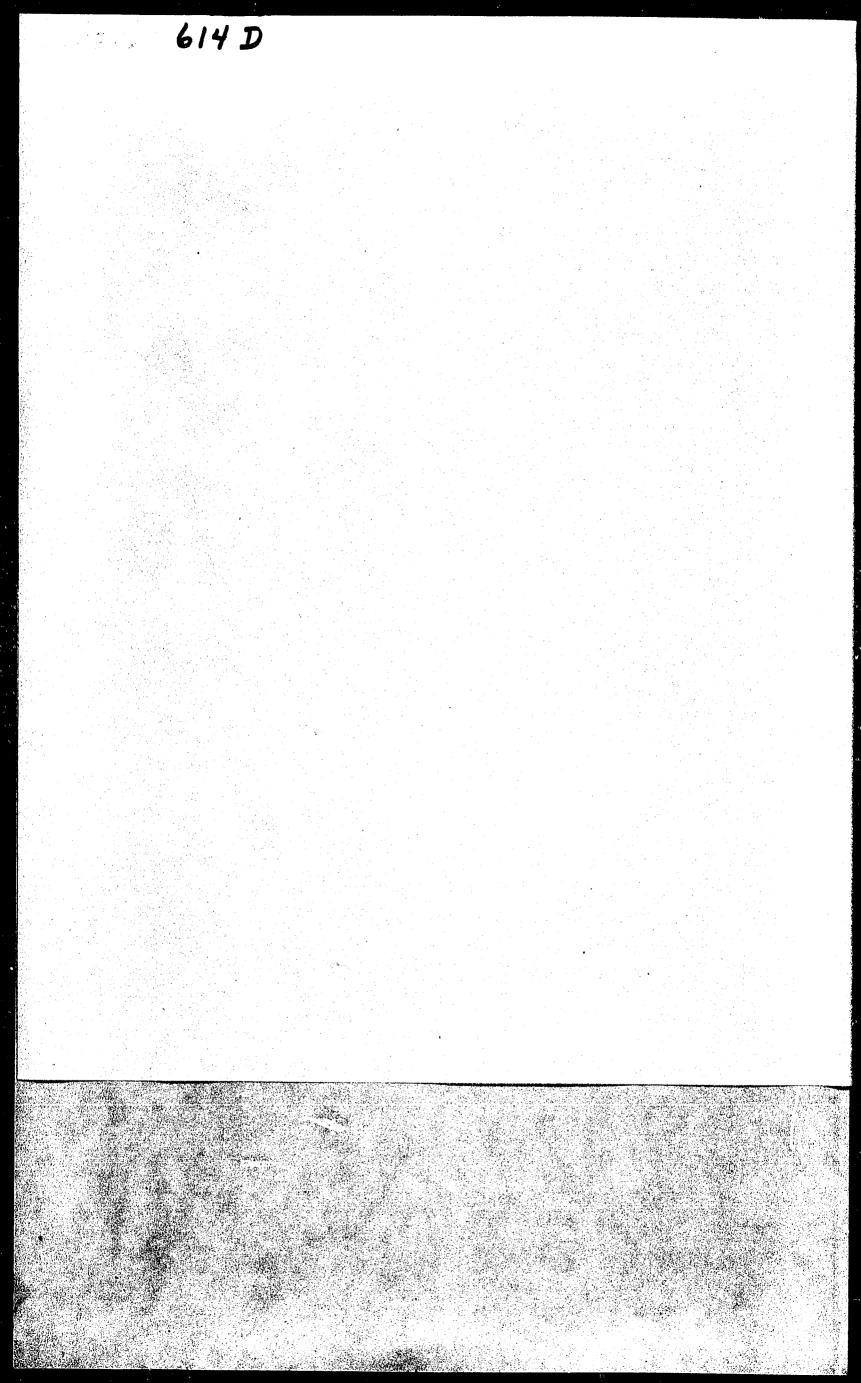
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winter STAVINOHA, COUNTY JUDGE

ATTEST:

CLERK DTANNE WILSON

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 Commisioners, \_\_\_\_\_, 198\_.



| CERTIFICATE OF<br>SUBSTANTIAL<br>COMPLETION<br>AIA DOCUMENT G704                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Distribution to:<br>OWNER<br>ARCHITECT<br>CONTRACTOR<br>FIELD<br>OTHER                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                      | (                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 0<br>0<br>0                                                                             |
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| PROJECT: FORT BEND<br>(name, address) 1001 Golfv                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | COUNTY CENTRAL L                                                                                                                                                                                                                                                                                                                                                                                                             | IBRARY <sup>A</sup>                                                                                                                                                                  | RCHITECT: RONALD WEDEMEYER ASSOCIATES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                         |
| Richmond,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                              | A                                                                                                                                                                                    | RCHITECT'S PROJECT NUMBER: 82105                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                         |
| TO (Owner):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                              | C                                                                                                                                                                                    | ONTRACTOR: WARRIOR CONSTRUCTORS, IN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | с.                                                                                      |
| FORT BEND COUN<br>COURT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | TY COMMISSIONERS                                                                                                                                                                                                                                                                                                                                                                                                             | C                                                                                                                                                                                    | ONTRACT FOR: CONSTRUCTION MANAGEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                         |
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| DATE OF ISSUANCE: Janu                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ary 21, 1986                                                                                                                                                                                                                                                                                                                                                                                                                 | الدجيب                                                                                                                                                                               | · · ·                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                         |
| PROJECT OR DESIGNATED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | PORTION SHALL INC                                                                                                                                                                                                                                                                                                                                                                                                            | CLUDE:                                                                                                                                                                               | Entire Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                         |
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| The Work performed under this Completion of the Project or pr                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | s Contract has been revi<br>ortion thereof designated                                                                                                                                                                                                                                                                                                                                                                        | iewed and<br>d above is                                                                                                                                                              | found to be substantially complete. The Date of Subs<br>hereby established as January 21, 1986                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | stantia                                                                                 |
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| Work or designated portion the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | reof for the use for which                                                                                                                                                                                                                                                                                                                                                                                                   | ch it is in                                                                                                                                                                          | intract Documents, so the Owner can occupy or utilizended, as expressed in the Contract Documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ze the                                                                                  |
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### 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:

- Granite needs cleaning of tar.
   Lift Station replant grass.
   Many blemishes on Granite.

- 8. Leaks at wall cock south of entry door.

9. Clean tar off Mechanical Building facia 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.
- Children/Young Adult closure at joint between sill and vertical mullion -15. third mullion from east.
- 16. Stage fill holes and smooth up column F1-7.

| 12B                     | 12A                       | 11                 | 10                    | 9             | 00              | 7           | (6A         | 6                             | 5                         | 4                        | ω                        | 2                       | <b>\</b>                     |                          | <b>ب</b> رم            |              | 100<br>5-4<br>75<br>100 | 00 <b>61</b> 7            |
|-------------------------|---------------------------|--------------------|-----------------------|---------------|-----------------|-------------|-------------|-------------------------------|---------------------------|--------------------------|--------------------------|-------------------------|------------------------------|--------------------------|------------------------|--------------|-------------------------|---------------------------|
| BELT KEEPER (FOUR SNAP) | BELT KEEPER (DOUBLE SNAP) | CLIP CASE (DOUBLE) | SPEED LOADER (DOUBLE) | HANDCUFF CASE | ALLSTAR HOLSTER | RIVER BELT  | TIE         | POLICE REVERSIBLE WINDBREAKER | LADIES SHORT SLEEVE SHIRT | MEN'S SHORT SLEEVE SHIRT | LADIES LONG SLEEVE SHIRT | MEN'S LONG SLEEVE SHIRT | CUSTOM ALTERNATE PANT (MALE) | ALTERNATE PANTS (FEMALE) | ALTERNATE PANTS (MALE) | PANTS (MALE) | DESCRIPTION             | 003                       |
| \$ 3.50 EA.             | \$ 2.50 EA.               | \$15.90 EA.        | \$14,25 EA.           | \$13.95 EA.   | \$37.95 EA.     | \$30.20 EA. | \$ 2.60 EA. | \$53.95 EA.                   | \$22.80 EA.               | \$20.80 EA.              | \$22.80 EA.              | \$22.80 EA.             |                              |                          |                        | \$27.25 EA.  | UNIT PRICE              | MARTIN'S UNIFORMS         |
| DON HUME                | DON HUME                  | DON HUME           | DON HUME              | DON HUME      | DON HUME        | don hume)   | MARTIN'S    | BLAUER                        | MARTIN'S                  | MARTIN'S                 | MARTIN'S                 | MARTIN'S                |                              |                          |                        | MARTIN'S     | MANUFACTURER            | UNIFORMS                  |
| \$ 4.35 EA.             | \$ 2.20 EA.               | NO BID             | NO BID                | \$11.60 EA.   | NO BID          | NO BID      | \$ 2.25 EA. | \$62.25 EA.                   | \$23.50 EA.               | \$23.50 EA.              | \$26.50 EA.              | \$26.50 EA.             | \$42.90 EA.                  | \$32.60 EA.              | \$32.60 EA.            | \$27.10 EA.  | UNIT PRICE              | BLAIR INDUSTRIAL UNIFORMS |
| CLARINO                 | CLARINO                   |                    |                       | NOT STATED    |                 |             | NOT STATED  | NOT STATED                    | NOT STATED                | NOT STATED               | NOT STATED               | NOT STATED              | NOT STATED                   | NOT STATED               | NOT STATED             | NOT STATED   | MANUFACTURER            | L UNIFORMS                |

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UNIFORMS FOR FORI BEND COUNTY SHERIFF DEPARTMENT

*(*2) 4

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MARTIN'S UNIFORMS

TYPICAL MENS UNIFORM

\$143.85

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BLAIR INDUSTRIAL UNIFORMS

155.40

lypical 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).

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### 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.

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/ HILL & HILL
EXTERMINATORS COMPANY/ T.P.C.L # 58 228G CHEMICAL CO. J&G 643 PTL ROSENBERG BUGMAN OF TPCL-25 EXTERMINATING BAXTER & SONS PEST CONTROL FIRESTONE TEXAS 2450 PT CONTROL COYLE'S PEST **TPCL 3405** TOTAL BID PRICE ANNUAL \$8,280.00 ANNUAL \$7,932.00 ANNUAL \$7,740.00 ANNUAL \$5,880.00 **ANNUAL** \$5,700.00 ANNUAL \$3,600.00 COUNTY COURTHOUSE \$130.00 MONTHLY \$165.00 MONTHLY \$96.00 ANNUAL \$1,200.00 MONTHLY MONTHLY \$125.00 MONTHLY \$60.00 \$120.00 MONTHLY ANNEX ANNUAL MONTHLY MONTHLY \$90.00 COURTHOUSE MONTHLY \$96.00 \$1,200.00 \$40.00 MONTHLY \$20.00 MONTHLY \$80.00 \$62.00 MONTHLY MON THLY \$60.00 COUNTY MONTHLY ANNUAL \$780.00 \$40.00 MONTHLY \$20.00 CLERK BLDG. YELLOW MONTHLY MONTHLY \$60.00 MONTHLY MONTHLY MONTHLY \$45.00 ANNUAL \$720.00 \$20.00 \$30.00 \$25.00 \$25.00 MONTHLY GREY HOUSE NONTHLY \$40.00 MONTHLY \$60.00 ANNUAL \$720.00 MONTHLY \$30.00 MONTHLY \$25.00 ANNUAL \$50.00 MONTHLY \$35.00 MONTHLY ADULT PROB. MONTHLY \$45.00 MONTHLY \$60.00 \$720.00 MONTHLY \$60.00 MONTHLY \$40.00 MONTHLY PROB. \$95.00 MONTHLY \$72.00 \$900.00 MONTHLY MONTHLY \$50.00 ANNUAL \$80.00 JUVENILE \$80.00 ANNEX MONTHLY \$65.00 MONTHLY ANNUAL \$720.00 MONTHLY MONTHLY \$30.00 MONTHLY \$40.00 SUGARCREEK \$40.00 BLDG. MONTHLY EMS \$35.00 ANNUAL MONTHLY MONTHLY MONTHLY MONTHLY \$75.00 \$780.00 \$40.00 \$25.00 \$35.00

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ALL VENDORS CERTIFIED THAT THEY MET ALL SPECIFICATIONS.

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### NCTICE TO LEACORS OF MINERAL RIGHTS

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.

AS PER ORIGINAL POUND PRINTING & STATIO itus Provision AND OIL, GAS AND MINERAL LEASE (get j AS PER DRIGINAL 0030 December 27th . day of THIS AGREEMENT made this THE COUNTY OF FORT BEND COUNTY, TEXAS BY: THE HONORABLE JODIE E. STAVINOHA, JUDGE OF FORT BEND COUNT AND KATHY HYNSON, COUNTY TREASURER, FORT BEND COUNTY, TEXAS Hensor (whether one or more), whose address is: and Murphy II. Baxter, 1200 Smith, Suite 2950, Houston, Texas 77469 t Lessor in consideration of ten and other valuable consideration Lessor in consideration of ten and other valuable consideration of which is hereby achieved widged, and of the covenants and agreements of lesser hereinafter sontained, does hereby grant, the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, produ-solution and all other initierals (whether or not similar to those mentioned), together with the right to make surveys on subjudy and all other initierals (whether or not similar to those mentioned), together with the right to make surveys on establish and all other initierals (whether or not similar to those mentioned), together with the right to make surveys on establish and utthre facilities for surface or authourface disposal of sult water, construct roads and bridges, dig canals, but establish and utthre facilities for surface or attructures on suid land, necessary or useful in lesses's operations in apploring treating, storing and transporting minerals produced from the land covered hereby or any other land edisent therein. Fort Read alny and build herein called "said land", is located in the County of FORT Bend , State of Texas and the said land", is located in the County of FORT Bend 86.0347 acres of land, more or less, out of the Henry Scott Leegue. And the Number 85, and the H. & T. C. R. R. Company Survey, Abstract Number Bend County, Texas, and being more particularly described in Exhibit for the hereto as though same was written in its entirety herein. FOR ADDITIONAL TERMS AND CONDITIONS REFERENCE IS MADE TO EXHIBIT TO THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS IN THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS IN THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS IN THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS IN THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS IN THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS IN THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS IN THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS IN THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS IN THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS IN THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS IN THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS IN THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS IN THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS IN THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS IN THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS IN THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS IN THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS INTERPORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS INTERPORT OF AS THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRELY IS INTERPORT OF AS THE PORT OF AS THE PORT OF AS THOUGH SAME WAS WRITTEN IN ITS ENTIRE OF AS THE PORT OF AS

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to be mildinian the earlier in the probability of acquisition. Lesson by limitation, prescription, possession, reversion of unrecorded individual to be a super-preference right of acquisition. Lesson acress to execute any supplemental instrument requested by lasses for a mire formular, and the amount of any bonus, delay rental or other payment bootunder, and the other payment bootunder.

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- Anton - Stand Land

contain 86,0347 acres, whether actually containing more or less, and the above resital of deresse is any true station access the borne actually containing more or less, and the above resitat of deresses is any true station of the borne actually containing more or less, and the above resitat of deresses is any true station of the borne actually containing more or less, and the above resitation optimes the borne actually containing more or less, and the above resitation of deresses is any true station of the borne actually containing more or less, and the above resitation optimes actually containing more or less, and the above resitation optimes actually contained to access the delay contain as image outsiderstones for the borne actually containing more or less, and the above resitation optimes actually containing more or less, and the above resitation optimes actually containing more or less, and the above resitation optimes actually containing more or less, and the above resitation optimes actually containing more or less, and the above resitation optimes actually contained to access the delay contains any considerations for the borne actually contained to access the delay contained as image actually contained to access the delay contains any considerations for this image actually contained actually con

8. Unless somer terminated or longer kept in force under other provisions hereof, this lass shall remain in force for a ten and the from the date hereof, bereitafter called "primary term", and as long thereafter as operations, as bereinafter defined, are period to the set of the set of

When Number a statistic house to prior under this leave if the wells were producing, and may be deposited in a deposite a deposited in a deposited in a deposited in a d

5 If operations are not conducted on said land on or before the first anniversary data hereof, this lange shall been unless lower on or helpre mild date shall, subject to the further provisions hereof, pay or tender to lessor or to lessor a main a first of path 1 is 1 and , 1 and 1 an

A PARTY A to the lease is a constant from lessor. It is to be a sub-ner the lesson as to may part of a a create or interest it this lesson is constant in a constance there is the reasonable of the re-Lasses may

|                         |                |                                |                         |                                                                                                                             |                                                                                                                             |                                                                                                                                     |                      |                                                                                                                              | TIONS<br>ONLY.<br>S-                                                                                                                                                                                                                                                                                                    | HII                                                                                                                                                     |                   |                   | 00 <b>6</b> 23 |
|-------------------------|----------------|--------------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------|----------------|
| real in                 |                | REASONS SFECIFICATIONS NOT MET | NONE                    | **SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD.<br>POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP BATTERY. | **SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD.<br>POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP BATTERY. | **SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON PROD.<br>POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP 475 CCA BATTERY. | NONE                 | SPECIFICATIONS CALLED FOR AN EXTERNAL TRANSMISSION OIL COOLER.<br>BID SUBMITTED WAS FOR AN INTERNAL TRANSMISSION OIL COOLER. | SPECIFICATIONS CALLED FOR SINGLE KEY LOCKING SYSTEM, BIDS SUBMITTED<br>STATED THAT A 25 CAR ORDER WAS REQUIRED FOR THIS OPTION. SPECIFICATIONS<br>ALSO CALLED FOR MAP & DOME LIGHTS, BID SUBMITTED WAS FOR DOME LIGHT ONLY.<br>NO EXTERNAL TRANSMISSION OIL COOLER BID, SUBMITTED AN INTERNAL TRANS-<br>MISSION COOLER. | **SPECIFICATIONS CALLED FOR LARGEST H.D. BATTERY AVAILABLE ON<br>PROD. POLICE CARS, BID SUBMITTED WAS FOR A 71 AMP 475 CCA BATTERY WITH<br>HEAT SHIELD. | NONE              |                   | 0030           |
| SPECIFICATION NUMBER: 5 | AUTOMOBILES: 1 | DELIVERY/PRICE<br>GUARANTEE    | 180/60 DATS             | 120-150/30 DAYS                                                                                                             | 90-120/60 DAYS                                                                                                              | 120/90 DAY                                                                                                                          | 120/90 DAYS          | 120/30 DAYS                                                                                                                  | 120/15 DAYS                                                                                                                                                                                                                                                                                                             | 55-95/15 DAYS                                                                                                                                           | 45-75/30 DAYS     |                   |                |
| SPECIFI                 | QTY. A         | UNIT PRICE                     | \$10,539.00             | \$10,944.00                                                                                                                 | \$11,197.78                                                                                                                 | \$11,200.00                                                                                                                         | \$11,404.09          | \$11,433.21                                                                                                                  | \$11,621.36                                                                                                                                                                                                                                                                                                             | \$11,654.19                                                                                                                                             | \$12,150.00       |                   |                |
|                         | ·              | MET<br>SPECIFICATIONS          | YES                     | YES                                                                                                                         | YES                                                                                                                         | YES                                                                                                                                 | YES                  | ON STATE                                                                                                                     | ON                                                                                                                                                                                                                                                                                                                      | YES                                                                                                                                                     | YES               | NO BID            |                |
| •                       |                | COMP ANY                       | GALLERIA AREA<br>· Ejij | A.C. COLLINS<br>FORD                                                                                                        | HELFNAN<br>FORD                                                                                                             | MAC HAIK<br>Ford                                                                                                                    | EAST BERNARD<br>FORD | LAWRENCE MARSHALL<br>CHEV. OLDS                                                                                              | CORFERNAN<br>Corevo                                                                                                                                                                                                                                                                                                     | DUB MILLER<br>TORD                                                                                                                                      | NORT HALL<br>FORD | GILLMAN<br>I DDGE |                |

··· ()()624 4.1 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. 318 C.I.D. 4bb1 V-8) 350 C.I.D. 4bb1 V-8) 351 C.I.D. 4bb1 V-8) (Chrysler (Chevrolet (Ford 2. BODY STYLE: 4-door sedan. 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 SPLIT BENCH SEAT, FRONT 60/40 RO 50/50: 5. Five (5) minimum P-215-70R15, Police 6. TIRES: 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 ampmeter guages, required. CALIBRATED SPEEDOMETER: 9. 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 coolr 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.

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27. BIDDER GUARANTIES PRICE FOR \_\_\_\_\_ DAYS.

| - <b>00\$</b> 26 |                                                                                                                                                                                                          |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 00               | AGENDA<br>FORT BEND COUNTY COMMISSIONERS COURT<br>COURTHOUSE ANNEX, RICHMOND, TEXAS<br>REGULAR SESSION<br>MONDAY, FEBRUARY 10, 1986<br>9:00 O'CLOCK A.M.                                                 |
| v.               | Approve minutes of meeting of February 3, 1986.                                                                                                                                                          |
| d.               | Approve changes in depository pledge contracts.                                                                                                                                                          |
| s.               | Approve line item transfers in budgets.                                                                                                                                                                  |
| s.               | Approve out-of-town travel requests for County personnel.                                                                                                                                                |
| \$.              | Sheriff Gus George, re: request to advertise for bids for inmate coveralls. (Funds are available)                                                                                                        |
| ø.,              | 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.                                                                       |
| ş.               | Consider approving additional nurse for County Health Dept.                                                                                                                                              |
| ,8               | Update resolution in support of economic development in Fort Bend County                                                                                                                                 |
| 1ø.              | Mr. Jim Scott, re: request for "payment of salary and benefits to<br>Justice of the Peace of precinct #4, Jim Scott from September 16, 1985<br>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 diff qual road known as Oil Field Road in Precinct 4.                                                                                     |
| (10) 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.                                                                                                                         |
| () M16.)         | Adopt order appointing directors for Sienna Plantation Levee Improve-<br>ment District.                                                                                                                  |
| 7 17.            | Change election date on maintenance tax for Fort Bend Levee Improve-<br>ment 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<br>line along & across South Post Oak in Precinct 2.                                                                                |
| 20.              | Consider awarding bid #86-5 for three microfilming systems capable of producing microfiche. $f_{3,2,46/.05}$                                                                                             |
| 21.              |                                                                                                                                                                                                          |
| 22.              | Consider approval of pay application #2 in the amount of \$58,621 to<br>Street/Peters Construction Co. and Architect's supervision fee in the<br>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

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AGENDA - PAGE TWO FORT BEND COUNTY COMMISSIONERS COURT FEBRUARY 10, 1986

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00627

1:30 p.m. - Open bids for the following: (1) Three trucks, dump, 26. 1:30 p.m. - Open blas for the following: (1) Three trucks, dump, 12-14 yard w/trade-in. (bid #86-7); (2)-One-truck;-cab-&-chassis 487000-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 regel library books. (bid #86-13).

Inspect Law Enforcement Academy for substantial completion. Adjournment.

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28.

EILED FOR RECORD THE ZIOU THE FEB6 1986 s Files y Clerk, Fort Bend Co., Tex.

odie E. Mavinola

Jode 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, February 6, 1986 at <u>J:10 p.m.</u> by <u>D. Landau</u>.

### 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

### 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:

| ·····                                                                                            |                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u></u>                                                                                          |                                                                                                                                                          |
| Period:                                                                                          |                                                                                                                                                          |
| renou:                                                                                           | Date of Departure 2/25/86                                                                                                                                |
|                                                                                                  | Date of Return2/27/86                                                                                                                                    |
| Purpose of Trip:                                                                                 | to attend 28th Annual County Judge's                                                                                                                     |
| and Commissic                                                                                    | oners' Conference                                                                                                                                        |
|                                                                                                  |                                                                                                                                                          |
| Place to be Visit                                                                                | ed: <u>same - College Station</u> , TX                                                                                                                   |
|                                                                                                  |                                                                                                                                                          |
| Mode of Transpor<br>(State whether by<br>auto, airline, etc.)                                    | rtation<br>7 personal                                                                                                                                    |
| Mode of Transpor<br>(State whether by                                                            | rtation<br>7 personal                                                                                                                                    |
| Mode of Transpor<br>(State whether by<br>auto, airline, etc.)<br>2/7/86                          | rtation<br>personal <u>personal auto</u><br><u>Stanley L. Kucherka, Jr., P.</u><br>Name                                                                  |
| Mode of Transpor<br>(State whether by<br>auto, airline, etc.)                                    | rtation<br>personalpersonal autoStanley L. Kucherka, Jr., P.                                                                                             |
| Mode of Transpor<br>(State whether by<br>auto, airline, etc.)<br>2/7/86                          | rtation<br>personal <u>personal auto</u><br><u>Stanley L. Kucherka, Jr., P.</u><br>Name<br>Drng Dist Mgr/Co Engineer                                     |
| Mode of Transpor<br>(State whether by<br>auto, airline, etc.)<br>2/7/86<br>Date<br>* * * * * * * | rtation<br>personal <u>personal auto</u><br><u>Stanley L. Kucherka, Jr., P.</u><br>Name<br><u>Drng Dist Mgr/Co Engineer</u><br>Title                     |
| Mode of Transpor<br>(State whether by<br>auto, airline, etc.)<br>2/7/86                          | ntation<br>personal<br><u>Stanley L. Kucherka, Jr., P.</u><br>Name<br><u>Drng Dist Mgr/Co Engineer</u><br>Title<br>* * * * * * * * * * * * * * * * * * * |

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

### COUNTY OF FORT BEND

### **Travel Authorization**

# TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County

Ben G. Denham

| Period:                                                | Date of Departure_      | 01-2 <b>6</b> -86            |
|--------------------------------------------------------|-------------------------|------------------------------|
|                                                        | Date of Return          | 01-30-86                     |
| Purpose of Trip<br>Fort Bend Fi                        |                         | commission on South Post Oa  |
| Places to be Vi                                        | sited: <u>Capitol</u>   |                              |
| Mode of Transp<br>(State whether<br>auto, airline, etc |                         | 1 Auto<br>22 Dentram<br>Name |
| 02-06-86<br>Date                                       | Co<br>* * * * * * * * * | mmissioner Pct. 2<br>Title   |
| County                                                 | pners' Court            |                              |

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CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

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### COUNTY OF FORT BEND

# **Travel Authorization**

| TO:       | COMMISSION                                            | NERS' COURT                                  |                 |               |                       |           |
|-----------|-------------------------------------------------------|----------------------------------------------|-----------------|---------------|-----------------------|-----------|
| We<br>X h | ereby request a                                       | authority to make                            | an official     | trip outside  | Fort Bend             | County    |
| æcson     | SHIEKE BYC HIG XI                                     | ଗ <b>ା</b> ଡିଭିଲିକ୍ରିକୁ କିନ୍ଦିର୍ଭିକରି କିନ୍ତି | :               |               |                       |           |
| Ba:       | rbara Dobs                                            | on                                           |                 |               |                       |           |
| Ro        | kanne Land:                                           | ry                                           | (,              |               |                       | <u> </u>  |
| Pe        | riod:                                                 | Date of Depart                               | ture <u>M</u> a | arch 10,      | 1986                  |           |
|           |                                                       | Date of Return                               | n Ma            | arch 11,      | 1986                  |           |
| Pu        | rpose of Trip:                                        | to attend A                                  | dvanced         | <u>Course</u> | for Pro               | fessional |
| Sec       | <u>cretary in</u>                                     | <u>Criminal Ju</u>                           | <u>istice</u>   |               |                       |           |
| Pla       | ces to be Visit                                       | ed: <u>Huntsvi</u> )                         |                 |               |                       |           |
| (Sta      | de of Transpor<br>ate whether by<br>o, airline, etc.) |                                              |                 |               | ·                     |           |
|           |                                                       |                                              | WH.             | mit           | 30                    |           |
| 2-1       | Date                                                  | (                                            | Crin            | Nam           | 7. A                  | HY.       |
| * * *     | * * * * *                                             | * * * * * *                                  | * * * *         | * * * *       | * * * * '             | * * *     |
| Approve   | ed: Commission                                        | venthe                                       | · -             | 21            | 1 <u>0/86</u><br>Date |           |
|           |                                                       |                                              |                 |               |                       |           |

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CANARY COPY-Treasurer's Copy - Per Diem PINK COPY-Attach to Travel Expense

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### COUNTY OF FORT BEND

### **Travel Authorization**

### TO: COMMISSIONERS' COURT

We

X hereby request authority to make an official trip outside Fort Bend County

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Holman C. Gregory

Allen J. Mutchler

| Period:                                                       | Date of Departure_ | April 20, 1986                  |
|---------------------------------------------------------------|--------------------|---------------------------------|
|                                                               | Date of Return     | April 24, 1986                  |
| Purpose of Trip:                                              | to attend semi     | inar on                         |
| CRIMINAL                                                      | INVESTIGATORS (    | COURSE                          |
| Places to be Visit                                            | ed: Denver, CO     |                                 |
| Mode of Transpor<br>(State whether by<br>auto, airline, etc.) | v personal         | line                            |
| 2 - 7 - 16<br>Date                                            | U<br>Cs            | Mite<br>Name<br>in Alt<br>Title |
| Approved: Commissio                                           | Tounda             |                                 |

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CANARY COPY-Treasurer's Copy - Per Diem

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GOLDENROD COPY-Department Copy

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                                                   | e Cooper            |                                  | <u> </u>                       |                    |
|--------------------------------------------------------------|---------------------|----------------------------------|--------------------------------|--------------------|
|                                                              |                     |                                  |                                |                    |
| Period:                                                      | ·                   | ture <u>February</u>             |                                |                    |
| Purpose of Trip:                                             | Date of Return      | n <u>February</u><br>and Cormise |                                | rence              |
| Places to be Visi                                            | ted: <u>College</u> | Station                          |                                |                    |
| Mode of Transpo<br>(State whether by<br>auto, airline, etc.) |                     | al Auto                          | Name                           | $\geq$             |
| February 3, 1986<br>Date                                     | * * * * * *         | County Exten                     | i <u>sion Agent-A</u><br>Title | <u>gricultu</u> ro |
| Approved: Commission                                         | wwww                |                                  | <u> </u>                       | ;<br>;<br>         |

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### COUNTY OF FORT BEND

### **Travel Authorization**

### TO: COMMISSIONERS' COURT

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 - XXX UNIVERSITY OF TEXAS

Mode of Transportation (State whether by personal auto, airline, etc.) <u>COUNTY</u> CAR

2-1-86

JOYCE TOMPKINS Name COUNTY AUDITOR Title

Approved: Commissioners' Court

WHITE COPY---Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

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### COUNTY OF FORT BEND

### **Travel Authorization**

# TO: COMMISSIONERS' COURT

1

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

l detective - Larry Feinstein

| Period:                                                       | Date of Departure 2/4/86                |           |
|---------------------------------------------------------------|-----------------------------------------|-----------|
| Purpose of Trip:                                              | Date of Return                          |           |
| Places to be Visit                                            | ed:Chicago, Illinois                    | •         |
| Mode of Transpor<br>(State whether by<br>auto, airline, etc.) | personal all expenses to be paid for by | Harris Co |
| 2/4/86<br>                                                    | -Mame<br>Sheriff<br>Title               |           |
| Approved: Comprission                                         | inthe 2/10/86                           |           |

WHITE COPY-Commissioners Court Copy

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CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

### 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: <u>Emergency Management</u> Places to be Visited: \_\_Austin Mode of Transportation (State whether by personal auto, airline, etc.) County Car Funds available Name February 5, 1986 Fire Marshal/Safety Director Date Title Approved: Commissioners' Court 86 ħν

WHITE COPY-Commissioners Court Copy

CANARY COPY---Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

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COUNTY OF FORT BEND

### **Travel Authorization**

### TO: COMMISSIONERS' COURT

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1

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

Finne Wilson and & clicks Period: Date of Departure Date of Return Purpose of Trip: lerks Qu 4 mouns Places to be Visited: Mode of Transportation (State whether by personal auto auto, airline, etc.)\_ Janne Hilson Surty Clink Approved: Commissioners' Court <u>2-10-86</u> Date ountv Judae

WHITE COPY---Commissioners Court Copy

CANARY COPY---Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

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COUNTY OF FORT BEND

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GOLDENROD COPY-Department Copy

### **Travel Authorization**

#### COMMISSIONERS' COURT TO:

00**6**38

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: <u>Texas A & M University - College Station</u>, Tx. Mode of Transportation (State whether by personal auto, airline, etc.)\_ Personal Automobile Name February D, 1986 Commissioner Pct. 2 Date Title Approved: Commissioners' Court/ 21 86 10 Nes // ounty Judge WHITE COPY-Commissioners Court Copy CANARY COPY-Treasurer's Copy · Per Diem PINK COPY-Attach to Travel Expense



0030

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.

un Gus Géorge

Sheriff

GG/jj enclosure

cc: Mrs. Joyce Tompkins County Auditor

> Mr. John Hammett County Purchasing Agent

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# 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, indeliable 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 (3%) inches X four (4) inches, no additional pockets are acceptable. Closer 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

### A D D E N D U M TO LEASE AGREEMENT DATED DECEMBER 23, 1985 BY AND BETWEEN VOV CORPORATION AND THE COUNTY OF FORT BEND, A TEXAS COUNTY

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 rems and charges for the balance of the term of the Lease Agreement.

ACCEPTED AND AGREED TO this 11th day of February, 1986.

V O V CORPORATION

ANDIORD

THE COUNTY OF FORT BEND

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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)

-2-

Charles L. Michulka Attorney at Law

Jackis G. Michulka Paralegal

February 7, 1986

County Judge Jodie Stavinoha Fort Bend County Commisioner'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.

full harles L. Michu

CLM/jm

Southwestern Bank Plaza, Suite 340 12,603 Southwest Freeway

Post Office Box 882 Stafford, Texas 17417 . Off. (113) 240-2400 Ros. 499-1368

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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

100 C

### 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 Lother 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.

Lother 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.

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# RESOLUTION IN SUPPORT OF ECONOMIC DEVELOPMENT IN FORT BEND COUNTY

#9

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

inoha, County Judge

February 10,1986

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 todays 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
 (2) excepts the encoded of the second of the second second

(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.

J.P. #4 Jim Scott

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### THE ATTORNEY GENERAL

### OF TEXAS

AUSTIN, TEXAS 78711

JEDTEN I., RABULL. ATTERNET GERNEGRAL

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January 20, 1976

The Honorable Richard R. Gonzales Opinion No. H-767 County Attorney County of Jim Hogg Re: Whether a justice Hebbronville, Texas 78361 of the peace resigns his office on announcing his candidacy for a

Dear Mr. Gonzales:

. . .

. . .

You have asked that we render a formal opinion on the following question:

second office.

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.

The Honorable Richard R. Gonzales - page 2 (H-767)

AS PER ORIGINAL

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 be occupies an office of trust under the laws of this state. See Willis v. Potts, 377 S.W. 2d 622 (Tex. Sup.

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 m.r.e.).

# SUMMARY

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.

truly yours, Very rel JOHN L. HILL Attorney General of Texas

MONTH

p. 3239

CHECK DATE

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,**QU<u>\$</u>50** 

0030 The Honorable Richard R. Gonzales - page 3 (H-767)

APPROVED:

DAVID M KENDALL, First Assi stant

C. ROBERT HEATH, Chairman Opinion Committee

jwb



R9-614

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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 910/874-1367 Telecopier 512/475-0266

714 Jackson, Suite 700 Dallas, TX. 75202-4506 214/742-8944

4824 Alberta Ave., Suite 160 El Paso, TX. 79905-2793 915/533-3484

1001 Texas, Suite 700 Houston, TX. 77002-3111 ~ 3/223-5886

806 Broadway, Suite 312 Lubbock, TX. 79401-3479 806/747-5238

4309 N. Tenth, Suite B McAllen, TX. 78501-1685 512/682-4547

200 Main Plaza, Suite 400 San Antonio, TX. 78205-2797 512/225-4191

An Equal Opportunity/ Affirmative Action Employer 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

Dear Mr. Ehrlich:

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:

> 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 anouncement constitute an automatic resignation of the office of justice of the peace under article XVI, section 65 of the Texas Constitution?

> 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?

> 3. Would holding both offices violate the separation of powers doctrine in article II, section 1 of the Texas Constitution?

Article XVI, section 65 of the Texas Constitution provides in part:

### p. 1809

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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 <u>Ramirez v. Flores</u>, 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

> [1]t is settled in Texas that a trustee of an independent school district holds an office of trust under the laws of this state. <u>Kimbrough v.</u> <u>Barnett</u>, 93 Tex. 301, 55 S.W. 120 (1900); <u>Lee v.</u> <u>Leonard Independent School District</u>, 24 S.W.2d 449 (Tex. Civ. App. - Texarkana 1930, writ ref'd).

505 S.W.2d at 409. The cases relied on in <u>Ramirez v. Flores</u> state that school trustees are public officers. <u>Kimbrough v. Barnett</u>, 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 (<u>quoting Mechem on Public Officers</u>, \$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.

<u>Kimbrough v. Barnett</u> stated the definition of "officer" accepted in Texas law today. <u>See Green v. Stewart</u>, 516 S.W.2d 133 (Tex. 1974); Attorney General Opinion MW-415 (1981); <u>see also Attorney General</u> Opinion MW-418 (1981). The <u>Ramirez v. Flores</u> court used the <u>Kimbrough</u> 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.

<u>Kimbrough v. Barnett, supra at 122.</u> <u>See also</u> 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." <u>Willis v. Potts</u>, 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. <u>Willis v. Potts</u>, <u>supra</u>, 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

health, public peace, control of the streets, taxation and licensing. V.T.C.S. arts. 1015, 1016. <u>See also V.T.C.S. arts. 1140, 1145, 1146</u> (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; <u>see also</u> 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. <u>Ramirez v. Flores</u>, <u>supra</u>; 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.

### SUMMARY

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

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JIM MATTOX Attorney General of Texas

JACK HIGHTOWER First Assistant Attorney General

MARY KELLER Executive Assistant Attorney General

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ROBERT GRAY Special Assistant Attorney General

RICK GILPIN Chairman, Opinion Committee

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Prepared by Susan L. Garrison Assistant Attorney General



**JOYCE TOMPKINS** 

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AS PER ORIĜINAL

COUNTY AUDITOR

# 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

Travel allowance due - 16 days @ 13.34 per day = 213.44 

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| MAND. CHILD-SUP.                   |                      |                    |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                  |                      |           |                                       |         |                 |       |                     |
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| EMPLOYER<br>PAID BENEFITS          | CURRENT              | Y-T-D<br>AMOUNT    | V                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                  |                      | TOTAL-GRO |                                       |         | 336             | .70   | 26320.56            |
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NON-NEGOTIABLE

COUNTY TREASURER

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THE COUNTY OF FORT BEND

**RICHMOND, TEXAS** 

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PAY TO THE ORDER OF

ADOLPHUS, JAMES C 914 BENT CREEK TX 77469 RICHMOND

JUSTICE OF THE PEACE PCT. # 4

NON-NEGOTIABLE

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COUNTY AUDITOR

# Art. 16, § 61 Note 7

1. UUS Her many attended to be an and state and a series and and and

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 provision of this section requiring all fees earned by officers to be paid into county treasury, county would not have been enti-tled to recover anything from him for fail-ure 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 em-ployee and could not, therefore, be held liable for failure to pay into county treasury all fees which he had earned but not collect-

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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 wheth-er 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 recipi-ents thereof instead of to county treasury. Id.

#### 9. Jurisdiction

Trial court did not lack jurisdiction to order issuance of writ of mandamus compel-ling commissioners court to set reasonable salary and provide county constables with reasonable expenses of office and travel expenses. Commissioners Court of Hous-ton County v. Rodgers (App. 12 Dist.1985) 691 S.W.2d 753.

See, now, § 67 of this article.

tablish such offices; the offices are other-

wise 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-

# §§ 62, 63. Repealed by Acts 1975, 64th Leg., S.J.R. No. 3 Prior to repeal, § 62 was amended Nov. 4, 1958; Nov. 8, 1966; and Nov. 5, 1968.

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.

### § 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-

# § 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:

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. Naturither and a provisions of this Constitution, the following officers

County Commissioners for Frecincis Two and Four; (f) Justices of the Feace. 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 Commission-ers 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 design of their office is an unchan number and for a term of four (4) years designation of their office is an uneven number, and for a term of four (4) years

# Art. 16, § 65 Note 1

CONSTITUTION

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 recipi-ents thereof instead of to county treasury.

### never Id. 9. Jurisdiction

unty, Trial court did not lack jurisdiction to form order issuance of writ of mandamus compelrmitling commissioners court to set reasonable salary and provide county constables with dent easonable expenses of office and travel expenses. Commissioners Court of Hous-ton County v. Rodgers (App. 12 Dist. 1985) 691 S.W.2d 753. was emheld sury llect-

### , 64th Leg., S.J.R. No. 3

Prior to repeal, § 62 was amended Nov. 4, 1958; Nov. 8, 1966; and Nov. 5, 1968. d by was 22, See, now, § 67 of this article.

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tablish such offices; the offices are other-wise 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 and es-County is an appointive office, not an elective office. Op.Atty.Gen.1977, No. Hthis nor 995. es

### o four year terms of office

office—The following officers elected at the and thereafter, shall serve for the full terms

Clerks; (c) County Judges; (d) Judges of iminal 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 ovember, 1954, shall serve only for terms of essors and Collectors of Taxes; (c) District Public Weighers; (f) County Commission-Constables. At subsequent elections Constables. Constables. At subsequent elections, such terms provided in this Constitution.

where any of the aforementioned offices is bersons hold such office, with the result that lace No. 2," etc., the officers elected at the shall serve for a term of two (2) years if the en number, and for a term of four (4) years

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### 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. Attorneys Prosecuting District and >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

#### Validity 1/2.

Neither provision of Art. 3, § 19, render-ing officeholders ineligible for Texas legis-lature 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 that holders of certain offices automatically resign their positions if they become candi-dates for any other elected office unless unexpired portion of current term is less that, one year violates the First Amendthar. one year violates the First Amera-ment. Clements v. Fashing (1982) 102 S.Ct. 2836, 457 U.S. 957, 73 L.Ed.2d 508, rehear-ing 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 office-holder's candidacy for another elected office noider's candidacy for another elected office unless and until it places similar restrictions on other officeholders and, hence the "re-sign-to-run" provision of this section, i.e., that holders of certain offices automatically

resign if they become candidates for any other elected office unless unexpired por-tion of current term is less than one year, tion of current term is less than one year, did not violate equal protection clause be-cause it did not apply to all officeholders in addition to plaintiffs, who were county judge, two justices of the peace and a Con-stable. (Per Justice Rehnquist, with the Chief Justice, 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 sec-

O'Connor concurring and Justice Stevens concurring in judgment.) Id. The "resign-to-run" provision of this sec-tion, i.e., that holders of certain offices au-tomatically 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 wheld 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 provi-sion to those officeholders whose terms were not extended was not, absent invidious purpose, the sort of malfunctioning of the state's lawn.aking process forbidden by equal protection clause. (Per Justice Rehn-quist, with the Chief Justice, Justice Powell and Justice O'Connor concurring and Jus-tice Stevens concurring in judgment.) Id. tice Stevens concurring in judgment.) Id.

Provision of this section, establishing staggered terms for county commissioners, did not effectuate unconstitutional denial of and 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 counthey would not be entitled to vote for country ty 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.

Construction and application

Texas justice of the peace, alleging that he would run for Texas legislature but for

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# Art. 16, § 16 GENERAL PROVISIONS

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 reivileges 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 sularies 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 repeat. Kaliski v. Gossett, Civ. App., 169 S.W.2d 340.

The amendment of this section and of Vernon's Ann.Civ.St. art, 535 (repealed, but see art, 342-461), 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 busines; in which the public is interested. Gossett v. Hamilton, Civ.App., 133 S.W.2d 297.

### § 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-

Where repeal of provision of this section imposing liability on stockholders for debts of bank to extent of holdings became offective on September 8, 1937, the insolvency of bank on September 7, 1937, was a necessary condition precedent to Hability of stockhelder for debts then owing by bank, notwithstanding its insolvency 23 days later. Id.

Where repeat of provision of this section for added liability of bank stockholders became effective on September 8, 1977, 21 days before bank closed its doors and war taken over by banking commissioner, bunking commissioner failed to make out prime facte showing of right to recover assement from stockholder in absence of evdence 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 statutin force at time amendment became effective, did not destroy binding effect of stockholder's contractual obligation to padebts 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 bankmit 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.

### venience fro sure against causes provi

**Earlier** Constitution Const.1845. art. V Const.1861, art. V

Duration of offices Terms of office, sta

Saliets 10 Construction and a Failure to qualify Helding over in get Injunction 9 Other office, appoi Removal 6 Resignation 4 Retirement 8 Terms of office in g

1. Construction an This section refofficers, and not it municipal corporat Galveston, 3 App.C. In Underwood v. School Dist., Civ.A. diamissed, the courthis section and se "In our opinion, se upon the authority: of city councils and to fix a term of a than two years, we rectly upon the a than two years, we rectly upon the a public service and requiring all officer that processors se

It being plain i the terms "and" convertible terms, the Legislature us in a statute. Alex 75, 204 S.W. 644. This section wa v. State, 88 Cr.R.

v. State, 88 Cr.R. 2 'This section is mandatory. Count of Yoakum County

122 S.W.2d 322. The purpose of vacancies in office sation of the func

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## QUALIFICATION OF SUCCESSORS Art. 16, § 17

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.1545, art. VII, § 23. Const.1561, 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

#### 2. Terms of office in general

Sallots 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

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 employés shall hold office for two years, the city marshal not being enumerated, although an officer contemplated by this section, is an employé, 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., 1940, No. 2958.

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 1883, 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 nonelected officers of municipal corporations. Stubbs v. City of Gaiveston, 3 App.C.C. § 145.

In Underwood v. Childress Independent School Dist., Civ.App., 149 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 respectiva 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 in prevent vacancies in office and the consequent cessation of the functions of government. Id.



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#### 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

Probate matters 1

Fees 2

business, civil and criminal," included probate matters. Bowser v. Williams, 6 C.A. 197, 25 S.W. 453.

#### 2. Fees

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 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.

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#### § 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

#### AS PER ORIGINAL

# Art.; 5, § 26

discretionary one, for purposes of this sec-tion'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 crimi-nal case for purposes of this section's prohi-bition against appeals by the state since the United States Supreme Court can act to

#### § 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 va-Under provision of this Article, that Va-cancies 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 here extended by 1956, but whose term had been extended by § 18 of this Article and Art. 16, § 65, could continue in office until 1958 general elec-tion, 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-

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 unex-pired term and/or vacancy between the No-vember 2, 1982, general election and Janu-ary 1, 1983, which would be subject to the provisions of V.A.T.S. Election Code, art. 118

#### CONSTITUTION

overrule the finality of the Texas court judgment. (Per Roberts, J., with one Judge concurring specially.) Id.

Supreme Court for review of a judgment of Texas Court of Criminal Appeals falls the the Texas Court of Criminal Appeals fails 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 be-ing asserted by the state. (Per Roberts, J., with one Judge concurring specially.) Id.

tion held on November 3, 1970, and January

The commissioners court has no power or

duty to appoint anyone to the office of justice of the peace between Nov. 3, 1870 and Jan. 1, 1971 because there is no vacan-

cy 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

If the commissioners court order abolish-

es 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 succeed-

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 pre-

A state district judge appointed on June

cinct no. 1 is not abolished. Id.

Op.Atty.Gen.1972,

has a certificate of election. Id.

ing general election. No. M-1176.

1, 1971. Op.Atty.Gen.1970, No. M-742.

Petition for certiorari in the United States

# CONSTITUTION

13.12a, which govern nomination and tion to unexpired terms. Election Opinion No. DAD-35 (1982).

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#### 2. Commissioners' court, filling cies

The judge of County Court of County at Law No. 2 is not a county within provision of this section, that cies in office of county judge shall be by county commissioners' court unt general election for such office, in v general election for such office, in c differences in titles and jurisdiction of courts and functions, qualifications a aries of judges thereof. Sterrett v. M (Civ.App.1956) 294 S.W.2d 201.

stitutional because it is in conflict exclusive power of the Commi Court to fill such vacancies by appo under this section. Op.Atty.Gen.11 M-562.

#### 2. Elections

tution, the Revised Civil Statutes

County Court; terms 8 29. prosecutions; jury

#### Notes of Decisions Fixing term 9 Jury 8

1. Terms of county court A certified copy of order of Co ers' Court, dated February 11, 19 two terms of County Court, to January 1 to June 30, and from December 31, 1963, is not proof t did not subsequently enter an or term of court as set out in caption acript; after expiration of one Commissioners' Court would be to fix new terms of County Court State (Cr.App.1965) 396 S.W.2d 8

In fixing terms of County Cour missioners Court performs a function and its order is subject

When the order of the Commis Court of Bexar County abolishing Pr Three, Four, Five, Six, Seven and Eig creating from the same territory Pr Three, Four and Five became effec January 1, 1969, the offices of Ju the Peace of Precincts Three throug ceased to exist and the offices of Ju the Peace of Precincts Three, Four a came into being with an existing v When the order of the Commis came into being with an existing v Paragraph (a) of Vernon's Ann.Civ 2851/2, authorizing the election of to fill the offices of Justice of the created under such circumstances, it

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There is no provision in the Stat

AS PER ORIGINAL

#### Title 44

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#### **POWERS AND DUTIES**

Art. 2355

certain

That orders of the commissioners' court

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

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.

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.

Where commissioners' court entered nunc pro tune 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.

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

of Willacy county levying taxes for

Preceding years, levy

7. School district bond issue

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Evidence

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.

#### Art. 2354a. Expired

#### **Historical Note**

1106.

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

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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:**

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#### Notes of Decisions

In general 1.

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 Com-missioners 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. an emergency. 831, ch. 408.

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, Lov-The commissioners' court of Reeves, Lov-ing, Ward, and Winkler Counties are with-out authority to expend county funds as a contribution to the compensation and ex-pense 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 ef-fect in Pecos County by petition and elec-tion, such county has no authority to em-ploy a "special livestock deputy", whose ploy a "special livestock deputy", whose duty shall be confined to protecting live-stock 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.

#### %. In general

No vacancy will exist in justice of the peace precinct, Childress County, where by order of the commissioners court part of

Filling vacancy 4.

Where sheriff who sought re-election to office and was unopposed in general elec-



#### 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 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

Steven G. Cook Steven & 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 Dilfield Road as evidenced by our signatures below.

0030 NAME AND ADDRESS VV 3319 5 0 en 1. 0 38.30 112 Stonepipe) Jaa La no 2. Ū КD 25 TRT з. ()4. -10 5. 7920 11ch TOVE 6. 8120 MULU Sin FIFE CN 7. 7111 IF 8. \_e А. 10024 V 70 र 10. E 1 FORT RD mart OIA 11. 2702 3118 12. athenack 13. (MA) 6 2 14. 0 ISSACKS Whe 4014 15. sacks 4010 2nnatols 16. Cu he Acathenek lç 3406 17. ni 3414 alle. 18. inan Cin invey Store 19. 2721 403 20. k and Le) 21. -22 313 *catherox* nl 22. 4 andra now 300 (-ARDEN CANG `` 23. inele  $\alpha \pi$ leat 05 noli 32 24. 25. HEN ANE Jane 26. 0 conll 26 27. 3 5 O $C_{r}$ 28. 3 29. M 28 30. 2903 31. *c*i 4031 Ko 32. ou 33. muer 34. e Sel 4023

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We being registered voters of Fort Bend County and owner/residents of the Chimneystone Planned Community Development subdivision are hereby 0030 equesting the abandonment of Dilfield Road as evidenced by our signatures below.

NAME AND ADDRESS E. Heatherock Cir 3223 Holwes 00 1. Heatherock Cir E C 3203 leh 0 2. Cir. 3203 HEATHEROCK E з. deatheroch w R P E. ( 0 1 4. 52 5.  $\varepsilon$ 3 *र। 4* ATHEROC ono 6. ฟ 3323 eatherock 7. 8. 3 0 9. N 10. 11. 12. 13. 14. Ű 15. 29 16. 17. <sub>P</sub> 290 18.1 2903 19. 3 U S\_S Ains 20. 31 7 THEROCK 21 311 5 22. POCK 3111 Fac E °s f 23. 340, ONDO 24. 31 hFR, DUN 25. 12 3114 Ê Heatherack 26. ξ, Heather 3/18) 27. 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 0030 requesting the abandonment of Dilfield Road as evidenced by our signatures below.

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ADDRESS NAME AND Old Fort Kd. at 2919 entro 1. Old 3015 2. 2923 з. 3014  $\mathcal{P}$ 4. 00 21 5. For r 3007 inasl 6. 3<u>006</u> E0 27 7. 1 ٥. 302 てつ  $\mathcal{Z}$ 9. 10. 0 11. vP. 1×1 12. Je-13. Drive А o 14. hark illiams 15. 16. 17. 18. Run 3 ione 1 19. 2' 20. 4030 SHEZ Kow 21. 4034 SHEFBY Rour ۴. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33.

0030

#### PETITION TO ABANDON

AS PER ORIGINAL

#### OIL FIELD ROAD

ADDRESS

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

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7 1 146 **2** FETTETAN FA ANANAN 00671 HEASE FIGH ADDPRES 0030 alt, Charles 3510 N. Home PC. 36. 1118 (1) 10 Side D) Horna Place 27. · 1 3 ternhillere 4116 3503 N. Home Place 28. Maria Place al. 3511 49. king ( Home AR. C.F. Istomo Plac 2510 S. R C. Kerken 3315 teurten Dy, 41. Blozen 32. Inde all aiti 44. <u>E</u>A 3106 £. 4164 HEATH rece ca 51100 0 . Televilla HEATHERE CIL 34. 35/5 35. JEN214 1 COUNT 1.16 10 F Anna Munille Clica 3502 Carlin In. 36. Allena Aug L 1-1liter stranger and 3,7., KAN WALL 1200 34/1- E. Der Elmock An Francel Cre 38. . ..... 39. 4 40. negadi um necembra adas conscituinte comes ques reservação strava ademinide sasebucador cabiçadorea 4,1,1, \_\_\_\_\_ 42. 4,3, 4.4. 45. There is a second of the second of the second of the second s 4. 485 49. 50 ar in man anna an anna an fha na inns Mhanaimhn. An haga ann amannach 51. 53. 54.2 55. 56. 5.7. 58. 59. 60

# 003013. 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.

# 

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 Mainttenance Tax for Fort Bend LID #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 \$42,6860 the Court further finds that said bid meet all specifications. (Recorded in minutes in full)

-3-

# COUNTY OF FORT BEND

### Engineering Department

Stanley L. Kucherka, Jr. P. E. Fort Bend County Engineer

0030

P. O. Box 1028 Rosenberg, Texas 77471

# RECEIVED JAN 0 6 1936

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 Kinnebnew, P. E. Assistant Engineer

attachment

cc: Tom Domel Rt. 1, Bux 541 Needville, Texas 77461

00673

| CROWN       BASE       LEFT SIDE         WIDTH       MATERIAL       DISTANCE FRO         31'       24'       CENTERLINE/         32'       22'       12/1"         32'       25'       12/0"         31'       22'       12/0"         31'       22'       12/0"         31'       22'       12/0"         72'       60'       24/5"         72'       60'       24/5"         72'       60'       24/5"         72'       60'       12/5"         72'       60'       24/5"         72'       60'       24/5"         72'       60'       24/5"         72'       60'       24/5"         72'       60'       24/5"         72'       60'       24/5"         72'       60'       24/5"         70'       13'       1         70'       14'       1         70'       14'       1         70'       14'       1         70'       15'       1         70'       15'       1         70'       15'       1 <tr< th=""><th>INSPECTOR(S):</th><th></th><th>Z</th><th>И</th><th>L</th><th>K</th><th>یم  <br/>ا</th><th>I</th><th>н</th><th>G</th><th>E.</th><th>E 19+85</th><th>D 15+00</th><th>c 10+00</th><th>B 5+00</th><th>A 0+50</th><th>CROSS<br/>SECTION<br/>LOCATION</th><th></th></tr<>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | INSPECTOR(S): |           | Z | И | L | K | یم  <br>ا | I | н | G | E. | E 19+85 | D 15+00        | c 10+00 | B 5+00           | A 0+50               | CROSS<br>SECTION<br>LOCATION                                              |                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------|---|---|---|---|-----------|---|---|---|----|---------|----------------|---------|------------------|----------------------|---------------------------------------------------------------------------|------------------|
| INTER: UNITER: UN |               |           |   |   |   |   |           |   |   |   |    |         | ł              | 32'     | 32'              | 31'                  | CROWN<br>WIDTH<br>(Feet)                                                  |                  |
| BASE MATERIAL DEPTH       BASE PROM     CENTERLINE/<br>DISTANCE FROM     CENTERLINE<br>DEPTH<br>BASE DEPTH<br>CENTERLINE       2/1"     6/6 <sup>3</sup> /4"     11 <sup>5</sup> /2"       2/2"     6/8 <sup>1</sup> /8 <sup>1</sup> 9"       2/2"     12/9 <sup>1</sup> /2"     10 <sup>1</sup> /2"       4/5"     12/9 <sup>1</sup> /2"     10 <sup>1</sup> /2"       4/5"     12/9 <sup>1</sup> /2"     10 <sup>1</sup> /2"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Roh           |           |   |   |   |   |           |   |   |   |    | 60'     | 22'            | 251     | 22'              | 24'                  | BASE<br>MATERIAL<br>WIDTH<br>(Feet)                                       |                  |
| BASE MATERIAL DEPTH       SIDE     CENTERLINE DEPTH       ANCE FROM     DEPTH       L/Inches)     11½"       /6 <sup>3</sup> /4"     11½"       /8½"     9"       /8½"     9"       /8½"     10 <sup>1</sup> /2"       1/9½"     10 <sup>1</sup> /2"       1/9½"     10 <sup>1</sup> /2"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | lev. Mark     | ç         |   |   |   |   |           |   |   |   |    | 24/5"   | 12/0"          | 12/2"   | 12/0"            | 12/1"                | LEFT SIDE<br>DISTANCE FROM<br>CENTERLINE/<br>BASE DEPTH<br>(Feet/Inches)  |                  |
| IAL DEPTH<br>ERLINE<br>H<br>hes)<br>J/2"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | wski          | & Hunters |   |   |   |   |           |   |   |   |    | 12/9½"  | " <u>1</u> 8/9 | 1128/9  | 6/8 <u>7</u> 11  | 6/6 <sup>3</sup> /4" | SID<br>SRLT<br>DEP<br>DEP                                                 | BAS              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               |           |   |   |   |   |           |   |   |   |    | 101/2"  | 9''            | 8       | ıı               | 11511                | CENTERLINE<br>DEPTH<br>(Inches)                                           | 3 MATERIAL DEPTH |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               |           |   |   |   |   |           |   |   |   |    | 12/8"   | "'9''          | 6/10"   | <sup>7</sup> 6/9 | 1.879                | RIGHT SIDE<br>DISTANCE FROM<br>CENTERLINE/<br>BASE DEPTH<br>(Feet/Inches) |                  |

ROAD INSPECTION FOR

12-26-85

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#### 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:

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 inne Wilso County Clerk E. (SEAL) 114 المستعلية فالمعسعة

February 10, 198 Stow 1 2. County Judge

#### ORDER CALLING MAINTENANCE TAX ELECTION

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12

THE STATE OF TEXAS COUNTY OF FORT BEND

5 5 5

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:

COPY

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#### 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

County Judge

County Clerk

(SEAL)

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#### **0030** ORDER CALLING MAINTENANCE TAX ELECTION

THE STATE OF TEXAS COUNTY OF FORT BEND FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12 5 5 6

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;

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#### 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:

00\$79

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

| On this <u>10</u> day of <u>February</u> , 19 <u>86</u> , before the                   |
|----------------------------------------------------------------------------------------|
| Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying |
| notice ofHouston Lighting and Power                                                    |
| datedJanuary 22, 1986, permit no80726to 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, 19 <sup>82</sup> , 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 <u>Denham</u> , seconded by Commissionér                   |
| 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 COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

App1. # 80726

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, Assistant Engineer

2-5-86 Date (1)Complete Application Form Name of road, street and/or a. highway affected Map or plat showing course or ь. direction Plans and specifications. c. (2) Bond Perpetual bond currently posted -or-Performance bond submitted in the amount of

PAGE 1 OF 2

#### 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. 12 2-NOTICE NO. 80726

0030

00681

Formal notice is hereby given that <u>Houston Lighting & Power Company</u>, proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across the right of way of a County road or ditch within Fort Bend County, Texas as follows:

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

| Road or Ditch Name | Distance & Direction From | Length of | T     | ype of Cor | struction | 1                                     |
|--------------------|---------------------------|-----------|-------|------------|-----------|---------------------------------------|
|                    | Nearest Intersection      | Crossing  | Bored | Jacked     | Driven    | Cased                                 |
| FM 2234 NA         | 1660'+ E OF BLUERIDGE RD  | 100'+     |       |            |           |                                       |
| FM 2234 NA         | 1360'+ E OF BLUERIDGE RD  | 100'+     |       |            |           |                                       |
| FM 2234 NA         | 200'+ E OF BLUERIDGE RD   | 140'+     |       |            |           | ×                                     |
| FM 2234 NA         | 400'+ W OF BLUERIDGE RD   | 150'+     |       |            |           |                                       |
| FM 2234 NA         | 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<br>Nearest Intersection | To Distance |
|--------------------|---------------------------------------------------|-------------|
| FM 2234 NA         | WEST FROM MOFFITT LN                              | 250'+       |
| EM 2234 NA         | 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 2224.

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:<br>ADDRESS: | Houston Lighting & Power C<br>P. C. Box 1700 | <b>o.</b> |
|----------------------|----------------------------------------------|-----------|
|                      | Houston, Texas 77001                         |           |

|                             | Engineering Services                       |
|-----------------------------|--------------------------------------------|
| ISSUED BY: BED TUG          | nly                                        |
| NAME: G. W. TURNLEY         | (signature)                                |
| TITLE:SUPERVISOR            | (print)<br>_LOCATION: <u>HOCLAR</u> KE_S/C |
| BUS. PHONE: <u>728-6470</u> | DATE: JAN. 22, 1986                        |
|                             |                                            |

24 HOUR PHONE: (713) 228-7800

# THREE (3) OR MORE MICROFILMING SYSTEMS

| Net difference to ADD (1) Plain Paper Copies which<br>meets specs & delete (1) Sensitized Paper Copier. | ile Ş<br>r,  | TOTAL PRICE DELIVERED AND INSTALLED FOR: (3) Camera |
|---------------------------------------------------------------------------------------------------------|--------------|-----------------------------------------------------|
| ADD<br>\$2.543.76                                                                                       | 42,686.24    | <u>3M</u>                                           |
| ADD<br>\$5.518.19                                                                                       | *\$45,224.71 | MINO-MICRO<br>GRAPHICS                              |
|                                                                                                         | *            | GLOBAL<br>SERVICES                                  |

\$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.

00682

#### BID ITEM: \_\_\_\_\_MICROFILMING EQUIPMENT

BID NUMBER: 86-5

0030

00483

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#### VENDORS NOTIFIED BY LETTER

3M OFFICE SYSTEMS DIVISION ALLIED TECHNOLOGY, INC. CENTRAOL TEXAS MICORGRAPHICS GLOBAL SERVICES JOHN LANE MICROGRAPHICS

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MINO MICORGRAPHICS, INC.

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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, ½-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

ANDREW

#### 616 ESSEX ST., LAWRENCE, MASS. 01842 TEL. (617) 683-2403

**168**5

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

reren auke

Paul O. Querengasser Chief Estimator

POQ/mp cc/BP/RWF/GB/Talon County of Fort Bend Mr. Gilbert D. Jalomo/Purch.Dept.

| 00486 | BUSINESS & INSTITUTIONAL<br>INTERIORS, INC. | MITCO  | ESTEY COMPANY | AETNASTAK DIVISON ART<br>METEL USA INC. | ANDREW WILSON COMPANY        | GAYLORD BROS., INC.             | COMPANY                 | ITEM NO. 2 N DESC                        | FOR SUPPLYING, DELIVERING<br>AND CASSI                                          |  |
|-------|---------------------------------------------|--------|---------------|-----------------------------------------|------------------------------|---------------------------------|-------------------------|------------------------------------------|---------------------------------------------------------------------------------|--|
|       | NO BID                                      | NO BID | NO BID .      | NO BID                                  | GAYLORD RBM-8L               | GAYLORD #RBM8                   | BASE BID                | DESCRIPTION: GAYLORD MODEL RBM8 OR EQUAL | AND INSTALLING<br>TTE DISPLAYERS                                                |  |
|       | NO BID                                      | NO BID | NO BID        | NO BID                                  | •                            |                                 | ALTERNATE SUBMITTED     | BM8 OR EQUAL                             | 3 STEEL SHELVING, BOOK SUPPORTS, MICRC<br>FOR THE NEW FORT BEND COUNTY LIBRARY. |  |
|       |                                             |        |               |                                         | <b>\$979.00 \$13,</b> 706.00 | <b>→</b> \$1,039.00 \$14,546.00 | UNIT TOTAL<br>COST COST |                                          | MICROFILM FILES, BOOKTRUCKS<br>NARY.                                            |  |

| APPLICATION AND CERTIFICATE FOR PAYMENT AND DOCUMENT G702 PAGE ON TOF 3 PAGES                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Commissioners Ct. FROJECT Fort Bend County APPLICATION NO: 2 Distribution to:<br>Courthouse Precinct One Maintenance Facility TO: 1-1-86 ARCHITECT<br>77469 Crabb, Texas PERIOD FROM: 1-1-86 ARCHITECT                     |
| Building Construction ARCHITECT'S<br>Saintenance Facility PROJECT NO: 8504                                                                                                                                                 |
| CONTRACT DATE: November 25, 1985                                                                                                                                                                                           |
| <b>PAYMENT</b> Application is made for Payment, as shown below, in connection with the Contract.<br>Continuation Sheet, AIA Document G703, is attached.                                                                    |
| The present status of the account for this Contract is as follows:                                                                                                                                                         |
| ORIGINAL CONTRACT SUM                                                                                                                                                                                                      |
| Net change by Change Orders                                                                                                                                                                                                |
| CONTRACT SUM TO DATE                                                                                                                                                                                                       |
| TOTAL COMPLETED & STORED TO DATE                                                                                                                                                                                           |
| RETAINAGE 5 %                                                                                                                                                                                                              |
| TOTAL EARNED LESS RETAINAGE                                                                                                                                                                                                |
|                                                                                                                                                                                                                            |
| LESS PREVIOUS CERTIFICATES FOR PAYMENT                                                                                                                                                                                     |
| bit TEXAS                                                                                                                                                                                                                  |
| Notary Public: King to provide the time in the of Tetrated 126 G                                                                                                                                                           |
| AMOUNT CERTIFIED                                                                                                                                                                                                           |
| (Attach explanation in amount certified differs from the amount applied for.)<br>ARCHITECT:                                                                                                                                |
| By: Charas B' Itelicare Date: 2.4.86<br>This Certificate is not negotiable The AMOUNT CERTIFIED is pavable only to the Constants<br>named herein. Issuance, payment and acceptance of payment are without prejudice to any |
| ROIECT Fort E<br>Precinct One<br>Crabb, Texas<br>Crabb, Texas                                                                                                                                                              |

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|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|--------------------------|------------------|---------------------------|--------------------------------------------------------------|--------------------------|------------------------------------------------|
| CONTINUATION SHEET                                                                                                                              | AIA DO                                   | AIA DOCUMENT G703        |                  |                           |                                                              |                          | PAGE 2                                         |
| AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.                           | RTIFICATE FOR                            | PAYMENT, conta           | ining            |                           | APPLICATION NUMBER:                                          |                          | ABER: 2                                        |
| In tabulations below, amounts are stated to the nearest dollar.<br>Use Column I on Contracts where variable retainage for Iine items may apply. | he nearest dollar.<br>tainage for line i | tems may apply.          |                  |                           | PERIOD FROM: 1-1-86<br>TO: 2-4-86<br>ARCHITECT'S PROJECT NO: | OM: 1<br>TO: 2<br>TS PRO | NIC: 2-4-86<br>1-1-86<br>2-4-86<br>OJECT NO: 8 |
| > 8                                                                                                                                             | •<br>C                                   | ٥                        | E                |                           | G                                                            |                          | Ŧ                                              |
|                                                                                                                                                 |                                          |                          | WORK COMPLETED   |                           |                                                              |                          |                                                |
| No. DESCRIPTION OF WORK                                                                                                                         |                                          |                          | This Application | ication                   | AND STORED                                                   |                          | BALANCE                                        |
|                                                                                                                                                 |                                          | Previous<br>Applications | Work in Place    | d Materials<br>in D or E) | D+E+F                                                        | ÷                        |                                                |
| 1a Mobilization & Startin                                                                                                                       | 5 800                                    | п<br>2000                |                  |                           |                                                              |                          |                                                |
| Testing Lab                                                                                                                                     | 1,000                                    | 2, 800<br>400            | л I<br>.)<br>Э   |                           | 000<br>008, c                                                |                          | 000                                            |
|                                                                                                                                                 | 3,080                                    |                          |                  |                           |                                                              |                          |                                                |
|                                                                                                                                                 | 1,200                                    | -                        | ±,032            |                           | 1,032<br>640                                                 | л и<br>л и               | 1,448                                          |
| Drilled I                                                                                                                                       | 7,396                                    |                          | 7.396            |                           | 7 766<br>0 - 0                                               | 3 2                      |                                                |
|                                                                                                                                                 | 52,257                                   |                          | 27,591           | 2.105                     | 969-66<br>000 6                                              | л<br>7<br>7              | 22 261                                         |
| Masonry                                                                                                                                         | 12,000                                   |                          | •                |                           | -0-                                                          |                          | 12,000                                         |
| -                                                                                                                                               | 74,415                                   |                          |                  |                           |                                                              |                          | 74,415                                         |
|                                                                                                                                                 | 057,8                                    |                          |                  |                           |                                                              |                          | 8,150                                          |
| Carpentry                                                                                                                                       | 4,500                                    |                          |                  |                           |                                                              | ,                        | 4,500                                          |
| Sealant                                                                                                                                         | 1,500                                    |                          |                  |                           |                                                              |                          | 2002 L                                         |
| Insulation                                                                                                                                      | 6,000                                    |                          |                  |                           |                                                              |                          | 1,000                                          |
|                                                                                                                                                 | 1,300                                    |                          |                  |                           |                                                              |                          | 1.300                                          |
| Holl                                                                                                                                            | 4,795                                    |                          |                  |                           |                                                              |                          | 4.795                                          |
| 8B Wood Doors & Alum. Frames                                                                                                                    | 2,800                                    |                          |                  |                           |                                                              |                          | 2.800                                          |
| azi                                                                                                                                             | 2,300                                    | 1 <b></b>                |                  |                           |                                                              |                          | 2,300                                          |
| 8E Finish Hardware Allowance                                                                                                                    | 3,000                                    |                          |                  |                           |                                                              |                          | 3,000                                          |
| 8F Overhead Doors                                                                                                                               | 16,450                                   |                          |                  |                           |                                                              |                          | 16,350                                         |
| 9A,B Drywall & Acoustical Work                                                                                                                  | 13,371                                   |                          |                  |                           |                                                              |                          | 3.371                                          |
| Paint & Walloovering                                                                                                                            | 10,538                                   |                          |                  |                           |                                                              |                          | 10.538                                         |
| 9D,G                                                                                                                                            | 3,594                                    |                          |                  |                           |                                                              |                          | 3,594                                          |
| 9f Ceranic Tile                                                                                                                                 | •                                        |                          |                  |                           |                                                              |                          | 3,150                                          |
| 20                                                                                                                                              | 830                                      |                          |                  |                           |                                                              |                          |                                                |
| BCT                                                                                                                                             | 3,160                                    |                          |                  |                           |                                                              |                          | 3 160                                          |
| 10B                                                                                                                                             | 2,000                                    |                          |                  | ,                         |                                                              |                          | 2,000                                          |
| 108                                                                                                                                             | 500                                      |                          |                  |                           |                                                              |                          | 200                                            |
|                                                                                                                                                 | 700                                      |                          |                  |                           |                                                              |                          | 700                                            |
| Wire                                                                                                                                            | 1,900                                    | Ļ                        |                  |                           | <b>-</b>                                                     | Ļ                        | 006,1                                          |
|                                                                                                                                                 |                                          |                          |                  | •                         |                                                              |                          |                                                |

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WANHINGTON, D.C. 20000 

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AIA DOCUMENT G703

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In tabulations below, amounts are stated to the nearest dollar. Contractor's signed Certification is attached ATA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT. containing SHEET

Use Column 1 on Contracts where variable retainage for line items may apply. 17A 17B 17C 16A 15B 11C LIC MI MI MI NO. 2 Bonds & Insurance Premium Change Order No. 1 HVAC Plumbing Job Overhead Job Supervision Blinds Automotive Equipment Kitchen Equipment Fire Extinguishers Electrical DESCRIPTION OF WORK 5 d 500 700 26,350 18,050 18,950 32,756 5,860 55,947 452,600 n 3,400 5,849 5,860 21,309 Previous Applications J WORK COMPLETED . Work in Place 58,402 6,000 3,275 5,318 4,950 1,100 I m This Application Stored Materials חויו וח וי אר פו 1,200 TOTAL COMPLETED 7,200 6,675 11,167 5,860 1,100 -0-0 4,950 APPLICATION NUMBER: 2 PERIOD FROM: ARCHITECT'S PROJECT NO: 8504 ດ 100 34 34 ö .`• • 2-4-86 1-1-86 500 700 21,400 18,050 35,616 12,275 21,589 54,847 SALANCE C-C-0 I SETVICE 

AIA DOCUMENT G703 . CONTINUCTION DATET . APRIL PATE (DITION . MAY .

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3,305

83,016

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4,151

| đ., | ITEMS FOR COURT AGE | NDA FEBRUARY 10, 1986:                                                                                              |
|-----|---------------------|---------------------------------------------------------------------------------------------------------------------|
| ,   | •                   |                                                                                                                     |
|     | INVOICE             |                                                                                                                     |
|     | то:                 | FORT BEND COUNTY COMMISSIONERS COURT<br>Hon. Jodie Stavinoha, County Judge<br>P.O. Box 368<br>Richmond, Texas 77469 |
|     | FROM:               | CHRISTOPHER DI STEFANO & ASSOCIATES, INC.<br>2500 CityWest Blvd., Suite 2010<br>Houston, Texas 77042                |
|     | DATE :              | February 4, 1986                                                                                                    |
|     | - RE :              | <ol> <li>Payment Application #2 from Contractor</li> <li>Supervision fee on #2 from Architect</li> </ol>            |

**PROJECT:** 

# ervision fee on #2 from Architect

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

22.

cc: Commissioner Pct. 1 County Treasurer

| CHANGE<br>ORDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Distributi<br>OWNER<br>ARCHITE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ្រា                                                                                                                                                                                                                   |                                                    |                                                                                                                               | 2            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|--------------|
| AIA DOCUMENT G701                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | CONTRA<br>Field<br>Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       |                                                    |                                                                                                                               |              |
| PROJECT: LAW ENFORC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | EMENT ACADEMY<br>nd, Texas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                       | GE ORDER NUM                                       | BER: ONE (1)                                                                                                                  | 00;          |
| O (Contractor):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                       |                                                    |                                                                                                                               |              |
| 8234                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | MARTON COMPANY, IN<br>Braniff<br>ton, Texas 77061                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | C. CONT                                                                                                                                                                                                               |                                                    | struction                                                                                                                     |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | CONT                                                                                                                                                                                                                  | RACT DATE: 10/                                     | 18/85                                                                                                                         | •            |
| You are directed to make                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | the following changes i                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | n this Contract:                                                                                                                                                                                                      |                                                    | <b>*</b> ***                                                                                                                  |              |
| 1. HL&P Power p                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ole                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ADD:                                                                                                                                                                                                                  |                                                    | \$ 685.00                                                                                                                     |              |
| 2.) Labor and mat                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | terials for concre                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | te sidewalk                                                                                                                                                                                                           | -ADD:                                              | 735.00 d                                                                                                                      | elete        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | TOTAL (                                                                                                                                                                                                               | CHANGE :                                           | \$1,420.00                                                                                                                    |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                       |                                                    |                                                                                                                               |              |
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| Signature of the Contractor ind                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | licates his agreement herews                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                       |                                                    |                                                                                                                               |              |
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| Signature of the Contractor ind<br>The original (Contract Sum)<br>Net change by previously at<br>The (Contract Sum) (Guiadin<br>The (Contract Sum) (Guiadin<br>by this Change Order<br>The new (Contract Sum) (Gui<br>The Contract Time will be (<br>The Contract Time will be (<br>The Date of Substantial Cor<br>Chris DiStefano & As<br>ARCHITECT<br>2500 CityWest #2010<br>Address<br>Houston, Texas 7704<br>BY Chris Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | licates his agreement herewi<br>(CRONKRONSCONDENSING AND<br>AND AND AND AND AND AND AND AND AND AND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | r to this Change Order<br>to this Change Order<br>to this Change Order<br>including this Change<br>nchanged) by<br>this Change Order the<br>Marton Co., Inc.<br>ACTOR<br>4 Braniff<br>ston, Texas 7706                | r was                                              | 5 170,550<br>-O-<br>5 170,550<br>5 1,420<br>5 171,970<br>(<br>prized:<br>nty of Fort Be<br>R<br>Box 368<br>55                 | end          |
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P9.4

BID ITEM: Three (3) Trucks, Dump, 12-14 Yard w/trade-in

BID NUMBER: 86-7

#### VENDORS NOTIFIED BY LETTER

# 2.6

| 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             |              |
| CEORGE 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                     | × luss loone |
| MCMILLAN FORD<br>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.              | NOBID        |
| WHITE FONT-CAD-CMC              | -            |
| Laurence Marshall               |              |

#26 2 UU**6**93

BID ITEM: One (1) Truck, Pickup, 1 Ton Capacity BID NUMBER: 86-9

#### VENDORS NOTIFIED BY LETTER

COMPANY SUBMITTED  $\checkmark$ 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. 1 WHITE PONT-CAD-GMC

Laurence Marshall

#### 0030

- B) HELFMAN 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) HELFMAN 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 GWW, 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. EVEREIT

#### Open bids for annual contract for library books:

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

- A) BAKER AND TAYLOR
- B) BRODARI' 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.

+ 98695

BID ITEM: Four (4) Trucks, Pickup, 1/2 Ton Capacity BID NUMBER: 86-10

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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 annence Marshall Jack Reach To

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BID ITEM: One (1) Truck, Cab & Chassis, 28,000 GVW 30 day delivery BID NUMBER: 86-11 OO30

#26

VENDORS NOTIFIED BY LETTER

| COMPANY                         | SUBMITTED |
|---------------------------------|-----------|
| A.C. COLLINS FORD               | plo BID   |
| 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.    | $-\rho$   |
| MACK TRUCKS                     | Mus Moore |
| MCMILLAN FORD<br>Mort Hall Ford | <br>      |
| 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.              | NOBID     |
| WHITE PONT-CAD-GMC              | •         |
| Laurence Marshall               |           |

JAC

BID ITEM: One (1) Asphalt Distributor. BID NUMBER: 86-12

VENDORS NOTIFIED BY LETTER

0030

SUBMITTED COMPANY BADO EQUIPMENT BOETTCHER-HLAVNIKA BRAZOS EQUIPMENT SALES CASE POWER AND EQUIPMENT (HOUSTON) P.SC. nelin CASE POWER AND EQUIPMENT (ROSENBERG) 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. RCKED UP 22,900 HI-WAY EQUIPMENT CO. HOUSTON TRACTOR EQUIPMENT HYCO EQUIPMENT CO. INGERSOLL-RAND MCDONALD EQUIPMENT MUSTANG TRACTOR AND EQUIPMENT NICKELL DISTRIBUTORS PLAINS MACHINERY R. B. EVERETT RIG AND CRANE S & N POWER PRODUCTS SOUTH TEXAS EQUIPMENT CO. TOM FAIRY WACKER CORP. WAUKESHA-PEARCE INDUSTRIES WORLD WIDE WELDING AND PRESS, INC.

# 0030

BID ITEM: ANNUAL CONTRACT FOR LIBRARY BOOKS

BID NUMBER: 86-13

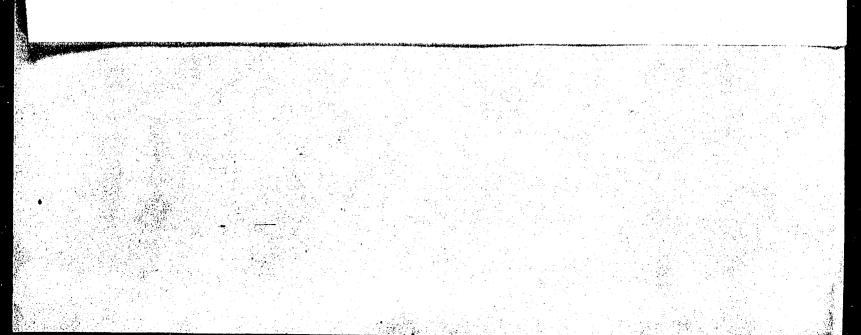
## VENDORS NOTIFIED BY LETTER

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.

- $\sim$  X. Approve minutes of meeting of February 10, 1986.
  - 2. Approve changes in depository pledge contracts.
  - 3. Approve line item transfers in budgets.

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- 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.
- $\mathcal{X}$ . 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.
- S. 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.
- 12. 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. <u>1:30 p.m.</u> 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
- Approve bills.
   Adjournment.

ALST. odie E. Stavinoha, County Judge

TIME 3:05 P.M.

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County Ularia, FOR LOR 1 30., 1

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 0.5 Survey

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#### 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.
- Authorize advertising for bids for excavation on Rabbs Bayou & 2. Flat Bank Creek.
- Authorize advertising for bids on McCrary Rd. Bridge on Jones 3. Creek in Precinct 3.
- Discuss petition from landowners on FM-360. 4.
- 5. Adjournment.

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FILED FOR RECORD TIME 3:05 PM FEB 13 1985

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County Clark, For Dand Co., Tex.

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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 <u>3:/Sp.m.</u> by

### 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:

WALK THROUGH FORT BEND COUNTY LAW ENFORCEMENT ACADEMY.

FEB14 1986

Tites

County Clerk, Fort Bend Co., Tex.

odie 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 <u>Hisop.M</u>, by

### 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 // 40 A.M.

FEB 17 1986

. Todal County Clerk, Fort Bend Co., Tex.

du E. Mar Stavinoha, County Judge Ε.

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 <u>11: KSa.m.</u> by <u>Faudry</u>.

#### REGULAR SESSION

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:

- 7

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 CONFRACTS:

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 |               |
| WITH TONTE Contracts          | $\mathcal{A}$ |
| MITH 1000 Contal Rection      |               |
| Nerease 4                     |               |
| Receipt #                     |               |
|                               |               |
| Due Date                      |               |

FORT BEND COUNTY CHANGES IN DEPOSITORY PLEDGES CONTRACTS WITH OSE OBERG B = TRelease \$ 500,000,00, U. 5. TAGAD. Receipt # 514266 Due Date 2/15/86

FORT BEND COUNTY CHANGES IN DEPOSITORY PLEDGES

| WITH Rosenberg BET       |
|--------------------------|
| Pleclar \$ 150,000       |
| Sanantonio Intel airport |
| Receipt # <u>647848</u>  |
| Due Date _ 7/187         |

FORT BEND COUNTY CHANGES IN DEPOSITORY PLEDGES CONTRACTS WITH ROdenberg BET Pledge Receipt # 668956 Due Date 11/2002

FORT BEND COUNTY CHANGES IN DEPOSITORY PLEDGES CONTRACTS WITH LOXAS Papital Kichmind Pledged \$ 300,000,00, Colo. Kiver mun Water Receipt # 196555AW6 Due Date <u>3-1-91</u>

| FORT BEND COUNTY              |
|-------------------------------|
| CHANGES IN DEPOSITORY PLEDGES |
| CONTRACTS                     |
| WITH Lexus Cupital Kinhmond   |
| Pledged \$ 400,000.00         |
| Bevar Co. Ht. Dev.            |
| Receipt # 088354AT2           |
| Due Date <u>11-01-90</u>      |

| FORT BEND COUNTY              |
|-------------------------------|
| CHANGES IN DEPOSITORY PLEDGES |
| CONTRACTS                     |
| WITH Texas Cupital Kichnen    |
| Pledged \$ 300,000.00         |
| City of Conroe.               |
| Receipt # $208399EA9$         |
| Due Date <u>3-01-92</u>       |

FORT BEND COUNTY CHANGES IN DEPOSITORY PLEDGES

WITH 10 Pledged \$ 300,000.00, U.S. TReas Receipt # 602593 Due Date 2

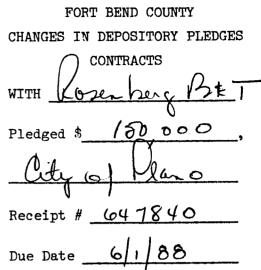
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| FORT BEND COUNTY                                      |
|-------------------------------------------------------|
| CHANGES IN DEPOSITORY PLEDGES                         |
| CONTRACTS                                             |
| WITH Kosenberg B&T<br>Pledge<br>Resease \$ 100,000,   |
| Pledge                                                |
| $\frac{\text{Release } \frac{100,000}{100}}{100,000}$ |
| Dallas Co. Nospt                                      |
| Receipt # 647833                                      |
| Due Date _ 3/1/97                                     |

FORT BEND COUNTY CHANGES IN DEPOSITORY PLEDGES CONTRACTS WITH Core buy Bt T Pledge Retease \$ 100,000, Junes ISD Receipt # 647835 Due Date 8/1/93

| FORT BEND COUNTY                                   |
|----------------------------------------------------|
| CHANGES IN DEPOSITORY PLEDGES                      |
| CONTRACTS                                          |
| WITH Rosenberg B&T<br>Pledge<br>Release \$ 100,000 |
| Pledge                                             |
| Release \$ 100,000                                 |
| Granpon Co.                                        |
| · U                                                |
| Receipt # <u>647837</u>                            |
| Due Date 7/1/96                                    |

FORT BEND COUNTY CHANGES IN DEPOSITORY PLEDGES CONTRACTS WITH <u>Kosenbuy</u> Bt Pledge Release \$ 200,000 Dorthside ISD, Receipt # 647839 Due Date <u>8/1/92</u>



| FORT BEND COUNTY              |
|-------------------------------|
| CHANGES IN DEPOSITORY PLEDGES |
| CONTRACTS                     |
| WITH Kozenhers B+T            |
| Pledged \$ /00,000            |
| City of Rosenbergs            |
| Receipt # 647842              |
| Due Date 3190                 |

| FORT BEND COUNTY              |
|-------------------------------|
| CHANGES IN DEPOSITORY PLEDGES |
| CONTRACTS                     |
| WITH Kozenhez BEJ             |
| Pledged \$ 100,000            |
| City of San antonio           |
| Receipt # $641844$            |
| Due Date 12/18/91             |

| FORT BEND COUNTY              |
|-------------------------------|
| CHANGES IN DEPOSITORY PLEDGES |
| O CONTRACTS                   |
| WITH Kosenberg B&T            |
| Pledged \$ 100,000,           |
| Sen antonio Elec + (gas)      |
| Receipt # 2445 647846         |
| Due Date 2/195                |
| •                             |

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 PADIOS (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 SIMONION (Road maintenance & improvements) CITY OF FULSHEAR (Road maintenance & improvements) CITY OF ORCHARD (Road maintenance & improvements)

> > -2-

## **Travel Authorization**

## TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County

accompanied by the following persons: dse Period: Date of Departure. Date of Return Purpose of Trip: b las College Fation Places to be Visited: Mode of Transportation (State whether by personal Cur auto, airline, etc.)\_ Name lŨ Approved: Commissioners' Court County Judge Date

WHITE COPY-Commissioners Court Copy

CANARY COPY-Trasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

## **Travel Authorization**

# TO: COMMISSIONERS' COURT

00308

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

|   | Period: Date of Departure Teb 25                |         |
|---|-------------------------------------------------|---------|
|   | Date of Return Jet - 27                         | _       |
|   | Purpose of Trip: Ommission + Judge Series       | <br>يما |
|   | Places to be Visited: College Station           | <br>    |
| - | Mode of Transportation                          |         |
|   | (State whether by personal auto, airline, etc.) | _       |
|   | - Sol Jutt                                      |         |
|   | 2/14/9C                                         |         |
| _ | Dete Title                                      | _       |
| * | * * * * * * * * * * * * * * * * * * * *         | *       |
| A | Approved: Commissioners' Court                  |         |
|   | County Judge Date                               |         |

## **Travel Authorization**

## TO: COMMISSIONERS' COURT

, ،

'Y'n

I hereby request authority to make an official trip outside Fort Bend County

| Joyce E. Danc                                                                                                                                                                                                                                                                                                                                                                | er                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                              |                                            |
| Period:                                                                                                                                                                                                                                                                                                                                                                      | Date of DepartureMarch 10,1986             |
|                                                                                                                                                                                                                                                                                                                                                                              | Date of Return March 11, 1986              |
| Purpose of Trip:                                                                                                                                                                                                                                                                                                                                                             | to attend Advanced Course for Professional |
| Secretary in Cr                                                                                                                                                                                                                                                                                                                                                              | iminal Justice                             |
| Places to be Visited                                                                                                                                                                                                                                                                                                                                                         | d: <u>Huntsville, TX</u>                   |
| Mode of Transporta<br>(State whether by p<br>auto, airline, etc.)                                                                                                                                                                                                                                                                                                            |                                            |
| ,,, <b>-</b> , <b>-</b> | USM                                        |
| 2-10-86<br>Date                                                                                                                                                                                                                                                                                                                                                              | Crin Hist Atty.                            |
| * * * * * * * *                                                                                                                                                                                                                                                                                                                                                              | * * * * * * * * * * * * * * * * *          |
| Approved: Commissione                                                                                                                                                                                                                                                                                                                                                        | rs' Court                                  |
| County Judg                                                                                                                                                                                                                                                                                                                                                                  | e Date                                     |

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

. . .

GOLDENROD COPY-Department Copy

WHITE COPY-Com

COUNTY OF FORT BEND

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epartment Copy

## **Travel Authorization**

## TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County

|                                |                                             | <u></u>                       |                                        |         |
|--------------------------------|---------------------------------------------|-------------------------------|----------------------------------------|---------|
|                                |                                             |                               |                                        | 4       |
| Period:                        | · · · · · · · · · · · · · · · · · · ·       | Date of Departur              | reMay 3, 1986                          |         |
|                                |                                             | Date of Return                | May 8, 1986                            |         |
| Purpos                         | e of Trip:                                  |                               | minar on Trial Ad                      | vocacy  |
| Places                         | to be Visit                                 | ed:Philadel                   | phia, PA                               |         |
|                                | of Transpo<br>whether by<br>irline, etc.)   | tation<br>personal<br>airline | 11890                                  |         |
| -                              | 76                                          | C                             | rin. Airt.                             | AHJ.    |
| 2-10                           | Date                                        |                               | Title                                  |         |
| 2-10<br>* * * *<br>Approved: ( | Date<br>* * * * *<br>Commissio              | * * * * * * * * *             | Title<br>* * * * * * * * *             | * * * * |
| 2-10<br>* * * *<br>Approved: ( | Date<br>* * * * *<br>Commissio<br>County Ju |                               | Title<br>* * * * * * * * * *<br>Date   | * * * * |
| 2-10<br>* * * *<br>Approved: ( |                                             |                               | Title<br>* * * * * * * * * * *<br>Date | * * * * |

penls available #0701 00711

## **Travel Authorization**

#### TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following\_persons: Scinne Wilson & 2 Clerks 3-18-86 Period: Date of Departure\_\_ 3-20-86 Date of Return District Clark County **Purpose of Trip:** ion Places to be Visited: Mode of Transportation (State whether by personal Jeanne Hilson Name Wortes Clerk auto, airline, etc.) \_\_\_\_\_

2-11-86 Data

Approved: Commissioners' Court

County Judge

<u>2-17-86</u> <sub>Date</sub>

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

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### 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                                                                      |
|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| Purpose of Trip:                                              | Date of Return <u>Mar. 20, 1986</u><br><u>Area County &amp; District Clerks Meetir</u><br>(Budgeted) |
| Places to be Visit                                            | ed: <u>College Station, Texas</u>                                                                    |
| Mode of Transpor<br>(State whether by<br>auto, airline, etc.) | personal                                                                                             |
| 1-31-86<br>Date                                               | <u>District Clerk</u><br>Title                                                                       |
| roved: Commission                                             | * * * * * * * * * * * * * * * * * * *                                                                |
|                                                               |                                                                                                      |

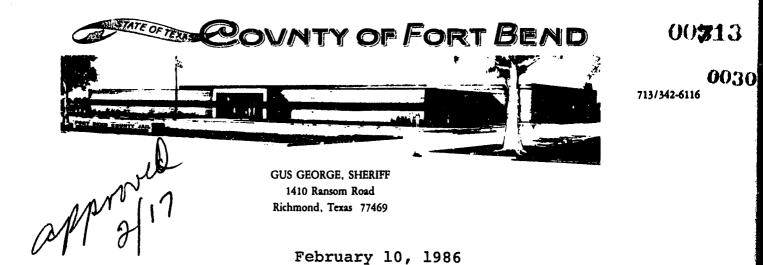
WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Dien

PINK COPY-Attach to Travel Expense

ورفاصيد ومعتقا الورجاني الالواد فالماد

GOLDENROD COPY-Department Copy



Monorable 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.

Sincerel Gus George Sheriff

GG/jj enclosure

cc: Mrs. Joyce Tompkins

Mr. John Hammett

# **, 0071**4

## SPECIFICATIONS:

SHOCK & VIBRATION:

**PROGRAMMING:** 

FREQUENCY RANGE:

AUDIO OUTPUT:

FREQUENCY SEPARATION

CHANNEL CAPACITY:

CONSTRUCTION:

FREQUENCY RANGE:

RATED POWER OUTPUT:

FREQUENCY SEPARATION: (Full Performance)

SCAN:

PRIORITY:

Meets EIA and U.S. Forest Service Specifications

Externally programmable using Universal Radio Programmer

150-174 MHz

3W at 5% Dist.

24 MHz

16

Die-cast aluminum frame, fiberglassopoxy printed circuit boards

150-174 MHz

40 watts

24 MHz

May add and delete channels from front panel control

Fixed or selectable from front channel panel control

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#### 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 S S COUNTY OF FORT BEND S

4.

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: • -

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1.

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 for 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, 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, 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 STRUCTURES, FOM STREAMS OR RIVERS INSIDE OR ADJACENT TO THE DISTRICT WHICH MAY AFFECT LAND WITHIN THE DISTRICT, AND STRAIGHTENING

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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: Board of Directors

ATTEST:

Vice Chairman, Board of Directo s

(SEAL)

AFFILIATED CAPITAL CORPORATION, a Delaware Corporation

By: VILL-PRESIONAT Its:

TG16.FB7/01

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### 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 determing: (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 property 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

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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:

<u>Section 1</u>: 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, MAINTAINING, CARRYING OUT, REPAIRING, IMPROVING, ADDING TO AND REBUILDING, ALL WORKS, IMPROVEMENTS. FACTLETING PROTECTING, MODIFYING, 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 REJOLUTIONS AUTHORIZING ISSUANCE OF SUCH BONDS, ALL AS NOW OR HEREAFTER AUTHORIZED BY THE CONSTITUTION AND LANC OF THE STATE OF TEXAS?

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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<br>AGAINST              | THE ISSUANCE OF BONDS AND THE LEVY OF<br>TAXES TO PAY FOR THE BONDS.   |
|---|---|-----------------------------|------------------------------------------------------------------------|
|   |   | EN FAVOR DE<br>EN CONTRA DE | LA EMISION DE BONOS Y EL GRAVAMEN DE<br>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

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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.

<u>Section 6</u>: 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, ir accordance with thè 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.

Judge Marinothe ounty

ATTEST:

Dianne Wilson County Clerk of the Commissioners Court of Fort Bend County, Texas

(COMM. CT. SEAL)

#### 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 \$ S 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:

The District was created by the Commissioners' Court of Fort Bend County, Texas, by order dated August 6, 1984.

II.

I.

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"

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, MODIFYING, REPAIRING, IMPROVING, ADDING TO AND REBULLDING, 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, RECLAMATION PLAN FOR DRAINING LAND

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: Board of Directors

ATTEST:

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Vice Chairman, Board of Directors

(SEAL)

AFFILIATED CAPITAL CORPORATION, a Delaware Corporation

By: 142-PRESIONST Its:

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| COUNTY | OF   | FORT  | BEND | S |

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.

WITHNESS MY HAND AND THE SEAL OF THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, this <u>17</u> day of <u>February</u>, 1986.

By:

DIANNE WILSON County Clerk and Ex-Officio Clerk of the Commissioners' Court of Fort Bend County, Texas

(SEAL)

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## 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:

- 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.
- 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.

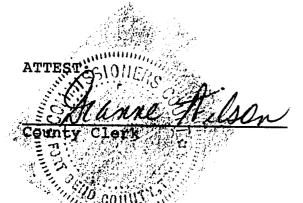
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- 7. It is expressly understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice.
- 8. It is expressly understood and agreed that this agreement automatically terminates on the 31st day of December, 198 6, 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  $2/\frac{st}{d}$  day of ( 1986. anuan City of Simonton, Texas

17 day of Jehrmany \_, 198<u>6</u>\_. SIGNED this

County of Fort Bend

Stavenoth E. Junty Judge



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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:

- 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.

27 day of JANUAR , 198<u>6</u>. SIGNED this \_\_\_\_ With the state of City of Fulshear, Texas 5+14 UU KAUCES ( Mayor Ro-Tam TTEST: Sity Secretary SIGNED this \_17 day of February 198<u>6</u>. County of Fort Bend Cavinska County Judge ATTEST County Clerk . "D COUNT D COUNT

### 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.

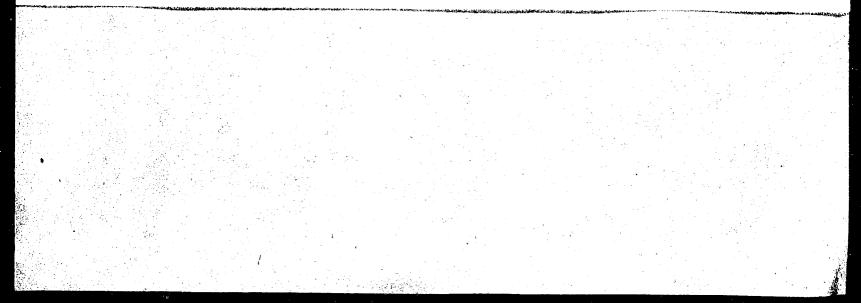
NOW, THEREFORE, the County and City mutually agree as follows:

- 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:

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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.

Annual SIGNED this 15th day of JANUARY, 1986. 10 190 190 City of Orchard, Texas City Secretary SIGNED this 17 day of february 1986. County of Fort Bend Havinohu 1 E County Judge ATTEST: Count

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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. TRANS-MITTER, BEIWEEN MAX EOWEN RENTALS INC. AND FORT BEND COUNTY :

Postponed

13. ACCEPT ROADS IN MISSION GLEN, SECTION 1 INTO THE COUNTY ROAD MAIN-TENANCE 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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Dy th                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                         | (                                                                                                                                                                           | Co. Che                                                                                            | ekou737                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------------------|
| <b>ARCHITECT'S CERTIFICATE FOR PA</b><br>In accordance with the Contract Documents, based on on-site obser-<br>vations and the data comprising the above application, the Architect<br>certifies to the Owner that the Work has progressed to the point<br>indicated; that to the best of his knowledge, information and belief,<br>the quality of the Work is in accordance with the Contract Docu-<br>ments; and that the Contractor is entitled to payment of the AMOUNT<br>CERTIFIED. | The undersigned Contractor certifies that to the best of his knowledge,<br>information and belief the Work covered by this Application for<br>Payment has been completed in accordance with the Contract Docu-<br>ments, that all amounts have been paid by him for Work for which<br>previous Certificates for Payment were issued and payments received<br>from the Owner, and that current payment shown herein is now due.<br>CONTRACTOR: WARRIOR CONSTRUCTORS, INC.<br>By: | Approved this Month         Number       Date Approved         Image Date Approved       59,081.96         TOTALS       889,425.00       59,081.96         Net change by Change Orders       830,343.00 | CONTRACTOR'S APPLICATION FORCHANGE ORDER SUMMARYChange Orders approved<br>in previous months by<br>OwnerADDITIONS<br>OwnerTOTAL889,425.0059,081.96                          |                                                                                                    | APPLICATION AND CERTIFICATE I |
| PAYMENT<br>bser-<br>point<br>point<br>elief,<br>ocu-<br>uNT                                                                                                                                                                                                                                                                                                                                                                                                                               | BARBARA JEAN<br>Notary Public, Texas, s<br>My Commission Expires Se                                                                                                                                                                                                                                                                                                                                                                                                             | itate at Large                                                                                                                                                                                          | РАҮМ                                                                                                                                                                        | CONTRACT FOR:<br>Fort Bend County<br>1001 Golfview<br>Richmond, Texas                              | FOR PAYMENT                   |
| from the amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | LESS PREVIOUS CERTIFICATES FOR PAYMENT                                                                                                                                                                                                                                                                                                                                                                                                                                          | CONTRACT SUM TO DATE                                                                                                                                                                                    | tion is made for Payment, as shown below, in Jutie Jation Sheet, AIA Document G703, is attached. sent status of the account for this Contract is as IAL CONTRACT SUM[.GMS.] | Texas PERIOD FROM:<br>Texas PERIOD FROM:<br>TO:<br>ARCHITECT'S<br>ARCHITECT'S<br>PROJECT NO: 82105 | AIA DOCUMENT GZ               |
| amount applied for.)<br>- Date: FZA.4, MJG<br>IFIED is payable only to the Contractor<br>payment are without prejudice to any                                                                                                                                                                                                                                                                                                                                                             | 5,264,199.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 6 6                                                                                                                                                                                                     | 20, 1983<br>connection with the Contract<br>follows:<br>. <u>5</u> 5, 965, 065, 00<br>. <u>5</u> 830, 343, 00                                                               |                                                                                                    | PAGE ONE OF PAGE              |

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|                   | Testing Lab           |           | BP-18 Electrical | BP-17<br>BP-18 | BP-16<br>BP-17<br>BP-18        |         | BP-14<br>BP-15<br>BP-16<br>BP-17<br>BP-18 | BP-13<br>BP-14<br>BP-15<br>BP-16<br>BP-17<br>BP-18 | BP-12<br>BP-13<br>BP-14<br>BP-15<br>BP-16<br>BP-17<br>BP-18 | BP-12<br>BP-12<br>BP-13<br>BP-14<br>BP-15<br>BP-15<br>BP-16<br>BP-17 | BP-10<br>BP-11<br>BP-12<br>BP-13<br>BP-13<br>BP-14<br>BP-15<br>BP-16<br>BP-17 | BP-9<br>BP-10<br>BP-11<br>BP-12<br>BP-12<br>BP-13<br>BP-13<br>BP-15<br>BP-15<br>BP-17                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     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|                   | Testing Lab Allowance | lectrical |                  | 'l umbing      | Heat.,Vent., & A/C<br>Plumbing | nt.,    | n s<br>t.                                 | ent.,                                              | or al                                                       | or al                                                                | or al                                                                         | or in the last of | cal                                                                                                               | ··w/Alt.<br>cal<br>cs<br>cs<br>ent., & Α                                                              | ion<br>••w/Alt.<br>cal<br>cal<br>cs<br>cal                                                             | ion<br>ion<br>w/Alt.<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>cal<br>B<br>C<br>C<br>C<br>C<br>C<br>C<br>C<br>C<br>C<br>C<br>C<br>C<br>C<br>C<br>C<br>C<br>C<br>C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Interiors<br>Architectural Woodwor<br>Insulation<br>Noofing<br>lazing.w/Alt. #1<br>laster<br>)rywall<br>plaster<br>)rywall<br>[ile<br>Cile<br>Coustical<br>File<br>Ncoustical<br>Sainting<br>Painting<br>Painting<br>Elevators<br>Elevators<br>ieat.,Vent., & A/C | Precast & Granite<br>Interiors<br>Architectural Woodwor<br>Insulation<br>Roofing<br>Glazing.w/Alt. #1<br>Glazing.w/Alt. #1<br>Plaster<br>Drywall<br>Plaster<br>Drywall<br>Flooring<br>Flooring<br>Painting<br>Elevators<br>Elevators<br>Heat.,Vent., & A/C | Structural<br>Precast & Granice<br>Interiors<br>Architectural Woodwor<br>Insulation<br>Roofing<br>Glazing.w/Alt. #1<br>Glazing.w/Alt. #1<br>Glazing.w/Alt. #1<br>Plaster<br>Drywall<br>Plaster<br>Drywall<br>File<br>File<br>Painting<br>Painting<br>Elevators<br>Elevators<br>Heat., Vent., & A/C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  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Sitework<br>Structural<br>Precast & Granite<br>Interiors<br>Architectural Woodwor<br>Insulation<br>Roofing<br>3lazing/Alt. #1<br>3lazing/Alt. #1<br>3laster<br>Drywall<br>2laster<br>Drywall<br>flooring<br>Painting<br>2ainting<br>Elevators<br>Elevators<br>ieat.,Vent., & A/C | Sitework<br>Structural<br>Precast & Granite<br>Interiors<br>Architectural Woodwor<br>Insulation<br>Roofing<br>Jazing/Alt. #1<br>Jazing/Alt. #1<br>Plaster<br>Drywall<br>Plaster<br>Cile<br>Cile<br>Sievators<br>Sievators<br>Sievators<br>Heat., Vent., & A/C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Sitework<br>Structural<br>Precast & Granite<br>Interiors<br>Architectural Woodwor<br>Insulation<br>Soofing<br>Jazing/Alt. #1<br>Plaster<br>Drywall<br>Plaster<br>Drywall<br>Flooring<br>Painting<br>Painting<br>Elevators<br>ieat., Vent., & A/C                                                                                                                                                                                                                                                                                                                                                                                                                                                                          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Granite<br>Interiors<br>Architectural Woodwor<br>Insulation<br>Roofing<br>Glazing/Alt. #1<br>Plaster<br>Drywall<br>Flacoustical<br>Flooring<br>Painting<br>Elevators<br>Elevators<br>Heat., Vent., & A/C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 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                                                 | B<br>DESCRIPTION OF WORK<br>Structural<br>Precast & Granice<br>Interiors<br>Architectural Woodwor<br>Insulation<br>Roofing<br>31azing.w/Alt. #1<br>91aster<br>Drywall<br>Flooring<br>Paintical<br>Flooring<br>Painting<br>Elevators<br>ieat.,Vent., & A/C<br>Plumbing                                                                                                                                                                                                                                                                                                                                                                                                   | In readulations below, amounts are stated to the nearest dollar.           In readulations below, amounts are stated to the nearest dollar.           Vise Column I on Contracts where variable retainage for line items may apply.           A         B         C         D           ITEM         DESCRIPTION OF WORK         SCHEDULED         Previous           No.         DESCRIPTION OF WORK         SCHEDULED         Previous           BP-1         Sitework         Granite         997,843         994,109           BP-2         Structural         1,414,129         1,414,129         1,414,129           BP-3         Precast & Granite         997,843         994,109           BP-4         Interiors         450,880         445,097           BP-5         Architectural Woodwork         169,000         17,710           BP-6         Insulation         27,000         27,000         27,000           BP-7         Roofing         133,800         133,800         133,800           BP-8         Glazing···/Alt #1         58,390         182,995         162,995           BP-10         Drywall         32,820         32,820         32,820           BP-11         Flooring         37,076         33,368                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | AIA Document C702. APPLICATION AND CERTIFICATE FOR<br>Contractor's signed Certification is attached.<br>In tabulations below, amounts are stated to the nearest dollar<br>Use Column I on Contracts where variable retainage for line it<br>Use Column I on Contracts where variable retainage for line it<br>Use Column I on Contracts where variable retainage for line it<br>Use Column I on Contracts where variable retainage for line it<br>Use Column I on Contracts where variable retainage for line it<br>Use Column I on Contracts where variable retainage for line it<br>Use Column I on Contracts where variable retainage for line it<br>Use Column I on Contracts where variable retainage for line it<br>Use Column I on Contracts where variable retainage for line it<br>Use Column I on Contracts where variable retainage for line it<br>No. Report Structural Voodwork SCHEDULED<br>Interiors Acon 10, 27,000<br>BP-5 Architectural Woodwork 169,000<br>BP-6 Insulation 133,800<br>BP-6 Drywall 5<br>BP-10 Drywall 141, 51<br>BP-11 Tile 16, 2995<br>BP-12 Acoustical 162,995<br>BP-13 Flooring 104,204<br>BP-14 Painting 164,930<br>BP-15 Elevators A/C 111,802<br>BP-16 Heat., Vent., & A/C 468,428<br>BP-17 Plumbing 145,695 | CONTINUATION SHEET     AIA DOCUMENT C703       AIA Document C702. APPLICATION AND CERTIFICATE FOR PAYMENT, containing<br>Contractor's signed Certification is attached.     INDECRIFICATE FOR PAYMENT, containing<br>Contractor's signed Certification is attached.       In tabulations below, amounts are stated to the nearest dollar.     Interest dollar.       Use Column I on Contracts where variable retainage for line items may apply.     Interest dollar.       No.     Interview     Schepule       No.     Strework     394,325     391,786       BP-1     Sitework     Schepule     Interview       No.     DESCRIPTION OF WORK     Schepule     Interview       No.     Structural     1,414,129     1,414,129       BP-2     Structural     1414,129     1,414,129       BP-3     Preconst     6 Granite     997,843       BP-4     Interiors     450,880     445,097       BP-5     Architecturol Woodwork     167,310     133,800       BP-6     Insulation     133,800     133,800       BP-7     Roofing     162,995     162,995       BP-8     Glazing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                   | -                     |           | ×ا ا             |                | & A/C                          | & A/C   | & A/C                                     | & A/C                                              | & A/C                                                       | & A/C                                                                | & A/C                                                                         | & A/C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Lt. #1                                                                                                            | 1t. #1<br>& A/C                                                                                       | لt. #1<br>A/C                                                                                          | Woodwork<br>⊥t. #1<br>& A/C                                                                                                                                                            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retainage<br>ramite Sche<br>Woodwork 1,4:<br>Ult. #1 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| LICATION AND CERTIFIC<br>cation is attached.<br>s where variable retainage<br>s where variable retainage<br>ramite 39<br>Voodwork 1,4<br>Voodwork 1,4<br>Lt. #1 65<br>Lt. #1 65<br>Lt. #1 65<br>Lt                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | LICATION AND CERTIFIC<br>cation is attached.<br>unts are stated to the near<br>s where variable retainage<br>s where variable retainage<br>of work 1,4<br>Woodwork 1,4<br>HLt. #1 68<br>LLt. #1 68<br>LLt. #1 68<br>LLt. #1 10<br>LLt. |
| 472,371<br>20_373 | 472,371               |           | 145,695          | 468,428        |                                | 111,802 | 37,076<br>111,802                         | 164,930<br>37,076<br>111,802                       | 104,204<br>164,930<br>37,076<br>111,802                     | 32,820<br>104,204<br>164,930<br>37,076<br>111,802                    | 1 <i>62</i> ,995<br>32,820<br>104,204<br>164,930<br>37,076<br>111,802         | 98,390<br>162,995<br>32,820<br>104,204<br>164,930<br>37,076<br>111,802                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    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450,880<br>169,000<br>133,800<br>688,176<br>98,390<br>162,995<br>32,820<br>104,204<br>164,930<br>37,076<br>111,802                                                                                                                                                | 997,843<br>450,880<br>169,000<br>133,800<br>688,176<br>98,390<br>162,995<br>32,820<br>104,204<br>164,930<br>37,076                                                                                                                                         | 1,414,129<br>997,843<br>450,880<br>169,000<br>27,000<br>133,800<br>688,176<br>98,390<br>162,995<br>32,820<br>104,204<br>164,930<br>37,076<br>111,802                                                                                                                                                                                                                                                                                                                                                    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                                                                                                                                                                                                                                                                                                            | SCHEDULED<br>VALUE<br>394,325<br>1,414,129<br>997,843<br>450,880<br>169,000<br>133,800<br>688,176<br>98,390<br>162,995<br>32,820<br>104,204<br>164,930<br>37,076<br>111,802                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | c<br>scheduled<br>value<br>394,325<br>1,414,129<br>997,843<br>450,880<br>169,000<br>133,800<br>688,176<br>98,390<br>162,995<br>32,820<br>104,204<br>164,930<br>37,076<br>111,802                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               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                                                           | e nearest dollar.<br>unage for line ite<br>SCHEDULED<br>997,843<br>450,880<br>1,414,129<br>997,843<br>450,880<br>169,000<br>27,000<br>169,000<br>169,000<br>169,000<br>162,995<br>32,820<br>104,204<br>164,930<br>37,076<br>111,802                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | e nearest dollar.<br>unage for line ite<br>SCHEDULED<br>VALUE<br>997,843<br>450,880<br>169,000<br>133,800<br>688,176<br>98,390<br>162,995<br>32,820<br>104,204<br>164,930<br>37,076<br>111,802                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | AIA DOC<br>TIFFICATE FOR P<br>e nearest dollar.<br>schippuled<br>SCHEDULED<br>VALUE<br>997,843<br>450,880<br>169,000<br>169,000<br>169,000<br>169,000<br>162,995<br>32,820<br>162,995<br>32,820<br>104,204<br>164,930<br>37,076<br>111,802                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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| 463,486<br>20_373 | 463,486               |           | 145,695          | 468,428        | 200,111                        | 11 000  | 33,368                                    | 164,930<br>33,368                                  | 103,162<br>164,930<br>33,368                                | 32,820<br>103,162<br>164,930<br>33,368                               | 162,995<br>32,820<br>103,162<br>164,930<br>33,368                             | 98,390<br>162,995<br>32,820<br>103,162<br>164,930<br>33,368                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               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| 20_373            |                       | 472,371   | 145,695          | 458,428        | 111,802                        | 37,076  | •                                         | 164,930                                            | 104,204                                                     | 32,820<br>104,204<br>164,930                                         | 162,995<br>32,820<br>104,204<br>164,930                                       | 98,390<br>162,995<br>32,820<br>104,204<br>164,930                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         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      c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       &lt;</td> <td>PERIOD FROM:       TO:       ARCHITECT'S PRO       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C</td> <td>APPLICATION NUMBER:         APPLICATION DATE:         FERIOD FROM:         TO:         ARCHITECT'S PROJECT N         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C<td>ICATION NU<br/>ICATION NU<br/>ICATION D<br/>D FROM:<br/>TO:<br/>TO:<br/>TO:<br/>TO:<br/>TO:<br/>TO:<br/>TO:<br/>TO:<br/>TO:<br/>TO</td></td> | $\begin{array}{c ccccccccccccccccccccccccccccccccccc$                                                                                                                                                                                                                                                                                                                                                                                                                            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                                                                                                                                                                                                                                                       | ARCHITECT'S PROJECT NO:       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       c     H       < | PERIOD FROM:       TO:       ARCHITECT'S PRO       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C       C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   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FROM:         TO:         ARCHITECT'S PROJECT N         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C         C <td>ICATION NU<br/>ICATION NU<br/>ICATION D<br/>D FROM:<br/>TO:<br/>TO:<br/>TO:<br/>TO:<br/>TO:<br/>TO:<br/>TO:<br/>TO:<br/>TO:<br/>TO</td>                                                                                                                                                                                                                                                                                                                          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| £,00              | 2.037                 | 47,237    | 14,570           | 46,843         | 11,180                         | 3,708   | 16,493                                    |                                                    | 10,420                                                      | 3,282                                                                | 16,300<br>3,282<br>10,420                                                     | 9,839<br>16,300<br>3,282<br>10,420                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 68,818<br>9,839<br>16,300<br>3,282<br>10,420                                                                      | 13,380<br>68,818<br>9,839<br>16,300<br>3,282<br>10,420                                                | 2,700<br>13,380<br>68,818<br>9,839<br>16,300<br>3,282<br>10,420                                        | 16,900<br>2,700<br>13,380<br>68,818<br>9,839<br>16,300<br>3,282<br>10,420                                                                                                              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                                                                                                                                                   | 99,784<br>44,510<br>16,900<br>13,380<br>68,818<br>9,839<br>16,300<br>3,282<br>10,420                                                                                                                                                                       | 21,212<br>99,784<br>44,510<br>16,900<br>13,380<br>68,818<br>9,839<br>16,300<br>3,282<br>10,420                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         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2105<br>105<br>19,71<br>19,71<br>14,51<br>16,90<br>13,38<br>68,81<br>9,83<br>16,30<br>16,30<br>10,42                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     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00339 CONTINUATION SHEET



AIA DOCUMENT G703 ٢

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

**APPLICATION DATE:** APPLICATION NUMBER:

PAGE 3

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PAGES

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply. No. ≻ Subtotal Subtotal FEE 4% Bond, OP, AGC & B/R General Conditions DESCRIPTION OF WORK 6,795,408 6,535,901 SCHEDULED VALUE 259,507 374,567 67,097 O 6,731,048 6,472,161 Previous Applications 258,887 341,192 64,113 D WORK COMPLETED Work in Place 35,025 35,302 10,953 2,751 (277) This Application Stored Materiais (not in D or E) ç þ þ þ þ TOTAL COMPLETED AND STORED TO DATE (D+E+F) 6,766,073 6,507,463 258,610 352,145 66,864 PERIOD FROM: ARCHITECT'S PROJECT NO: 82105 ດ (C÷C) 100 ō BALANCE TO FINISH (C-G) 29,335 28,438 22,422 I 897 233 468,929 468,929 RETAINAGE

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AIA DOCUMENT C703 + CONTINUATION SHEET + APRIL 1978 EDITION + AIA® + © 1978

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## WARRIOR CONSTRUCTORS, INC.

| 0030                  | LABOR                 |
|-----------------------|-----------------------|
| KEY PAYROLL           | AMOUNT                |
| KEY LABOR             | 2583.34               |
| NON-UNION PAYROLL     |                       |
| FIELD OFFICE          | <u>-0-</u><br>2583.34 |
| 24% INSURANCE & TAXES | 620.00                |
| 24.8% FRINGE BENEFITS | 640.66                |

TOTAL KEY & NON-UNION PAYROLL

3844.00

### FIELD PAYROLL

| WEEK ENDING           | AMOUNT  |  |  |  |
|-----------------------|---------|--|--|--|
| 1-8-86                | 576.40  |  |  |  |
| 1-15-86               | 576.40  |  |  |  |
| 1-22-86               | 345.84  |  |  |  |
|                       |         |  |  |  |
|                       | 1498.64 |  |  |  |
| 24% INSURANCE & TAXES | 359.67  |  |  |  |

# UNION BENEFITS - ATTACHED

### TOTAL FIELD PAYROLL

TOTAL PAYROLL

2109.99

251.68

5953.99

## WARRIOR CONSTRUCTORS, INC.

MATERIAL

# 00**5**41

ESTIMATE #809-22 DATE 1-31-86

| DATE     | INVOICE #  | VENDOR                        | AMOUNT   |
|----------|------------|-------------------------------|----------|
| 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   |

### TOTAL

11,528.59

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## WARRIOR CONSTRUCTORS, INC.

### EQUIPMENT RENT

ESTIMATE #809-22 DATE 1-31-86

### OUTSIDE RENT

DATE

INVOICE #

1-13-86

73443

VENDOR

Chem-Can Company, Inc.

AMOUNT

105.00

TOTAL-OUTSIDE RENT COMPANY EQUIPMENT -

TOTAL RENT

| <br>105.00  |
|-------------|
| <br>1561.68 |
| <br>1666.68 |

Comm, Pus**Ca343** Comm. Denham 2/11 cc: Comm. Pressley Comm. Lutts Stanley Kucherka stes Dianne Wilson March and Anton Description
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 March and the second sec \$10

| 10:     | Honorable Jodie E. Stavinoha<br>Fort Bend County<br>P. O. Box 368<br>Richmond, Texas 77469                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |              | Date: <b>1 February 1986</b>          |                                          |  |  |  |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------------------------------|------------------------------------------|--|--|--|
| Re      | Fort Bend County Library                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              | Project No:                           | 83011                                    |  |  |  |
| tinan I | Programma in the second state of the second st | January      | • • • • • • • • • • • • • • • • • • • | n an anna ann anna ann ann an an an an a |  |  |  |
|         | Clarifications with Dealers;<br>Signage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 7.5 hrs. @ 7 | 5.00                                  | \$562.50                                 |  |  |  |
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Expenses     |                                       | 107.91                                   |  |  |  |
|         | ·                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | TOTAL        |                                       | \$670.41                                 |  |  |  |
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                                       |                                          |  |  |  |

Fee Summary: 93% of \$75,000.00

April 86 2/1/86 2/1/86

Paul H. Sanders, Jr.

### DRAINAGE EASEMENT AGREEMENT

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THE STATE OF TEXAS COUNTY OF FORT BEND

KNOW ALL PERSONS BY THESE PRESENTS:

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.

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- (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

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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 114 day of June , 1985.

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12

HILLIABE le 7 BY: Name: Office: CHAIRMAN

| AGREED TO AND ACCEPTED:          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FORT BEND COUNTY DRAINAGE        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| BY: Juz, Stavenok                | a contraction of the second seco |
| Name /                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Office:                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| THE STATE OF TEXAS §             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| S<br>COUNTY OF FORT BEND         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| COUNTI OF FORT HEAD 3            | •                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                  | was acknowledged before me on the 1/44                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                  | _, 1985, by <u>Dale F. Hilliger</u> ,<br>_, of <u>your</u> Bend Bunty Sever                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| A internet Watrick No.           | 12 , on behalf of Fort Bend County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Lever Improvement District       | No. 12, on behalf of said District.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                  | Chul & Know                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                  | Notary Public, State of Texas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                  | • •                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| My Commission Expires:           | Printed Name of Notary:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 215 10, 1986                     | PANKA A. KNOX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| - , ag - ,                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| THE STATE OF TEXAS               | 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                  | \$<br>\$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| COUNTY OF FORT BEND              | Š                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| This instrument w                | as acknowledged before me on the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| day of                           | _, 198 <b>6</b> , by,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| ·                                | , of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| a<br>Drainage District, on behai | , on behalf of Fort Bend County                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Seamage Sigerice, on Della.      | LE OF BAIN DISCITCE.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                  | Notary Public, State of Texas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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Printed Name of Notary:

My Commission Expires:

Return to: Elide

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#### 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"

### 1 OF 3

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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 CUURVATURE TO THE LEFT;

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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;

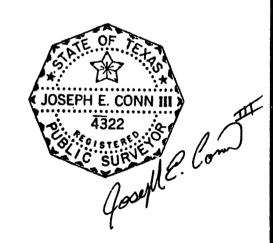
THENCE, NORTHEASTERLY WITH SAID CURVE TO THE LEFT, PASSING THROUGH A CENTRAL ANGLE OF 36 DEGREES 16 MINUTES 52 SECONDS, SAID CURVE HAVING A RADIUS OF 920.00 FEET, AN ARC LENGTH OF 582.57 FEET AND A LONG CHORD LENGTH OF 572.88 FEET BEARING NORTH 68 DEGREES 40 MINUTES 04 SECONDS EAST;

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 = 32.9478SAVE AND EXCEPT =  $\frac{-1.0984}{31.8494}$ 



3 OF 3

JUNE, 1984 REVISED MAY, 1985 JOB NO. 084-11 M&B DISC 8 .00750

### RELEASE AND TERMINATION OF EASEMENT

THE STATE OF TEXAS S S 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 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 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 Commissioners Court of Fort Bend County, Texas adopted on February 17, 1986, this <u>/1</u> day of <u>Julyuan</u>, 1986. EXECUTED AND DELIVERED pursuant to an order of

FORT BEND COUNTY DRAINAGE DISTRICT

ēΞ. Ma County Judge, Fort Bend

County, Texas

ATTEST: County Clerk 'n. (SEAL) 60.005

ENHIBIT "B"

### DRAINAGE EASEMENT AGREEMENT

THE STATE OF TEXAS S S KNOW ALL PERSONS BY THESE PRESENTS: S

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.

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- (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,

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legal representatives and assigns, against every person 0030 whomsoever claiming or to claim the same or any part thereof. EXECUTED this /7 day of File , 1986.

GRAND MISSION CORPORATION

BY: Name: Office:

AGREED TO AND ACCEPTED: FORT BEND COUNTY DRAINAGE DISTRICT

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> S

| BY:     |                                       |
|---------|---------------------------------------|
| Name:   |                                       |
| Office: | · · · · · · · · · · · · · · · · · · · |

THE STATE OF TEXAS County of fort bend

This instrument was acknowledged before me on the 19th day of \_\_\_\_\_\_\_, 1986, by \_\_\_\_\_\_, Of GRAND MISSION CORPORATION, a Texas Corporation, on behalf of Grand Mission Corporation.

Nbtary

DEBORAH

My Commission Expires:

3/14/26

THE STATE OF TEXAS COUNTY OF FORT BEND

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_\_, 1986, by \_\_\_\_\_\_

S S

a \_\_\_\_\_, on behalf of Fort Bend County Drainage District, on behalf of said District.

My Commission Expires:

Notary Public, State of Texas Printed Name of Notary:

Public,

Printed Name of Notery:

State: of

Texas

Return to : Elida

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#### 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;

1 OF 2

### EXHIBIT A

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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.



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JOB NO. 179-25 SEPTEMBER, 1985 M&B 15

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### RELEASE AND TERMINATION OF EASEMENT

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### 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 <u>17</u> day of <u>February</u>, 1986.

FORT BEND COUNTY DRAINAGE DISTRICT

<u>|s|</u> County Judge, Fort Bend County, Texas

ATTEST:

151

County Clerk

(SEAL)

EXHIBIT B

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#### RELEASE AND TERMINATION OF EASEMENT

THE STATE OF TEXAS S KNOW ALL PERSONS BY THESE PRESENTS: S COUNTY OF FORT BEND

THAT FORT BEND COUNTY DRAINAGE DISTRICT, a Texas body politic organized and existing under the laws of the State of 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 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 Julium, 1986.

FORT BEND COUNTY DRAINAGE DISTRICT

unty Judge

County Judge, Fort Bend County, Texas

ATTEST: County

(SEAL)

Return to: Elida

00758.

# OFFICIAL RECORDS

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 markir 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 iror 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, Texa: leaving a net area of 1,172.780 acres of land.

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### DRAINAGE EASEMENT AGREEMENT

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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.

EXHIBIT "B"

- (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

- 2 -

and singular, the Easement unto the Grantee, its successors, legal representatives and assigns, against every person 0030whomsoever claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12

1830 1872

00761

| BY:     |   |  |
|---------|---|--|
| Name:   | , |  |
| Office: |   |  |

AGREED TO AND ACCEPTED: FORT BEND COUNTY DRAINAGE DISTRICT

| BY:                                  |                                                                          |
|--------------------------------------|--------------------------------------------------------------------------|
| Name .                               |                                                                          |
| Office:                              |                                                                          |
|                                      |                                                                          |
| THE STATE OF TEXAS §<br>§            |                                                                          |
| COUNTY OF FORT BEND §                |                                                                          |
| day of , 1                           | cknowledged before me on the,<br>1985, by,<br>of                         |
| a                                    | of<br>, on behalf of Fort Bend County<br>12, on behalf of said District. |
| Levee improvement District No.       | iz, on benait of said district.                                          |
|                                      | Notary Public, State of Texas                                            |
| My Commission Expires:               | Printed Name of Notary:                                                  |
| •••••••••••••••••••••••••••••••••••• | ·                                                                        |
| THE STATE OF TEXAS                   | S<br>S                                                                   |
| COUNTY OF FORT BEND                  | 5<br>5                                                                   |
| day of, 19                           | cknowledged before me on the,<br>85, by,                                 |
| a/                                   | , on behalf of Fort Bend County said District.                           |
| Drainage District, on behalf of      | said District.                                                           |
|                                      | Notary Public, State of Texas                                            |

My Commission Expires:

Printed Name of Notary:

# 00**#**62

# 0030 Turner Collie & Braden Inc.

PO BOX 13089 HOUSTON, TEXAS 77219 5757 WOODWAY 713 780-4100 TELEX 774185 TCB HOU Armed

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,

- a. B. etan com Olu

John A. Betancourt Construction Administrator

JAB/jad

Enclosure

CONSULTING ENGINEERS • TEXAS AUSTIN/DALLAS/HOUSTON/PORT ARTHUR COLORADO DENVER

### ATTACHMENT A

### Mission Glen Section 1 - Replat

| Street Name            | Length       |  |  |
|------------------------|--------------|--|--|
| 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 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:

### 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 2-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  $\frac{1}{2}$ -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

\_, 19 <u>86</u>, before the 17 day of \_\_\_\_\_ February On this Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying Fort Bend Telephone Company notice of February 7, 1986 , permit no. 80727 \_\_\_\_\_ to make use of dated \_\_\_\_ 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 May \_\_\_\_day of \_\_\_\_\_ 17 th \_\_\_\_\_, 19 <sup>82</sup>, 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 <u>Kenham</u> , seconded by Commissioner PustRa , 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.

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

CLERK OF COMMISSIONERS COURT

Elida Kosler BY

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 2/19/80

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App1. # 80727

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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, Assistant Engineer

2-10-86 Date Complete Application Form (1) Name of road, street and/or а. highway affected Map or plat showing course or ь. direction Plans and specifications. с. (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)

00367

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TO COUNTY OF FORT BEND

PRECINCT NO. PERMIT NO.

propose:

Formal notice is hereby given that <u>Fort Bend Telephone Company</u>, 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<br>: Nearest Intersection | : Length of<br>: Crossing | f :<br>: Bore | Type of<br>d : Jacl | Construct<br>ked : Driv | tion<br>ven : Cased |
|--------------------------------------------------------------------------|---------------------------|---------------|---------------------|-------------------------|---------------------|
| : 675' to 725' northwest of<br>Dippel-Lehmann Rd.: Evelyn Rd. '          | :<br>: 62'                | :<br>: X      | :                   | *                       | :                   |
| :                                                                        | :                         | :             | •                   |                         | :                   |
| : 934' to 989' northwest of Dippel-Lehmann Rd. : Evelyn Rd.              | :<br>: 62'                | :<br>: 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<br>: Nearest Intersection | : To<br>:          | : Distance<br>: |
|--------------------|-------------------------------------------------------|--------------------|-----------------|
| Evelyn Rd.         | @ HWY 36                                              | Dippel-Lehmann Rd. | 841 feet        |
| Dippel-Lehmann Rd. | :<br>@ Roesler Rd.                                    | 728' northwest     | 728 feet        |
| Dippel-Lehmann Rd. | :<br>@ 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 show on the attached plans and drawings. (Plans and drawings of proposed installation and appurter ances 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

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

(713) 342-2863

| COMPAN | IY NAME: | Fort                | Bend | Tele   | phone   | Co.   |
|--------|----------|---------------------|------|--------|---------|-------|
|        | and/or ( |                     |      |        |         |       |
|        | (access  | ible 2 <sup>1</sup> | hrs/ | day, ˈ | 7 days/ | week: |

(Signature)

NAME & TITLE Mike Smerek Engineer (Please Print)

| DATE:   | February |      |        | 7,           | 1986 |
|---------|----------|------|--------|--------------|------|
| ADDRESS | Ρ.       | 0.   | Box    | 112          | .7   |
|         | (        | Stre | et/P.0 | О <b>.</b> Е | lox) |

Rosenberg, TX 77471 City S TELEPHONE NO: 342-4651 Zip State

|        |   |              |              |                                | •                  |                                           | ·····     |                                |     |
|--------|---|--------------|--------------|--------------------------------|--------------------|-------------------------------------------|-----------|--------------------------------|-----|
| 00\$68 |   | WE           | KN           | CH                             | Fo                 | 18                                        |           | •                              |     |
| 0030   |   | WESTWAY FORD | KNAPP CHEV.  | LAWRENCE MARSHAL<br>CHEV-OLDS. | SOUTH LOOP<br>FORD | COMPANY                                   |           |                                |     |
| •<br>• |   | NO BID       | \$128,250.00 | L \$121,356.45                 | \$122,296.26       | TOTAL PRICE<br>FOR THREE<br>UNITS         |           |                                | ••• |
|        |   |              | \$2,800.00   | \$6,000.00                     | \$11,000.00        | ALLOWANCE<br>TRADE-IN<br>#1               | •         |                                |     |
|        |   |              | \$4,200.00   | \$7,000.00                     | \$11,200.00        | ALLOWANCE<br>TRADE-IN<br>#2               |           | THREE (3)                      |     |
|        | • |              | \$3,950.00   | \$8,000.00                     | \$7,600.00         | ALLOWANCE<br>TRADE-IN<br>#3               |           | OR MORE                        |     |
|        |   |              | \$117,300.00 | \$100,356.45                   | \$92;496.26        | FINAL<br>TOTAL<br>PRICE                   | BID #86-7 | 12-14 YARD DUM                 |     |
|        |   |              | 180 DAYS     | 90-120<br>Days                 | 90 DAYS            | DELIVERY<br>WITHIN                        |           | YARD DUMP TRUCKS WITH TRADE-IN |     |
|        | • |              | 60 DAYS      | 30 DAYS                        | 30 DAYS            | PRICE<br>GUARANTEE                        |           | TRADE-IN                       |     |
|        | • |              | \$750.00     | ,<br>\$357.00                  | \$265.00           | PRICE<br>MURPHY WD-100<br>SHUTDOWN SYSTEM |           |                                |     |
|        |   |              | \$625.00     | \$650.00                       | \$1,196.00         | PRICE<br>QB3 PULSE<br>INFORM. SYSTEM      |           | (b)                            | )   |
|        |   | -*           |              |                                |                    | • .                                       |           |                                |     |

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| (q)        | )                              | •               | REAR WHEEL TRUCK)           |   | REAR WHEEL TRUCK)            |              |                                 |             |                   | 0030 |
|------------|--------------------------------|-----------------|-----------------------------|---|------------------------------|--------------|---------------------------------|-------------|-------------------|------|
|            |                                |                 | SPECIFICATIONS (BID DUAL RE |   | (BID DUAL                    |              |                                 |             |                   |      |
|            |                                | REMARKS         | DOES NOT MEET SPEC          |   | DOES NOT MEET SPECIFICATIONS |              | •<br>•                          | •           |                   |      |
| BID # 86-9 | ONE OR MORE 1-TON PICKUP TRUCK | PRICE GUARANTEE | 99 DAYS                     | • | 30 DAYS                      | 30 DAYS      | NOT STATED                      | 60 DAYS     | 60 DAYS           |      |
| <b>B</b> I | ONE OR                         | DELIVERY WITHIN | 45 DAYS                     |   | 70 DAYS                      | 60-120 DAYS  | 60-90 DAYS                      | 120 DAYS    | 60 DAYS           |      |
|            |                                | UNIT PRICE      | \$10,160.85                 | • | \$10,317.00                  | \$10,657.83  | \$10,947.67                     | \$10,999.00 | \$11,209.85       |      |
|            |                                | COMPANY         | WESTWAY FORD                | • | A.C. COLLINS FORD            | HELFMAN FORD | LAWRENCE MARSHALL<br>CHEV-OLDS. | KNAPP CHEV. | JOE HUBENAK CHEV. |      |
|            |                                |                 |                             |   |                              | •            | •                               |             | •                 |      |

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FOUR (4) NEW. 1/2 TON PICKUP TRUCKS

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BID #86-10

0030

|                 | UNIT<br>PRICE | DELIVERY<br><u>WITHIN</u> | PRICE<br>GUARANTEE | MAKE &<br>MODEL      | GVW              | BED<br>LENGTH  | ENGINE                       | FUEL TANK<br>CAPACITY | WHEELBASE |
|-----------------|---------------|---------------------------|--------------------|----------------------|------------------|----------------|------------------------------|-----------------------|-----------|
| \$              | \$7,676.00    | 120 days                  | 60 days            | 86 Chevy<br>#CC10703 | yes              | yes            | 262 CID<br>6 cyl             | 16.5 gal.             | 117.5"    |
| <del>63</del> . | \$7,729.84    | 45 days                   | 99 days            | Ford F150            | • 4,800#         | 6'             | 4.9L 300<br>CID 6 cyl        | l6.5 gal.             | 117"      |
| •/              | \$7,784.00    | 70 days                   | 30 days            | 86 Ford F150         | 4,900#           | 61             | 300 CID<br>6 cyl.            | 19 gal.               | 117"      |
| •••             | \$7,816.14    | 80 days                   | 30 days            | 86 Ford F150         | 4,800#           | 6'3/4"         | 4.9L<br>300 CID              | 16.5 gal.             | 117"      |
|                 | \$7,819.26    | 60-90 days                | 90 days            | Chevy<br>CC10703     | ¢,900#           | 6 <b>½</b> 1   | 4bbl carb.                   | 16 gal.               | 117.5"    |
|                 | \$7,993.08    | 45 days                   | 45 days            | 86 Chevy<br>½ ton    | yes              | 6 <u>ل</u> ج ا | 4.3L 262<br>CID V-6<br>4bbl. | 16 gal.               | 117.5"    |
| <del>~7</del>   | \$7,998.00    | 60-120<br>days            | 30 days            | 86 Ford F150         | 4,800#           | 621            | 300 CID                      | 16.5 gal.             | 117"      |
|                 | \$8,326.47    | 10 days                   | 90 days            | D100<br>D150         | 5,000#<br>7.500# | Bh             | 225 CID                      | 20 gal.               | 131"      |

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| ·                               |                       |                    | 0                                                  |                        |                        |              |                      | 00371            |
|---------------------------------|-----------------------|--------------------|----------------------------------------------------|------------------------|------------------------|--------------|----------------------|------------------|
| J H CO                          | ·                     | REMARKS            | DID NOT MEET SPECIFICATIONS ON 30<br>DAY DELIVERY. | VIN: 1FDFF82H8GVA00528 | VIN: IGBL7D1B1FV207612 |              |                      | 0030             |
|                                 |                       | ALTERNATOR         | YES                                                | 60 AMP                 | 70 AMP                 |              | •                    | · · · ·          |
| OR 1986                         | а<br>-                | FRONT<br>SPRINGS   | YES                                                | #0006                  | 12000#                 |              | •                    | •                |
| ,000 GVWR 1985 OR 1986          |                       | TRANSMISSION       | CL457 SHORT<br>4TH                                 | SPICER 4054            | 5SPD CL455             |              |                      |                  |
| MINIMUM 28                      | 86-11                 | ENGINE             | 366 CID                                            | 370 CID<br>V-8         | 366 CID<br>V-8         |              |                      | •                |
| CAB AND CHASSIS, MINIMUM 28,000 | BID #86-11            | MAKE &<br>MODEL    | CHEVY<br>CC7D042                                   | 86 FORD<br>F800        | СНЕVУ                  |              | •                    |                  |
| ONE (1) TRUCK, CAB AI           | -<br>-<br>-<br>-<br>- | PRICE<br>GUARANTEE | 30 DAYS                                            | 3 DAYS                 | 5 DAYS                 |              |                      |                  |
| ONE (1                          |                       | DELIVERY<br>WITHIN | 90-120<br>DAYS                                     | 30 DAYS                | 30 DAYS                |              |                      |                  |
|                                 |                       | UNIT<br>PRICE      | \$18,160.55                                        | \$18,203.49            | \$19,000.00            | NO BID       | NO BID               | 2<br>1<br>1<br>2 |
|                                 | •                     | COMPANY            | LAWRENCE<br>MARSHALL                               | SOUTH LOOP<br>FORD     | KNAPP CHEV.            | WESTWAY FORD | A.C. COLLINS<br>FORD |                  |

| PRICE WITHOUT PRICE WITHOUT<br>TRADE-IN TRADE-IN PRICE AFTER DELIVERY PRICE<br>TRADE-IN TRADE-IN PRICE AFTER DELIVERY PRICE<br>TRADE-IN AND DISTRIBUTOR) ALLOWANCE TRADE-IN WITHIN GUARANTEE REMARKS | HI-WAY EQUIP.<br>BASE B B<br>DISTRIBUTOR MODEL RRH 1000 GALLON CAPACITY.<br>BASE B B<br>DISTRIBUTOR ONLY<br>\$24,155.00 NA \$3,500.00 \$20,655.00 60 DAYS 60 DAYS DISTRIBUTOR MODEL RRH 1500 GALLON CAPACITY.<br>ALTERNATE #1<br>DISTRIBUTOR ONLY<br>DISTRIBUTOR ONLY | HI-WAY EQUIP NA \$40,750.00 \$37,250.00 60 DAYS 60 DAYS 1955 GMC MODEL RRH 1000 GALLON CAPACITY.<br>ALTERNATE \$2<br>ALTERNATE \$2<br>DISTRIBUTOR MODEL RRH 1000 GALLON CAPACITY.<br>TRUCK: 1985 GMC MODEL RRH 1000 GALLON CAPACITY.<br>TRUCK<br>TRUCK METS ALL SPECIFICATIONS<br>TRUCK<br>MI \$42,000.00 \$33,500.00 60 DAYS 60 DAYS 01 DISTRIBUTOR MODEL RRH 1500 GALLON CAPACITY.<br>ALTERNATE \$3<br>DISTRIBUTOR MODEL RRH 1500 GALLON CAPACITY.<br>TRUCK 1985 GMC MODEL RRH 1500 GALLON CAPACITY. | 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<br>CERTIFIES THAT DISTRIBUTOR DOES NOT MEET<br>SPECIFICATIONS.<br>TRUCK: 1986 GMC MODEL C7D042.<br>*EXCEPTIONS TO DISTRIBUTOR: HEATING SYSTEM: (A) FLUES - HAVE 8" INLET WITH A 6" RETURN FOR MORE EFFICIENT HEATING AND WEIGHT SAVINGS.<br>SPRAY BAR: (B) RELIEVING FEATURE - HITTING OF OBSTRUCTIONS FORWARD ONLY. INSTRUMENT AND ACCESSORIES: (F) POWER NOT NECESSARY<br>(H) POWER NOT NECESSARY. |
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ANNUAL CONTRACT FOR BOOKS FOR THE FORT BEND COUNTY LIBRARY

(VENDORS WERE TO BID DISCOUNTS FOR THE FOLLOWING TYPES OF MATERIALS)

| BRODART | BAKER & TAYLOR | COMPANY                       |
|---------|----------------|-------------------------------|
| 0-41.5% | 43.28          | REFERENCE<br>BOOKS/SETS       |
| 10%     | 12.0%          | CHILDREN'S<br>BOOKS           |
| NO BID  | 33.0%          | SPANISH LANGUAGE<br>MATERIALS |
| 35<br>% | 38.0%          | PAPERBACK<br>BOOKS            |
| 41.5%   | 43.2%          | FICTION                       |
| 41.5%   | 43.2%          | NON-FICTION<br>TITLES         |

- 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. - CPEN 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

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## 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

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2.

VENDORS NOTIFIED BY LETTER

| COMPANY                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COMPANY                         | SUBMITTED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| A.C. COLLINS FORD               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| BOB ROBERTSON CHEV.             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| BUELKTEL DUTA CHEV.             | 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 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.       | <b></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| GILMAN DODGE                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| GMC PARK TEN, INC.              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| HARRY SHANKS CHEV.              | 410-100 B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| HELFMAN FORD                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| JIMMY GREEN CHEV.               | والمراجع و |
| JOE CAMP FORD                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| JOE HUBENAK CHEV., INC.         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| KINSEL FORD, INC.               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| KNAPP CHEVROLET                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| LAMARQUE FORD OF TEXAS, INC.    | · .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| MACK TRUCKS                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| MCMILLAN FORD<br>MORT HALL FORD |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| RON CRAFT CHEV., INC.           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| RUSSELL AND SMITH FORD          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| SAM & SONS TRUCK EQUIPMENT      | <del></del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| SAN JACINTO FORD                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| SOUTH LOOP FORD TRUCK SALES     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| South texas kenworth, inc.      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| TRUCKS OF TEXAS                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| WESTWAY FORD, INC.              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| WHITE PONT-CAD-GMC              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Gack Roach Chev.                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Jack Koach Che                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                 | . بالمراجع المراجع الم                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

## 0030

BID ITEM: SALE OF EXCESS SOIL FROM THE SANITARY LANDFILL

BID NUMBER: 86-15

### VENDORS NOTIFIED BY LETTER

#### COMPANY

BID PRICE

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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

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|             | 2/                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                |                                |                        |                    |                  |                      |             |                   |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------|------------------------|--------------------|------------------|----------------------|-------------|-------------------|
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | TEX                            |                                | NT OF C<br>ial Divisio |                    | CTION            | S<br><i>∽</i>        |             | 0877              |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                | Huntsville                     | e, Texas 77340         |                    |                  |                      |             |                   |
| [           | INVOIC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                | AC (713( 295<br>PURCHASING DEP | 5-6371 EXT, 380        |                    | DFI              |                      |             | 0030              |
| NAN         | DRESS COUNTY CO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | DURTHOUSE                      |                                |                        |                    | DEL<br>MEMORI    |                      | BRAF        | <u></u>           |
| CITY        | DTCUMOND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b></b> ST                     | ATE CODE77465                  |                        |                    |                  |                      | ATE         | CODE              |
| Unit        | MOODMODIZ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ING No. 10<br>No. 57           | INVOICE NUMBER                 | INVOICE D              | ATE                | CUSTOME          |                      | <u> </u>    | SHIPPING          |
| Dept<br>Div | TND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | No. 05                         | <u>Q</u> 9098                  | 2-5-86                 |                    | 5253-28          | 351                  | Ordered     | Prepard Cottect C |
| ltem        | COMMODITY NUMBER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                | DESCRIPTION                    |                        | Unit<br>of Measure | QUANTITY         | UNIT PRI             | ICE         | AMOUNT            |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | SEC. DEKS, W/RIGHT RETU        |                                |                        | ea                 | 1                | 375,                 | . 00        | 375.00            |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | DESK 30                        |                                | ea                     | 4                  | 350              | .00                  | 1400.00     |                   |
|             | •                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                                |                        |                    |                  |                      |             |                   |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | PARTIAL                        | BILLING                        |                        |                    |                  |                      |             |                   |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                |                                |                        |                    |                  |                      |             | -                 |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                |                                | 1                      |                    |                  |                      |             |                   |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                | Ale M                          | á.                     |                    |                  | n l                  |             |                   |
|             | Alavinola                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                |                                | 5                      |                    | 0                | X                    | 20          |                   |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | $\mathcal{A}$                  | M R                            | -<br>-                 |                    | yr I             | lo la                |             |                   |
|             | · · ·                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                | V                              | · July                 | ,00                |                  |                      |             |                   |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | r                              | $\sim$                         | W 184                  | Ø                  |                  |                      |             |                   |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                | 121                            | 5<br>ter<br>           |                    |                  |                      |             |                   |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                | PLEASE PAY TH                  |                        |                    |                  | TERMS<br>Net 30 days | \$ <u>1</u> | 775.00            |
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| PLEA        | SE PAY FROM THIS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | INVOICE                        |                                |                        |                    |                  |                      |             | BU-167            |
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# 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.

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# COUNTY OF FORT BEND

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

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## MONTHLY REPORT JANUARY, 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.

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## 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-l-a |          |
|-------------|----------|
| 111         | 1/6-1/21 |
| 121         | 1/6-1/21 |

Dry Creek II-B-2 106

| 106 | 1/2-1/29 |
|-----|----------|
| 142 | 1/6      |
| 242 | 1/2      |

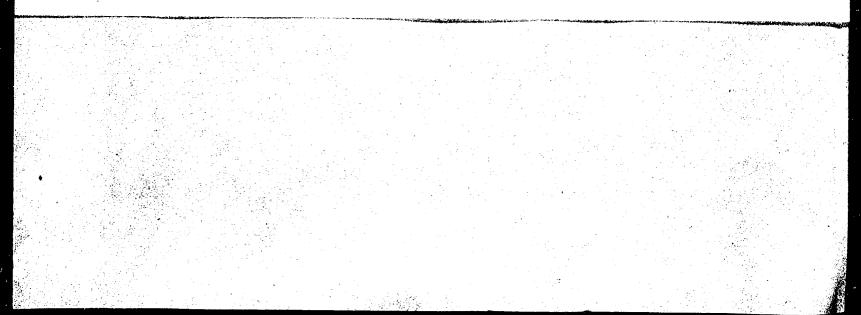
## Fairchilds Creek Lateral II-B-10-b

| 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   |  |
| 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  | 2           |  |
| 158                       | -<br>1/31 · |  |
| 243                       | 1/31        |  |
|                           |             |  |
| Meadows Ditches           |             |  |
| 112                       | 1/2         |  |
| 146                       | 1/2         |  |
| Mustang Bayou Overflow (  | Channel     |  |
| 313                       | 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        |  |
| <b>Oys</b> ter 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   |  |
|                           |             |  |

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|----------------------------|-----------|
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| 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 |
|                            |           |

1/27-1/30

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## Willow Fork of Buffalo Bayou V-A

| 113 | 1/7-1/30 |
|-----|----------|
| 115 | 1/6-1/29 |
| 158 | 1/2-1/30 |
| 243 | 1/2-1/30 |

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| Big Cre | ek 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 DO6 Bulldozer  | 1/6-1/7, 1/13-1/15 |
| Cedar C | reek I-B                   |                    |
|         | Rapier NCK-305 Dragline    | 1/30-1/31          |
| Cottonw | ood 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 Cre | ek II-A                    |                    |
|         | Northwest 9570 Dragline    | 1/2-1/31           |
| Ditch H |                            |                    |
| ·       | Linkbelt LS-98 Dragline    | 1/9-1/10           |
| Dry Bra | nch I-E                    |                    |
|         | Rapier NCK-305 Dragline    | 1/10-1/16          |
|         | Fiat Allis FD-20 Bulldozer | 1/13               |
|         |                            |                    |

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|-----|--|
|-----|--|

| Dry Creek II-B-5              |           |
|-------------------------------|-----------|
| Fiat Allis FD-20 Bulldozer    | 1/6-1/9   |
| Fiat Allis FD-30 Bulldozer    | 1/7-1/31  |
| East Bernard R. R. Ditch      |           |
| Caterpillar D-6 Bulldozer     | 1/23      |
| outerprizer 2 0 Serieuwer     | 1/25      |
| Fairchilds Creek II-B-10      |           |
| Rapier NCK-305 Dragline       | 1/6-1/8   |
| Longpoint Bayou III-B         |           |
| Fiat Allis FD-20 Bulldozer    | 1/14-1/17 |
|                               |           |
| Lower Oyster Creek II-K       |           |
| 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 |
| Middle Bayou II-D-1           |           |
| International TD-25 Bulldozer | 1/231/31  |
| Linkbelt LS-128 Dragline      | 1/2-1/10  |
| Rabbs Bayou II-D              |           |
| 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 |
| Lindere no 120 bragine        | 1/14-1/24 |
| Seabourne Creek II-B-4        |           |
| Rapier NCK-305 Dragline       | 1/2-1/3   |
| Snake Creek I-C               |           |
| Rapier NCK-305 Dragline       | 1/29      |
| Linkbelt LS-98 Dragline       | 1/6-1/7   |
| _                             |           |

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Turkey Creek I-D Linkbelt LS-98 Dragline

1/13-1/15

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TO: Commissioners Court Fort Bend County, Texas

State Highway Department

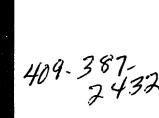
## PETITION

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.

Any additional culverts crossing FM 360 without additional drainage work on the Bernard and Snake Creek will result in flooding of a large area of land that is now agriculture-producing land and will render such land unproductive.

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 198. day of



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TO: Commissioners Court Fort Bend County, Texas

State Highway Department

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TO: Commissioners Court Fort Bend County, Texas

State Highway Department

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TO: Commissioners Court Fort Bend County, Texas

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PRESENTED this 7/2 day of

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TO: Commissioners Court Fort Bend County, Texas

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State Highway Department

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TO: Commissioners Court Fort Bend County, Texas

State Highway Department

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TO: Commissioners Court Fort Bend County, Texas

State Highway Department

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TO: Commissioners Court Fort Bend County, Texas

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State Highway Department

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PRESENTED this 7/2 day of

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signatures on back 7

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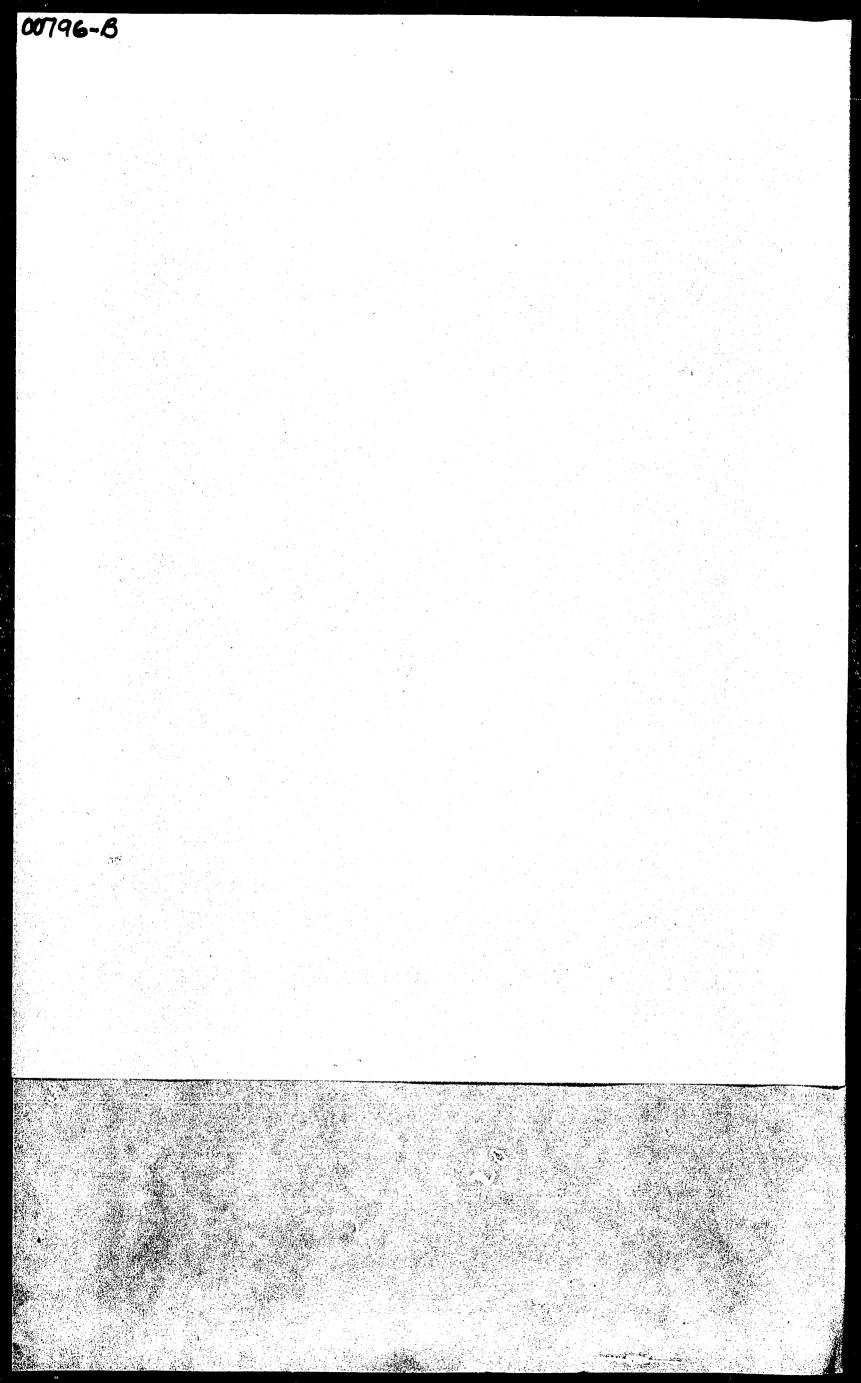
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**v**030 MAILING ADDRESS 57. #3-Rosenberg. ener#1061 Houston 77036 <u> 260</u>7 6400 A. Desener#1061 secher 9 77471 Aniston TK 17024 1015 **K**K-[.\_\_ 24 a. tx.77417 Rosenberg 787747/ ,77417 Rosalany TO 7947) 625 Kein ealer 7 7417 Rosensen 77471 Sugarland mitro BLUG ROJENBERG 7747 325 BF Beasley Johas R UALL IS PATT485 Jallis 24.77485 Wallis Japan 7:1485 1 Box 163 Rosenburg Jey, 77471 Box 305 Needville, Ter 77461 <u>lit</u> Needville, TX 1.9 Box 305 77461 Needu. 11e Tr. 7746 1 P. U. Pox 305 P.O. Box 305 Nadville 077401 Boy 163 Rossiburg Tey. ox 157-K Paige TX Noute +71 77L 78659 Rt SOX 157-K Paine IX 7865 パオ 7 Do IBOHIUS Nollis INTTHE Rt I Box 142B Beasley Tx 77417 RUBOX 1420 Beasly X 77417

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NAME James Batho 1. 2. Jawan Worten 3. Junas B. Indeca 4 Mrs. J.B. Sudicor 5. Sammie Snedery 6. Aprilio 7. Ihomas C. Encloser 8. Frances In 9. Elsie Stromicky 10. Restran 11. Hay 12. Lauter 13. June m. 14. Richard Arno 15. Brien Gracher 16. Bruce In never (Rodney Sury 17. 18. rnola Yai ling Jan Hensa 19. Koy Guma 20. 21. Wildre & Kine 22. Alem a Sch 23. 24. Dorothy Stari atra) 25. Thati Steving 26. Alennis Alavnich frances avin all 27. 28 Ahoma list 29. Jour >B mu 30. Shirley lam. 31. albert Ewaky 32. Jaraine zwahr 33. Kathy Millar 34. Richard milles 35. Hilda Kalinouspi

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NAME MAILING ADDRESS 1. Marlene Me Carty 1.0. Bux 252 8 ellille Dey, 7746 2. Lellie May Ondrus <u>K4.1,</u> Resentery Ley 7747) Boy 5 ΈA, 3. Dener On ALL. BOX 58A, ROSENDERG, TER TIGHT 4. Carol Dulla Rt. 1 BUT 58A Rosenberg, TX 77471 5. Mark Dylla RT. 1 Box 58 A ROSENBERG, TX. MAUNI 6. Julie 2002 Jones Kogstern, H. M.41/ 7. Å sent 1 Rt. 1 But 58 A Rosenbern 74 77471 moline Kt12302 Tesenbarg 177471 9. Kolu <u>#</u>]]>> 7747/ Ot /Bro Ŕ 10. Marlee Pt 1 Box 58. A Rosenberg 24 17471 R.R. 1-Box 201, 11. Keeling m 7417 12. albert Ho Rt/ Box201 Peasley Ter 77419 13. Thomas A pt 1 Box 292 Beasley Jer 77417 Po Box 934 Neved Ville Tu 17461 14. W. J. ) inderson 15. asthur Box1.56 uen gar lifest Deas. chillp) 16 All in 77461 NEEDUILE Box 252 Tit mition P.O. BOY252 17. Alonna 1. eediralo TX 77461 18. Evely Mart Rt 3 9240 Meedwille, Jer 77461 19. Hildegarde REI Boy 160 Rosenberg Ter. 71471 20. alton Schrold Rosenberg Tep 77471 Rosenberg, TX 17471 Rt. 1 Boy 160 21. UTTAHLOUP (Neil A. Thomas) Rt 1 Box 160-J Rt Box 160 9 Resenberg TX 77471 22. Quida E. Thomas Kichard le Jach J KoscalBerg TX 23. KT I BOX Com O 24. 25. Beth C. me Bri RT. 1, BOX 26. ROSENBERG 77471 RT.I. BOX 160 27. Doroth, Klokedans Rf1 Bax 159X Nosenberg 79471 28. Mates RTI BOX 159X ROSENBERG <u>]</u>747[ 29. Lindy Klo PATE 1 BEN 159X Bosimberg 11411 rdams Rt. Box 159× Rosenberg 77471 30. Moren Idedans 31. 59 10:1 7 7471 Klobedons Whoblis ki Rt. 1 Bor 32 Kelsecci Kosenkerg 33. Mazgarot (Male) Fragier Beasley, Jy J E. Beneley, Jen. Rt 1, Boy 209-E 34. June France Rt. BOX 209. 417 35. Billy H ju\_ Rt. 1, Box 209E, Bensley, Fex. 77417

0030 NAME MAILING ADDRESS PH1 1. asley. Sv 17417 210 2. RI 72 10 (77×1) le. 3. 124 <u>Ung</u>la Box 211 Beasley The R+ 41 17 5. 6. 7.\_\_\_\_\_ 8. 9.\_\_\_\_\_ 10. \_\_\_\_\_ 11. \_\_\_\_\_ 12.\_\_\_\_\_ 13.\_\_\_\_\_ 14. \_\_\_\_\_ 15.\_\_\_\_\_ 16.\_\_\_\_\_ 17.\_\_\_\_\_ 18.\_\_\_\_\_ 19.\_\_\_\_\_ 20.\_\_\_\_\_ 21. 22. \_\_\_\_\_ 23. \_\_\_\_\_ 24. \_\_\_\_\_ 25. 26.\_\_\_\_ 27.\_\_\_\_\_ 28. \_\_\_\_\_ 29.\_\_\_\_\_ 30.\_\_\_\_\_ 31. \_\_\_\_\_ 32. 33.\_\_\_\_\_ 34. \_\_\_\_\_ 35. \_\_\_\_\_

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| ·<br>·      | <b>0030</b>                                | AGENDA<br>FORT BEND COUNTY COMMIJSIONERS COURT<br>COURTHOUSE ANNEX, RICHMOND, TEXAS<br>REGULAR SESSION<br>MONDAY, FEBRUARY 24, 1986<br>9:00 O'CLOCK A.M.                                                                               |
|-------------|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| J.          | Approve                                    | minute of meeting of February 17, 1986.                                                                                                                                                                                                |
|             |                                            | changes in depository pledge contracts.                                                                                                                                                                                                |
|             | /                                          | line item transfers in budgets.                                                                                                                                                                                                        |
| 4.          | Approve                                    | out-of-town travel requests for County personnel.                                                                                                                                                                                      |
| 5.          | Review                                     | fee officers' monthly reports.                                                                                                                                                                                                         |
| 5⁄.         | Canvass                                    | election results of Fort Bend L.I.D. #12 bond election.                                                                                                                                                                                |
| 7.          | Mr. Dona<br>photocop                       | ald Kee, President, Fort Bend Bar Assn.: re: request to set up<br>pier and clerk in Courthouse law library.                                                                                                                            |
| 8.          | Marsha G<br>in the a                       | Gaines, Tax Collector, re: approval of refund to Xerox Corp.<br>amount of \$3,274.67.                                                                                                                                                  |
| بو          | Mrs. Kat<br>checks a                       | thy Hynson, County Treasurer, re: request to void outstanding and adjust ending balances in various funds.                                                                                                                             |
| 10.         | oath for                                   | le Richard Pring, Precinct 4, re: request approval of bond &<br>James Beasley, Reserve Deputy, and request approval of two<br>hal unpaid reserve deputy positions.                                                                     |
| ¥.          | Consider<br>Unit for                       | approval of grant application for funding of Special Crimes<br>District Attorney's office (\$42,844.22).                                                                                                                               |
| 1/2~        | Consider<br>Improvem                       | appointment of directors to the Sienna Plantation Levee<br>Ment District.                                                                                                                                                              |
| 13          |                                            | approval of interlocal agreement between Fort Bend County and County for the housing of juveniles.                                                                                                                                     |
| 14.         | Mr. Robe<br>installa                       | rt Myska, President, Fort Bend County Fair Assn., re: request<br>tion of covering over rodeo arena at Fairgrounds.                                                                                                                     |
| 15,         | Marcon C                                   | approval of pay request #4 in the amount of \$23,664.50 to The<br>o. Inc. and architect's fee to Chris DiStefano in the amount of<br>on the Law Enforcement Academy project.                                                           |
| 16.         | Consider<br>DiStefan                       | approval of invoice in the amount of \$50,000 from Chris<br>o for schematic drawing phase on new Courthouse Annex.                                                                                                                     |
| p.7.        | TOT LLU                                    | approval of resolution in support of restoring state funding<br>& Vocational Ag programs.                                                                                                                                              |
| 118.        | Accept L<br>tenance                        | akeview, Riverview & Frazer Roads into the County road main-<br>system in Precinct 1.                                                                                                                                                  |
| 19.         |                                            | h guidelines for granting salary merit increases.                                                                                                                                                                                      |
| 20.         | on winch                                   | e for bids for water wells for Precincts 1 & 3, and for bids<br>for FD-20 tractor.                                                                                                                                                     |
| 21.         | Consider<br>& along (                      | application from Fort Bend Telephone Co. to lay cable under<br>Williams School Rd. in Precinct 2.                                                                                                                                      |
| 22.         | Consider                                   | accepting or rejecting bid on sale of excess sand & clay<br>from the Sanitary Landfill Site on Klauke Rd.                                                                                                                              |
| 23.<br>→    | Meet in C                                  | losed Session to discuss litigation & land matters as<br>d by Article 6252-17, Section 2 (e) & (f), V.T.C.S.                                                                                                                           |
| 2 <b>5.</b> | <u>1:30 p.m.</u><br>inmate co<br>(bid #86- | - Open bids for the following: (1) Purchase of 60 dozen<br>veralls (bid #86-16); (2) Purchase of 1 plain paper copier<br>17); (3) Purchase & installation of carpet (bid #86-18)<br>ing of 1986 Primary Election ballots (bid #86-19). |
|             |                                            | on on any items discussed in Closed Session.                                                                                                                                                                                           |

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CONTINUED

00802

AGENDA - PAGE TWO FORT BEND COUNTY COMMISSIONERS COURT FEBRUARY 24, 1986

- 26. <u>1:30 p.m.</u> Approve plat for Weston Lakes, Sections 5 & 6 in Precinct 4.
- 27. Adjournment.

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EILED FOR RECORD FEB201986 Tile Cierk, Fort Bend Co., Tex.

Joc 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 <u>3:05 p.m.</u> by <u>10 p.m.</u>.

### REGULAR SESSION

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 STAVINOHA | COUNTY JUDGE            |
|-----------------|-------------------------|
| JOHNNIE PUSTKA  | COMMISSIONER PRECINCT 1 |
| BEN DENHAM      | COMMISSIONER PRECINCT 2 |
| ALTON PRESSLEY  | COMMISSIONER PRECINCT 3 |
| BOB LUITS       | 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

lST 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:

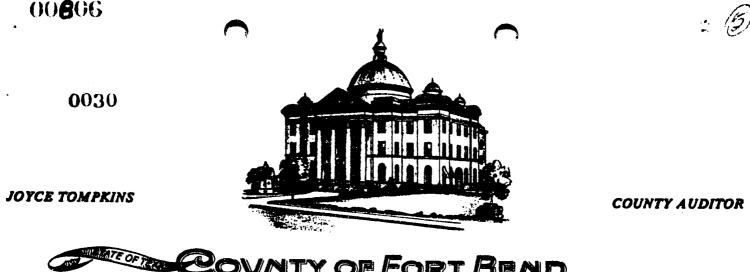
Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve the canvass election results of Fort Bend L.I.D.#12 bond election. (Recorded in minutes in full)

FOR - 4 AGAINST - 0

Election passed

-1-

| FORT BEND COUNTY                           |       | FORT BEND COUNTY<br>CHANGES IN DEPOSITORY PLEDGES 0030 |
|--------------------------------------------|-------|--------------------------------------------------------|
| CHANGES IN DEPOSITORY PLEDGES<br>CONTRACTS |       | CHANGES IN DEPOSITORY PLEDGES 0030<br>CONTRACTS        |
| WITH Sf City                               |       | WITH 1st City                                          |
| Release \$_/00,000,                        |       | Pledged \$ /00,000,                                    |
| U.S. Treasury Note                         |       | Pledged \$ 100,000,                                    |
| Receipt #_ 580016                          |       | Receipt # <u>88 98/6</u>                               |
| Due Date <u>1/31/86</u>                    |       | Due Date <u>//3//88</u>                                |
| FORT BEND COUNTY                           |       | FORT BEND COUNTY                                       |
| CHANGES IN DEPOSITORY PLEDGES<br>CONTRACTS |       | CHANGES IN DEPOSITORY PLEDGES<br>CONTRACTS             |
| WITH                                       | ·     | WITH                                                   |
| Release \$;                                | ١     | Pledged \$                                             |
|                                            |       | ······································                 |
| Receipt #                                  |       | Receipt #                                              |
| Due Date                                   |       | Due Date                                               |
|                                            |       | •<br>-                                                 |
| FORT BEND COUNTY                           |       | FORT BEND COUNTY                                       |
| CHANGES IN DEPOSITORY PLEDGES<br>CONTRACTS |       | CHANGES IN DEPOSITORY PLEDGES<br>CONTRACTS             |
| WITH                                       |       | WITH                                                   |
| Release \$                                 |       | Pledged \$                                             |
| ······································     |       | ······································                 |
| Receipt #                                  |       | Receipt #                                              |
| Due Date                                   |       | Due Date                                               |
| FORT BEND COUNTY                           |       | FORT BEND COUNTY                                       |
| CHANGES IN DEPOSITORY PLEDGES<br>CONTRACTS |       | CHANGES IN DEPOSITORY PLEDGES<br>CONTRACTS             |
| WITH                                       |       | WITH                                                   |
| Release \$                                 |       | Pledged \$,                                            |
| ······                                     | 4     |                                                        |
| Receipt #                                  | . • . | Receipt #                                              |
| Due Date                                   |       | Due Date                                               |
|                                            |       |                                                        |



OVNTY OF FORT BEND

P. O. DRA WER 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 Hopie Solomon, Indigent Care Lawrence Elkins, Fairgrounds A E "A1" Dobson, Adult Probation Sterling Moore, Juvenile Probation Stanley Kucherka, County Engineer Mary Lynn Chesshire, Bail Bond Board

> > Yours very truly

Joyce Tompkins County Auditor

0030

## NON-FEE OFFICER'S REPORT COMMISSIONERS' COURT

JANUARY 1986

## CHILD SUPPORT 828.00 HEALTH AND SANITATION 373.00 AMBULANCE 8520.75 ANIMAL CONTROL 2807.00 SANITARY LANDFILL 92,538.85 LIBRARIES 2524.13 INDIGENT CARE 116.00 FAIRGROUNDS 1027.50

ADULT PROBATION (FUND 99)

JUVENILE PROBATION

COUNTY ENGINEERING

BAIL BOND BOARD

TOTAL FOR THE MONTH

135,395.33

25,325.10

1135.00

200.00

-0-



COUNTY AUDITOR

MATE OF TH OVATY OF FORT BEAD

> 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 Fce 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

OMMISSIONERS COURT

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00809

|                                   | JANUARY             | 1986           |                 | 0030         |
|-----------------------------------|---------------------|----------------|-----------------|--------------|
|                                   | FEES OF OFFICE      | ROAD           | MISC. FEES      | TOTAL AMOUNT |
| OFFIC                             | TO<br>GENERAL FUND* | ہ<br>BRIDGE**  | E<br>REFUNDS*** | COLLECTED    |
|                                   | 1 1                 | SHEESE SERVICE |                 |              |
| County Judge                      | 866.00              |                |                 | 866.00       |
| County Clerk<br>Civil2755.25      |                     |                |                 |              |
| Criminal 4005.50                  | 64,932.00           | 19,139.00      | 11,356.50       | 95,427.50    |
| District Clerk<br>Civil 13,650.00 |                     |                |                 |              |
| Criminal <u>*722.50</u>           | 25,851.00           | 1805.00        | 14,871.05       | 42,527.05    |
| Tax Collector                     | 58,784.26           |                |                 | 58,734.26    |
| District Atty.                    | 2544.06             |                |                 | 2544.06      |
| Sheriff<br>Civil999.95            |                     |                |                 |              |
| Criminal 1763.00                  | 2790.95             |                | 14,795.00       | 17,585.95    |
| J.P.#1<br>Civil279.00             | -                   |                |                 |              |
| Criminal <u>19,477.01</u>         | 21,036.01           |                | 5684.95         | 26,720.96    |
| J.P.#2-1<br>Civil                 |                     |                |                 |              |
| Criminal 5013.50                  | 6944.50             |                | 1248.00         | 8192.50      |
| J.P.#2-2<br>Civil 59.00           | •                   |                |                 |              |
| Criminal 23,507.00                | 23,652.00           |                | 7081.50         | 30,733.50    |
| J.P. <b>#3</b><br>Civil339.00     |                     |                |                 |              |
| Cximinal 7165.00                  | 10,409.00           |                | 1706.00         | 12,115.00    |
| J.P.#4<br>                        | _                   |                |                 |              |
| 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      |
| TOTAL                             | 242,800.28          | 20,944.00      |                 | 326,197.20   |

\* County Revenues deposited into the General Fund.

\*\* County Reveneus 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. Attorny are revenues deposited into the D.A. Bad Check Fund.

## **003**0

RECEIVED

## TAX COLLECTOR'S REPORT JANUARY 1986

## DESCRIPTION

AMOUNT

| 1/3<br>1/3<br>1/6<br>1/14<br>1/15<br>1/16<br>1/22<br>1/27<br>1/28<br>1/30 | November 85 beer & liquor fees<br>November 85 beer & liquor comm.<br>November 85 interest<br>November 85 comm. tax & MUD certificates<br>Jan 86 tax comm. pgs 1, 2, 3<br>Dec 85 tax comm. pgs 1, 2, 3<br>November comm. tax & MUD certificates<br>Dec 85 pg 4 Jan 86 pgs 4, 5, 6 tax comm<br>Dec 85 pg 5 Jan 86 pgs 7, 8 tax comm<br>Dec 85 Pg 6 Jan 86 pg 9 tax comm<br>Titles | Gaines<br>"Black<br>Gaines<br>"<br>"<br>"<br>" | 3930.00<br>349.25<br>361.51<br>130.00<br>1366.05<br>11,842.34<br>496.00<br>11,893.36<br>12,051.46<br>13,674.29<br>2690.00 |
|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
|                                                                           |                                                                                                                                                                                                                                                                                                                                                                                 |                                                | 58,784.26                                                                                                                 |

CERTIFICATE FOR ORDER CANVASSING BOND ELECTION

40

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:

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 lson anne County Clerk 20 (SEAL)

TO COUNT

Havino th Februan de Judge County

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#### ORDER CANVASSING BOND ELECTION

THE STATE OF TEXAS COUNTY OF FORT BEND FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12

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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 OF PURCHASING, ACQUIRING, PURPOSE THE CONSTRUCTING, COMPLETING, CARRYING BUILDING, 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: <u>4</u> Votes Against: <u>0</u>

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.

1

MARSHA GAINES, TAX COLLECTOR, RE: APPROVAL OF REFUND TO XEROX CORP. IN THE AMOUNT OF \$3,274.67: 8.

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.

#### MRS. KATHY HYNSON, COUNTY TREASURER, RE: REQUEST TO VOID OUTSTANDING 9. 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.

-2-

Tax Assessor-Collector

approved

8

00815

0030

COUNTY OF FORT BEND

P. O. Box 399 Richmond, Texas 77469 (713) 342-3411

February 18, 1986

TO: Commissioner's Court FROM: Marsha P. Gaines RE: Refund Approval

Marsha P. Gaines

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.

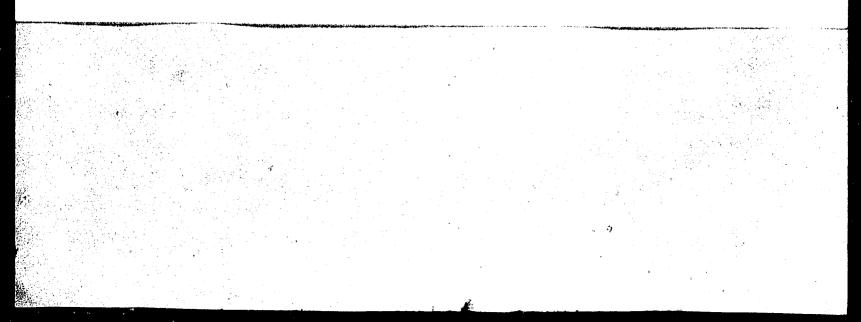
This refund was generated when the Central Appraisal District lowered the taxable value of the account after payment had already been received.

Please call me if you have any questions.

Sincerely, la fine

Marsha P. Gaines

MPG:pw



| <br>0030                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                 |                                                                             | DE                                         |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------------------|--------------------------------------------|--|--|--|
| State Property Tax Board<br>Tax Refund Application 31.11(4/82)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                 |                                                                             |                                            |  |  |  |
| AP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | PLICATION FOR TAX                                               | REFUND                                                                      |                                            |  |  |  |
| Collecting Office Name: Fort Ben                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1 County                                                        |                                                                             |                                            |  |  |  |
| Collecting Tax For:Fort_Bend_Collecting Tax For:Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_Fort_Bend_F | ounty Tax Assessor<br>(Taxing U                                 | C<br>Inits)                                                                 | <u></u>                                    |  |  |  |
| P 0 Box 399                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Richmond, Tx. 77                                                | 7469                                                                        |                                            |  |  |  |
| City, State, Zip Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                 |                                                                             |                                            |  |  |  |
| In order to apply for a tax refund, the follo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                 | provided by the taxos                                                       |                                            |  |  |  |
| IDENTIFICATION OF PROPERTY OWNE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | -                                                               |                                                                             | ly01.                                      |  |  |  |
| Name: Xerox Corp 15G Taxe<br>Address: Xerox SQ Loc 867 Re                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                 | per                                                                         |                                            |  |  |  |
| Address: <u>ACTOX SU LOC 007 Re</u><br>Telephone Number (if additional informat                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                 |                                                                             |                                            |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1 Duanautu Lasaa                                                | t Faulta AMA                                                                |                                            |  |  |  |
| Description of Property:PerSona                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | al Property Leased                                              | 1 Equip. 9800-C                                                             | 00-3115-5936                               |  |  |  |
| Address or Location of Property:<br>Account Number of Property 10-9960-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | -24-000-0010                                                    | ay Dessist Mumber                                                           | 10 2 70 7                                  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                 | ax Receipt Number: _                                                        |                                            |  |  |  |
| INFORMATION ON PAYMENT OF TAXE:<br>Name of Taxing Unit Year for                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 3:                                                              |                                                                             | Amount of Ta                               |  |  |  |
| From Which Refund Which Refund                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Date of the                                                     | Amount of                                                                   | Tax Refund                                 |  |  |  |
| Is Requested Is Requested                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Tax Payment                                                     | Taxes Paid                                                                  | Requested<br>s 3,274,67                    |  |  |  |
| 1. <u>FT BND CNTY</u> 19 <u>84</u><br>2. <u>19</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | / 19 00                                                         |                                                                             | _ •                                        |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | / 19                                                            | \$                                                                          | \$                                         |  |  |  |
| Taxpayer's reason for refund (attach supporting documentation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                 |                                                                             |                                            |  |  |  |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | UNLASED                                                         |                                                                             |                                            |  |  |  |
| "I hereby apply for the refund of the abo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ve-described taxes and cert                                     | lify that the information                                                   | i have given on this                       |  |  |  |
| is true and correct."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                 | . ^                                                                         |                                            |  |  |  |
| Jusille Conversi                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Tof Apeciali                                                    |                                                                             | man 11,1                                   |  |  |  |
| Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | -                                                               |                                                                             | lication for Tax Rei                       |  |  |  |
| DETERMINATION FOR TAX REFUND:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Approval                                                        | Disapproval                                                                 |                                            |  |  |  |
| ——————————————————————————————————————                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                 | De                                                                          |                                            |  |  |  |
| Signature of Authorized Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                 |                                                                             |                                            |  |  |  |
| Signature of Authorized Officer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                 |                                                                             |                                            |  |  |  |
| Signature of Presiding Officer(s) of Taxing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                 | De                                                                          | ite                                        |  |  |  |
| •<br>•                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                 | De                                                                          | lte                                        |  |  |  |
| Signature of Presiding Officer(s) of Taxing<br>Unit(s) for refund applications over \$50                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0                                                               |                                                                             |                                            |  |  |  |
| Signature of Presiding Officer(s) of Taxing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 0<br>oregoing record shall be subje<br>2 years and/or a fine of | ict to one of the following<br>not more than \$5.0                          | penalties; 1. Impriso<br>00 or both auch ( |  |  |  |

DEC 16 1985

0030



JOYCE TOMPKINS

COUNTY AUDITOR

County of Fort Bend

P. O. DRAWER 549 RICHMOND, TEXAS 77469

DATE: January 16, 1986 TO: Commissioners Court FROM: Joyce Tompkins, County Auditor 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> # 90-0172-7 <u>PAYEE</u> Xerox Corporation <u>AMOUNT</u> \$ 3,274.67

## 00'30

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   |
|-------------------------|----------|
| FIE 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 |

## AS PER ORIGINAL

|                                                    |                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                |                                                |                  |                               |                                            | ang gan din merupakan seman se mananang | QNB Approval No (                             | 2348-999                |
|----------------------------------------------------|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------------------------------------------|------------------|-------------------------------|--------------------------------------------|-----------------------------------------|-----------------------------------------------|-------------------------|
| FEC                                                | DERAL (                           | ASSISTAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | NCE                            | 8. APPLI<br>CANT'S<br>APPLI-<br>GATION         | e. NULIBER       |                               | 3 BTATE<br>APPLI-<br>CATION<br>IDENTI-     | a NUMBER                                |                                               | 00;                     |
| CIP<br>BUDANBBI<br>Indent ap-<br>propriate<br>basi |                                   | otice of intent (<br>Reapplication<br>Infligation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | OPTIONAL                       | HDENTI-<br>PIEP                                | b. DATE<br>19 86 | w <b>monih day</b><br>5 02 19 | PIER<br>NUTA IN BE<br>ASSIUNED<br>BY STATE | DATE ABBIGNED                           | l'aur mailt<br>10                             | k day                   |
|                                                    |                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                | Loo re<br>Bionh                                |                  |                               |                                            |                                         |                                               |                         |
|                                                    | PLICANT/RECH                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                | -                                              | <u> </u>         |                               |                                            |                                         | TION NUMBER (EIN)                             |                         |
| e. Appleant N<br>b. Channisatio                    |                                   | 'ort Bend<br>istrict A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                |                                                | ice              |                               | 1-/                                        | 46001969                                |                                               |                         |
| e Brust/P.Q.                                       | . <b>Ben</b> Co                   | ounty Cou                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                | se                                             |                  |                               | PRO-                                       |                                         | • <u> 8  7   •   1</u>                        | 202                     |
| 6. City<br>I Blanc                                 |                                   | ichmond                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                | e County<br>s. ZiP Cod                         | Fort             |                               | IProm CP                                   | 10.41                                   |                                               |                         |
|                                                    |                                   | exas<br>rank Foll                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ie                             | 8. 6H- VAN                                     | • 77469          |                               |                                            | • TITLE                                 | Special Cri                                   |                         |
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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 MAIN-TENANCE 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

> INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND THE COUNTY OF <u>COLORADO</u>

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of <u>Colorado</u>, hereinafter referred to as <u>"Colorado</u>"

WHEREAS, <u>Colorado</u> desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

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WHEREAS, the governing body of <u>Colorado</u> has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist <u>Colorado</u> 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 <u>Colorado</u> 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 <u>Colorado</u> monthy for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by <u>Colorado</u> 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 <u>Colorado</u>, 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 <u>Colorado</u> 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.

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- 6. It is understood and agreed between the parties that it will be the respnsibility of <u>Colorado</u> (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 <u>Colorado</u> 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 <u>Colorado</u> 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 <u>December 31, 1986</u>

alla SIGNED this 19 day of 195 THE COUNTY OF TEXAS

ATTEST: traute

, County Clerk SIGNED this 24th day of February, 1986.

THE COUNTY OF FORT BEND, TEXAS

Ah County Judge

. County Clerk

### INVOICE

#15

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:

RE :

February 18, 1986

Contractor's Payment Application #4
 Architect's Supervision Fee

**PROJECT:** 

FORT BEND COUNTY LAW ENFORCEMENT ACADEMY

Contractor's Payment Application #4: \$23,664.50 Architect's Supervision: (23,664.50 x 8.5% x 20%)

DUE ARCHITECT:

\$402.30

CHRIS DI STEFANO, AIA

cc: Kathy Hynson, Co. Treasurer Karl Baker, Co. Engr. Office

| TO (OWNER): Ft. Bend County Commission                                                                                                                                                                                                                                                                                                                                                                                                | y Commission                                                                                                                                         | TO (OWNER): Ft. Bend County Commission provint. Fort Be                                                                        | Bend Law Enforcement                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                 | PAGE ONE OF PAGES                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| P. O. Box 368<br>Richmond, TX 77469                                                                                                                                                                                                                                                                                                                                                                                                   | 7469                                                                                                                                                 | PKUJELI: Academy<br>Academy<br>Richmon                                                                                         | Academy<br>Richmond, TX                                                                                                                                                                                                                                    | APPLICATION NO: 4<br>PERIOD TO: 2–17–86                                                                                                                                                                                                                                         | Distribution to:                                            |
| FROM (CONTRACTOR): The Marton C<br>8234 Braniff<br>Houston, TX<br>CONTRACT FOR: Complete Constru                                                                                                                                                                                                                                                                                                                                      | <pre>R): The Marton Co., Inc.<br/>8234 Braniff<br/>Houston, TX 77061<br/>Complete Construction</pre>                                                 | VIA (ARCHITECT):                                                                                                               | Christopher Di Stefano<br>2500 City West Blvd.<br>Suite 2010<br>Houston, TX 77042                                                                                                                                                                          | ARCHITECT'S<br>PROJECT NO:<br>CONTRACT DATE: 10–18–85                                                                                                                                                                                                                           | B5                                                          |
| CONTRACTOR'S APPLICATION FOR PAY                                                                                                                                                                                                                                                                                                                                                                                                      | PLICATION F                                                                                                                                          | <b>OR PAYMENT</b>                                                                                                              | Application is made for Payment, as shown below, in c<br>Continuation Sheet, AIA Document G703, is attached                                                                                                                                                | Application is made for Payment, as shown below, in connection with the Contract.<br>Continuation Sheet, AIA Document G703, is attached.                                                                                                                                        | ion with the Contra                                         |
| CHANGE ORDER SUMMARY                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                      |                                                                                                                                | 1. ORIGINAL CONTRACT SUM                                                                                                                                                                                                                                   | M                                                                                                                                                                                                                                                                               | 170,550-00                                                  |
| Change Orders approved in<br>previous months by Owner<br>TOTAL                                                                                                                                                                                                                                                                                                                                                                        | ADDITIONS                                                                                                                                            | DEDUCTIONS                                                                                                                     | <ol> <li>2. Net change by Change Orders</li> <li>3. CONTRACT SUM TO DATE (Line 1 ± 2)</li> <li>4. TOTAL COMPLETED &amp; STORED TO DATE</li> </ol>                                                                                                          |                                                                                                                                                                                                                                                                                 | 685.00<br>171,235.00<br>171,235.00                          |
| d this                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                      |                                                                                                                                | (Column G on G703)                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                 |                                                             |
| ONE 2-10-85                                                                                                                                                                                                                                                                                                                                                                                                                           | 685.00                                                                                                                                               |                                                                                                                                | <ul> <li>a. 5 % of Completed Work</li> <li>(Column D + E on G703)</li> <li>b. — % of Stored Material</li> <li>(Column F on G703)</li> </ul>                                                                                                                | ork s <u>8,561.75</u><br>3)<br>al s <u>-0-</u>                                                                                                                                                                                                                                  |                                                             |
| TOTALS                                                                                                                                                                                                                                                                                                                                                                                                                                | 685.00                                                                                                                                               |                                                                                                                                | Total in Column 1 of C703)                                                                                                                                                                                                                                 | 703)                                                                                                                                                                                                                                                                            | 8,561.75                                                    |
| Net change by Change Orders                                                                                                                                                                                                                                                                                                                                                                                                           | +685.00                                                                                                                                              |                                                                                                                                | 6. TOTAL EARNED LESS RETAINAGE                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                 | s 162,673.25                                                |
| 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. | that to the best of the (<br>ered by this Applicatio<br>intract Documents, tha<br>which previous Certifi<br>the Owner, and that o                    | Contractor's kncwledge,<br>n for Payment has been<br>t all amounts have been<br>cates for Payment were<br>urrent payment shown | <ul> <li>(Line 4 less Line 5 Total)</li> <li>7. LESS PREVIOUS CERTIFICATES FOR Received<br/>PAYMENT (Line 6 from prior Certificate)</li> <li>8. CURRENT PAYMENT DUE</li> <li>9. BALANCE TO FINISH, PLUS RETAINAGE</li> <li>(Line 3 less Line 6)</li> </ul> | · · · · · · · · · · · · · · · · · · ·                                                                                                                                                                                                                                           | 139,008.75<br>23,664.50                                     |
| CONTRACTOR: The Marton Co., Inc.                                                                                                                                                                                                                                                                                                                                                                                                      | Co., Inc.                                                                                                                                            |                                                                                                                                | State of: Texas                                                                                                                                                                                                                                            | County of: Harris                                                                                                                                                                                                                                                               | Ø                                                           |
| AN EDIAR                                                                                                                                                                                                                                                                                                                                                                                                                              | Date:                                                                                                                                                | 2-17-86                                                                                                                        | Subscribed and sworn to before me this<br>Notary Public: Pamela L. Haag<br>My Commission expires: 8-21-89                                                                                                                                                  | fore me this 17th day of Haag                                                                                                                                                                                                                                                   | Feb. ,19 86                                                 |
| ARCHITECT'S CERTIFICATE FOR PAYMENT                                                                                                                                                                                                                                                                                                                                                                                                   | ICATE FOR I                                                                                                                                          | AYMENT                                                                                                                         | AMOUNT CERTIFIED                                                                                                                                                                                                                                           | AMOUNT CERTIFIED                                                                                                                                                                                                                                                                | 3 664.50<br>It applied for.)                                |
| 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 Documenas, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.                     | uments, based on on-si<br>, the Architect certifies<br>irmation and belief the<br>accordance with the Co<br>of the AMOUNT CER1<br>of the AMOUNT CER1 | te observations and the<br>to the Owner that to the<br>Work has progressed as<br>ontract Documenics, and<br>TFIED.             | ARCHITECT:<br>By: Chine Dr. Attention Date: 2-18-SU<br>This Certificate is not negotiable The AMOUNT CERTIFIED is payable only to the<br>Contractor named herein. Issuance, payment and acceptance of payment are without                                  | By:       Date:       Date:       D-18-86         By:       China Drive       Date:       D-18-86         This Certificate is not negotiable       The AMOUNT CERTIFIED is payable only to the Convractor named herein. Issuance, payment and acceptance of payment are without | 2 - 18-86<br>is payable only to th<br>of payment are withou |

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AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAINTINE • MAY 1983 FINITION • 414 • • ± 1983

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AIA DOCUMENT G703 (Instructions on reverse side) PAGE 2 of 2 PAGES

CONTINUATION SHEET

1

ARCHITECT'S PROJECT NO: Ft. Bend Law Enforcement 310.00 105.00 275.00 1,230.00 450.00 245.00 1,202.75 1,397.75 8,561.75 55.00 165.00 370.00 375.00 125.00 325.00 100.00 1,112.00 270.00 34.25 325.00 90.00 RETAINAGE BALANCE TO FINISH IC - C) 2-17-86 APPLICATION DATE: 2-17-86 Academy မှ မှ ቀ þ ሳ မှ þ þ ሳ ት þ þ မှ ę þ þ þ မှ þ þ þ I PERIOD TO: **APPLICATION NUMBER:** ں رو ب رو ب 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 10 TOTAL COMPLETED AND STORED TO DATE (D+E+F) 2,500.00 22,240.00 24,055.00 9,000.00 6,500.00 2,000.00 27,955.00 24,600.00 7,400.00 7,500.00 171,235.00 685.00 1,100.00 6,200.00 2,100.00 5,500.00 4,900.00 6,500.00 1,800.00 5,400.00 3,300.00 υ MATERIALS PRESENTLY STORED (NOT IN D OR E) þ þ . |þ þ မှ ሳ þ þ ት မှ ት ሳ ቀ þ မှ မှ မှ မှ မှ þ u. 19,210.00 2,405.50 2,795.50 900.006 2,224.00 FROM FREVIOUS THIS PERIOD APPLICATION (D + E) 685.00 2,700.00 7,500.00 þ မှ မှ ę ሳ þ မှ မှ မှ မှ မှ þ ģ WORK COMPLETED 4 4 AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Use Column I on Contracts where variable retainage for line items may apply 2,700.00 6,500.00 1,100.00 6,200.00 24,600.00 8,100.00 1,800.00 2,100.00 5,500.00 20,016.00 21,649.5d 25,159.50 152,025.00 3,300.00 7,400.00 4,900.00 2,500.00 6,500.00 2,000.00 þ þ ۵ In tabulations below, amounts are stated to the nearest dollar. 685.00 6,500.00 \$ 1,800.00 \$ 5,500.00 \$ 1,100.00 \$ 5,400.00 \$ 6,200.00 \$ 2,100.00 \$24,600.00 \$ 3,300.00 \$ 9,000.00 \$ 7,400.00 \$ 4,900.00 \$ 2,500.00 \$ 6,500.00 \$22,240.00 \$24,055.00 171,235.00 \$ 7,500.00 \$ 2,000.00 \$27,955.00 SCHEDULED U ഹ Contractor's signed Certification is attached. CHALK & TACK BOARDS DESCRIPTION OF WORK PAINTING, VWC, ETC ACUSTICAL CEILINGS CARPET, VCT, BASE TOILET PARTITIONS MOVABLE PARTITION FINISH CARPENTRY GLASS & GLAZING CHANGE ORDER #1 ROUGH CARPENTRY FINISH HARDWARE GYPSUM DRYWALL ALUMINUM WORK MISC. METALS CERAMIC TILE WOOD DOORS ELECTRICAL CONCRETE PLUMBING HVAC <

00825

G703-1983

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

00826

INVOICE FOR COURT AGENDA MONDAY, MARCH 3, 1986

#16

TO:

Hon. Jodie Stavinoha, County Judge Ft. Bend County Commissioners Court P.O. Box 368 Richmond, Texas 77469

2500 CityWest Blvd., Suite 2010

CHRISTOPHER DI STEFANO & ASSOCIATES, INC.

77042

FROM:

DATE :

RE:

February 20, 1986

ARCHITECTURAL SERVICES

Houston, Texas

**PROJECT:** 

Estimated construction cost: \$7,300,000 Architect's fee @ 7%: \$511,000 \*

FORT BEND COUNTY COURTHOUSE ANNEX II

Per Agreement, 15% of fee due at Schematic Design

 $(511,000 \times 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, AIA

cc: Kathy Hynson, County Treasurer

RESOLUTION

826-A

the Future Farmers and Vocational Agriculture program in WHEREAS, Texas schools have proven to be valuable and constructive over many years; and well-meaning school reforms, passed in 1984, have been used WHEREAS, 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 Vocational Agriculture and Future Farmers of America are WHEREAS, worth the effort to save because of their intrinsic value to the rural and urban education process; and Texas Agriculture Commissioner Jim Hightower and other WHEREAS, 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 <u>Fort Bend</u> on this day, <u>FEBRUARY 24, 1986</u>, wholeheartedly endorses and adopts this resolution.

FORT BEND COUNTY COMMISSIONERS COURT

ву: О ventote L) JODIE E. STAVINOHA, COUNTY JUDGE

DIANNE WILSON, COUNTY CLERK

#18

CHARLIE KALKOMEY SURVEYING, INC. 1702 WALGER STREET

ROSENBERG. TEXAS 77471

CHARLIE KALKOMEY REGISTERED PUBLIC SURVEYOR

River View

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 EEING 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 feat 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 degraes 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 wie 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 Fipe 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 Fipe 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 Kalkoney, RPS No. 1399 December 14, 1977

0030

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0030

#### CHARLIE KALKOMEY SURVEYING, INC. 1702 WALGER STREET

ROSENBERG, TEXAS 77471

CHARLIE KALKOMEY REGISTERED PUBLIC SURVEYOR

FRAZE DK

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

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 Laborer

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

-4-

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| 0030       | )        |         | Ĩ        | EVIEW BY F  | ORT BEND C     | OUNTY COMM  | ISSIONER | S COURT |           |            |
|------------|----------|---------|----------|-------------|----------------|-------------|----------|---------|-----------|------------|
|            | On this  | 3       | 24th     | _ day of    | Febru          | ary         | , 19     | 86      | , before  | the        |
| Fort Bend  | County   | Commis  | ssioners | Court cam   | e on to be     | heard and   | reviewe  | d the a | ccompanyi | ing        |
| notice of  |          | Fort I  | Bend Tel | Cephone Com | pany           |             |          |         |           |            |
| dated      | Februar  | ry 19,  | 1986     | , perm      | it no          | 80728       | •••      | to      | make use  | of         |
| certain Fo | ort Bend | i Coun  | ty prope | erty subjec | t to, "A R     | levised Ord | er Regul | ating t | he Laying | 3          |
| Constructi | ion, Mai | intena  | nce, and | l Repair of | Buried Ca      | bles, Cond  | uits and | Pole L  | ines, In  |            |
| Under, Acı | coss or  | Along   | Roads,   | Streets, H  | ighways an     | d Drainage  | Ditches  | in For  | t Bend    |            |
| County, Te | exas, Ur | nder ti | he Juris | diction of  | the Commi      | lssioners C | ourt of  | Fort Be | nd County | <b>7</b> : |
| Texas," as | s passed | i by t  | he Commi | issioner Co | urt of For     | t Bend Cou  | nty, Tex | as, dat | ed the    |            |
| 17th_      | day      | y of _  | Mai      | И           | , 19 <u>82</u> | , recorded  | in Volu  | me      |           |            |
| of the Min | nutes of | f the ( | Commissi | ioners Cour | t of Fort      | Bend Count  | y, Texas | , to th | e extent  |            |
| that such  | order i  | is not  | inconst  | istent with | Article 1      | .436a, Vern | on's Tex | as Civi | 1 Statute | 28.        |
| Upon Motio | on of Co | ommiss  | ioner _  | Denha       | m              | , seco      | nded by  | Commiss | ionér     |            |
| Pr         | ussle    | <u></u> | , duly   | y put and c | arried, it     | is ORDERE   | D, ADJUD | GED AND | DECREED   | that       |
|            |          |         |          | pose is her |                |             |          |         |           | ,          |
| of Fort Be | end Cour | nty, T  | exas, a  | nd that sai | d notice b     | pe placed o | n record | accord  | ing to    |            |
| the regula | ation of | rder t  | hereof.  | ,           |                |             |          |         |           |            |

1 Kuchuk BY ENGINEER COUNTY

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

21

CLERK OF COMMISSIONERS COURT

Elida Koz BY Deputy

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

00831

App1. # 80728

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, Assistant Engineer

2-20-86 Date (1) Complete Application Form Name of road, street and/or a. highway affected Map or plat showing course or direction b. Plans and specifications. c. (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 00832 (To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. PERMIT NO.

Formal notice is hereby given that <u>Fort Bend Telephone Company</u>, propose to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across proposes 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 I |              | : Distance & Direction From :  |                 |          |          |                                              |  |  |  |
|-----------|--------------|--------------------------------|-----------------|----------|----------|----------------------------------------------|--|--|--|
|           | <sup>[</sup> | : Nearest Intersection :       | <u>Crossing</u> | : Bored  | : Jacked | : Driven : Cased                             |  |  |  |
| William   | School Rd    | ;<br>1 721' southwest of Baker | 63'             | :<br>: X | : ;      | ; ; ;<br>; ^                                 |  |  |  |
|           | • •          | : ;                            | ; ;             |          | ; ;      | : :                                          |  |  |  |
|           |              | <u>:</u> ;                     | ·               |          | <u>·</u> | ::                                           |  |  |  |
|           | •            | : ;                            | ,               | •        | : ;      |                                              |  |  |  |
|           |              | •                              |                 | •        | : ;      | : :                                          |  |  |  |
|           | :            | : ;                            |                 |          | : ;      | :                                            |  |  |  |
|           |              | :                              |                 | :        | :;       | <u>;                                    </u> |  |  |  |
|           | :            | : :                            | 1               |          | : :      | :                                            |  |  |  |
|           | ;            | <u>:;</u>                      |                 | 1        | :;       | : · ·                                        |  |  |  |

Cable, Conduit and/or Pole Line To Parallel Following County Roads and/or Ditches Within Right of Way

|                        | Distance & Direction From<br>Nearest Intersection | : To ::                 | Distance |
|------------------------|---------------------------------------------------|-------------------------|----------|
| :<br>William School Rd | 373' southwest of Bake                            | :<br>t 969' southwest : | 596'     |
| :                      |                                                   |                         |          |
|                        |                                                   | :<br>::                 |          |
|                        |                                                   | :<br>::                 |          |

**General Description** 

Beginning at a point approximately 373 feet southwest of the northern

intersection of William School Road and Baker Road. Thence, going approxi-

mately 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.<br>AGENT and/or OWNER<br>(accessible 24 hrs/day, 7 days/week: |  |  |  |  |  |  |
|-----------------------------------------------------------------------------------------------------|--|--|--|--|--|--|
| (Signature)                                                                                         |  |  |  |  |  |  |
| (Signature)                                                                                         |  |  |  |  |  |  |
| NAME & TITLE Mike Smerek Engineer                                                                   |  |  |  |  |  |  |
| (Please Print)                                                                                      |  |  |  |  |  |  |
| DATE: February 19, 1986                                                                             |  |  |  |  |  |  |
| ADDRESS <u>P. O. Box 1127</u>                                                                       |  |  |  |  |  |  |
| (Street/P.O. Box)                                                                                   |  |  |  |  |  |  |
| Rosenberg, TX 77471                                                                                 |  |  |  |  |  |  |

TELEPHONE NO: 342-4651

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|          | KLAUKE ROAD                         | ATIONS:<br>per day                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |
|          | SITE ON                             | SPECIFICATIONS:<br>cu. yds. per day       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |
|          | Y LANDFILL                          | REMARKS<br>DOES NOT MEET<br>to remove 100 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |
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|          | FROM THE                            |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |
|          | SOIL                                | BID PRICE<br>\$.50 CU.YD.                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |
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|          | COMPANY<br>SCHRAMME<br>CONSTRUCTION |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |
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BID ITEM: PURCHASE OF SIXTY (60) DOZEN INMATE COVERALLS

BID NUMBER: 86-16

## 0030

### VENDORS NOTIFIED BY LETTER

#### COMPANY

SUBMITTED

NO BID

NO BID ATO BID

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D

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.

0083525 2)

BID ITEM: PURCHASE OF ONE (1) PLAIN PAPER COPIER

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 CORF

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 CARPETF) INTERIOR FASHIONS

## Open bids for printing of 1986 Primary Election ballots:

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

### A) HARIGRAPHICS

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 HARIGRAPHICS 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.

SUBMITTED

1

V

BID ITEM: PURCHASE AND INSTALLATION OF CARPET

BID NUMBER: 86-18

#### VENDORS NOTIFIED BY LETTER

#### COMPANY

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 RESOLUTES

STARCARPET Rosenherg Carpet Interior Fashions

BID ITEM: PRINTING OF 1986 PRIMARY ELECTION BALLOTS

DOGO BID NUMBER: 86-19

### VENDORS NOTIFIED BY LETTER

### COMPANY

CLARK & COURTS

CURTIS 1000

HARTGRAPHICS

STAFFORD-LAUDON LOUNDEN

STANDARD PRINTING AND LITHOGRAPHING CO.

WALRAVEN

SUBMITTED

1. 1 (m. 936

14,025.00

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, ariuette DEPUTY



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

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN 13 THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON DAY OF \_\_\_\_\_\_, 19 86 \_\_\_\_ 839 STARTING WITH VOLUME NUMER 30 PAGE NUMBER

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DIANNE WILSON, COUNTY CLERK FORT BEND COUNTY, TEXAS

BY <u>Alice Arinette</u> DEPUTY

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### 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 Constructon 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. <u>1:30 p.m.</u> 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.

Approve bills ELLED FOR RECORD 20. 3:40 M Adjournment mo -21. FEB271986 Y Clark. Fort Band Co., Tax Jodie Stavinoha, County Judge Ε.

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 \_\_\_\_\_ by \_\_\_\_\_

#### 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 LUITS       | 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

> > -1-

**TEXAS JUSTICE COURT TRAINING CENTER** 

Southwest Texas State University San Marcos, Texas 78666 (512) 245-2349

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 Cupital            |
| Release \$ 250,000,           |
| Inuis Co permigail            |
| Receipt # <u>89438RC2</u>     |
| Due Date                      |
| •                             |

FORT BEND COUNTY CHANGES IN DEPOSITORY PLEDGES CONTRACTS WITH JEVEL. Cipital Release \$ 250,000, <u>W.Tex Mun Whr Dist</u> Receipt # 662837661 Due Date 25, 9/187

| FORT BEND COUNTY              |
|-------------------------------|
| CHANGES IN DEPOSITORY PLEDGES |
| CONTRACTS                     |
| WITH Texas Capital            |
| Release \$ 250,000            |
| Ft. Worth TX GP.              |
| Receipt # <u>349424U9</u> 0   |
| Due Date 3/189                |

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                      |
|                               |
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2

FORT BEND COUNTY CHANGES IN DEPOSITORY PLEDGES CONTRACTS

| WITH       |  |
|------------|--|
| Pledged \$ |  |
|            |  |

| Receipt | # |  |
|---------|---|--|
|         |   |  |

Due Date \_\_\_\_

FORT BEND COUNTY CHANGES IN DEPOSITORY PLEDGES CONTRACTS

| WITH                                   |
|----------------------------------------|
| Pledged \$                             |
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| 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

| ccompanied by the following persons:                                 |   |
|----------------------------------------------------------------------|---|
| Dianne Wilson                                                        |   |
| D. 1- D- talet                                                       |   |
| Fantene Kandolph                                                     |   |
| Glenda Derbit                                                        |   |
|                                                                      |   |
|                                                                      |   |
| Period: Date of Departure april 23                                   |   |
| 1.12-                                                                |   |
| Date of Return (4prul d5                                             |   |
| Purpose of Trip: Probate Workshop                                    |   |
|                                                                      |   |
|                                                                      |   |
| Places to be Visited:                                                |   |
|                                                                      |   |
|                                                                      |   |
| Mode of Transportation                                               |   |
|                                                                      |   |
| auto, airline, etc.) personal auto                                   |   |
| (State whether by personal<br>auto, airline, etc.) personal auto<br> | ر |
| Name                                                                 |   |
| 3/26/86 County Clerk                                                 |   |
| Date Title                                                           |   |
| · · · · · · · · · · · · · · · · · · ·                                |   |
|                                                                      |   |
| Approved: Comprissioners' Coult                                      |   |
|                                                                      |   |
| J. Havenshi 3/3/86<br>County Judge Date                              |   |
|                                                                      |   |
|                                                                      |   |
|                                                                      |   |

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per

PINK COPY-Attach to Travel Excent

GOLDENROD COPY-Department Copy

### COUNTY OF FORT BEND

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### **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 Wednesday Hay 21, 1986 |
| ·                    |                                                               | Date of Return Sunday May 25, 1986       |
|                      | Purpose of Trip:                                              | 1986 DATIONAL ANNIAL CONTROL ASSOCIATION |
|                      |                                                               | Conference                               |
|                      | Places to be Visit                                            | ed: Jefferson Parish AniHal Shelter      |
|                      |                                                               |                                          |
| • .                  | Mode of Transpor<br>(State whether by<br>auto, airline, etc.) | nerconal                                 |
| FUNDS AR             | (State whether by auto, airline, etc.)                        | AC unit #5                               |
| UNDS AR<br>AUAILABLE | (State whether by auto, airline, etc.)                        | AC unit # 5                              |
| UNDS AR<br>AUAILABLE | (State whether by                                             | AC UNIT # 5                              |

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per D

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

### COUNTY OF FORT BEND

### **Travel Authorization**

# TO: COMMISSIONERS' COURT

<u>Jodie E. Stavinoha</u> Date of Departure March 12, 1986 Period: Date of Return <u>March 14, 1986</u> Purpose of Trip: State Health Dept., Resource & Recovery Commitee Meeting Places to be Visited: <u>Austin</u>, Texas (State whether by personal (State whether by personal Personal Auto Mode of Transportation 2-27-86 COUNTY JUDGE Date Title Approved: Commissioners' Court <u>3-3-86</u> Date County Judge

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy · Per Diem PINK COPY-Attac

GOLDENROD COPY---Department Co

## 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:

- ... Date of Departure June 16, 1986 Period: 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 Personal auto auto, airline, etc.)\_ Hene Weleasyk District Clerk Title -27-86 Date Approved: Commissioners' Court 3-3-86 ounty Judge Date

WHITE COPY-Commissioners Court Copy

CANARY COPY---Treasurer's Copy - Per Diem

PINK COPY---Attach to Travel Expense

GOLDENROD COPY-Department Copy

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 at a later date.

0030



713/342-6116

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.

Sinceroly oye Gus George

Gus George Sheriff

GG/en

cc: Mrs. Dianne Wilson

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 desscribed 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 <sup>•</sup> 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: 0030

# 0030

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 Title: TARTNER

"Lessor"

### FORT BEND COUNTY

By:\_\_\_\_ Title:

"Lessee"

TESCORP, INC., a Texas corporation, ("Lessor") for and in consideration of the agreements of 277 3 e E/2 C c u d T V("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  $1, 2 \neq 3$  and the space labeled  $\underline{\forall x \times x \times NowEX}$  on Exhibit "B". This Lease is for a term of one (1) year beginning  $\underline{\sqrt{ANUARY}}$ ,  $\underline{1985}$ .

A. Agreements of Lessee. Lessee, in consideration of said leasing, agrees:

1. To pay rent for the Premises of the sum of <u>Six</u> <u>HUNDELS</u> FIFTY <u>DellARS</u> (#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 ther object or purpose without written consent of Lessor, and to not use remises 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 r making such repairs or alterations as may be necessary for safety or recrvation 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 of, or to Premises, or any part thereof, or for any work to be done or merials to be furnished on or to Premises, or any part thereof, without

**GO30** 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 indebtednese).

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

-2-

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.

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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.

-3-

**GO30** B. <u>Agreements of Lessor</u>. 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 dimunition 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

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the Lessor shall have no responsibility or liability for any such interruption, 0030 curtailment, stoppage, or suspension of utilities. Lessor agrees to use its best efforts to minimize interruptions in supply of utilities to the Fremises.

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 Premisesshall 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.

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9. It is agreed that if any provision of this Lease shall be determined 0030 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. J. BEX 368 RICHMEND 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 rd day of JAN. 1985 "Lessor" TESCORP, INC. By: 1. Title: Senior Vice "Lessee" FORT BEND COUNTY By: Order E. Starinoha Titles COUNTY VUPGE

-6-

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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.

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.S. BOX 368 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 day of JAN. 1985 "Lessor" TESCORP, INC. Title: . "Lessee" FORT BEND COUNTY By: Ordu E. Stavinsta Titles COUNTY Suppe

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ENHIBIT "A"

### 0030

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### TRACT I:

A 1.38 acre tract of land out of a Call Parcel #4, Vol. 438, Fg. 53; Deed Records, being the remainder of Lot #8, of the B. F. Wood Subdivision (Vol. 225, Fg. 68; Deed Pecords), of Tracts #654, #655, #689 and #690 of Magnolia Place, (Vol. 2, Fg. 6; Plat Fecceds), Thomas Gleason Survey, Abstract #124, Fort Fend 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 #208;

.THENCE, North 20<sup>0</sup>35' 41" East, along the East line of said 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<sup>0</sup>35' 41" East, along said Highway ±288, 135.0 feet to an iron pipe sat marking the Northwest corner of this Tract;

THENCE, South 89059' 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<sup>0</sup>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<sup>0</sup>59' 47" West, 499.4 feet to the Place of Seginning and containing 1.38 acres of land.

#### TRACT II:

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A 3.177 acre tract of land, (being out of a Call Farcel #4, Vol. 438, Fg. 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, Fg. 6; Plat Records), Thomas Gleason Survey, Abstract #184, Fort Eend 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<sup>C</sup>25' 41" East, along the East line of said Eighway #288, 270.58 feet to an iron pipe found marking the Northwest corner of this Tract;

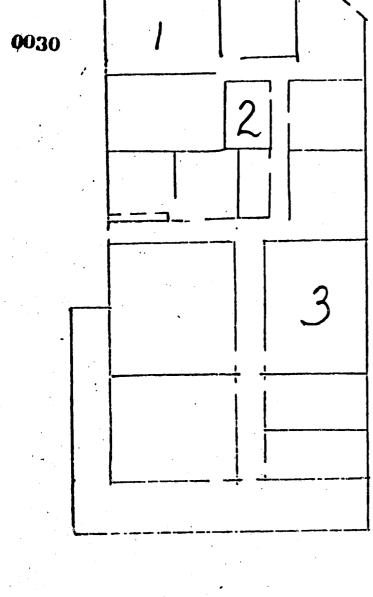
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THENCE, North 89<sup>0</sup>59' 47" East, 499.4 feet to an iron pipe found marking the Northeast corner of this Tract;

THENCE, South 0<sup>0</sup>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°57' 27" West, along the North line of said Sycamore Read, 594.31 feet to the Place of Seginning and containing 3.177 acres of land.





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PRIMARY ELECTION '86

#### 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    |  |

### 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

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| 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.

Sipcerely, bon anne Dianne Wilson

Dianne Wilson County Clerk

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TO COMMISSIONER COURT MARCH 3,1986

# 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 debuttsfinds 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)

#### CHARLIE KALKOMEY SURVEYING, INC. 1702 WALGER STREET

ROSENBERG, TEXAS 77471

0030

CHARLIE KALKOMEY YANDELL ATTENTED PR REGISTERED PUBLIC SURVEYOR

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

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 Enight and White Labor, Abstract 47;

THERCE South 89 degrace 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 656.11 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

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;

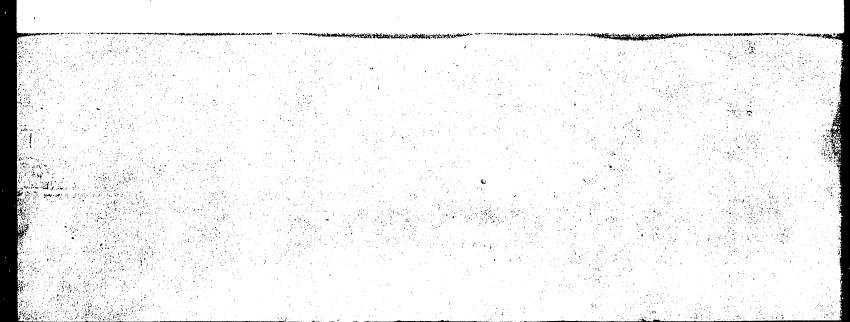
WHEREAS, the County desires to assist the City in the maintenance, repair and construction of streets, roads, and drainage within the corporate limits of said City;

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:

- 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 18th. day of February, 1986. City of Beasley, Texas Kandermann ATTEST: City Secretary

SIGNED this 3rd day of March , 1986.

County of Fort Bend

Stavenothe 26 unty Judge

ATTES Aulson County Clerk



REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT 0030 \_\_\_\_\_day of \_\_\_\_\_\_March\_\_\_\_ \_\_\_\_\_, 19 <u>\_\_86</u>\_\_\_, before the On this 3 Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying City of Rosenberg notice of , permit no. <u>80730</u> to make use of dated February 26, 1986 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 <u>March</u>, 19 <u>82</u>, recorded in Volume of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner \_\_\_\_\_\_\_\_, seconded by Commissionér , duly put and carried, it is ORDERED, ADJUDGED AND DECREED that Nenham 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.

Kuchert

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

CLERK OF COMMISSIONERS COURT

da Kos BY

NOTE: EVIDENCE OF REVIEW BY THE COMMISSIONERS COURT MUST BE KEPT ON THE JOBSITE AND FAILURE TO DO SO CONSTITUTES GROUNDS FOR JOB SHUTDOWN.

| Appl. #8073 | 3 | 07 | 80 | # | • | Appl |
|-------------|---|----|----|---|---|------|
|-------------|---|----|----|---|---|------|

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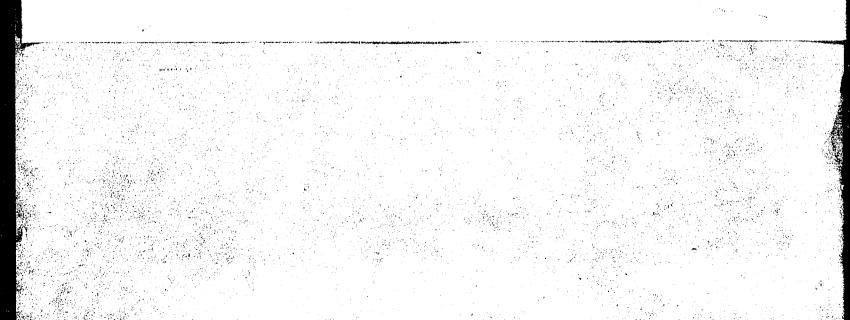
The following "Notice of Proposed Cable, Conduit and/or Pole Line activity in Fort Bend County" and accompanying attachments have been reviewed and the notice conforms to appropriate regulations set by Commissioners' Court of Fort Bend County, Texas.

Karl E. Baker, Assistant Engineer

February 26, 1986 Date

|             | X  | (1)        | Complete Applicat | ion | Form                                            |
|-------------|----|------------|-------------------|-----|-------------------------------------------------|
|             |    |            | <u>x</u>          | а.  | Name of road, street and/or<br>highway affected |
| •           |    |            | <b>X</b>          | Ь.  | Map or plat showing course or direction         |
|             |    |            | x                 | C.  | Plans and specifications.                       |
| <del></del> | NA | (2)        | Bond              |     | <b></b>                                         |
|             |    |            |                   | Per | petual bond currently posted                    |
|             |    |            |                   | -or | -                                               |
|             |    | <b>,</b> · |                   |     | formance bond submitted in the unt of           |

<u>No Bond Required</u>



NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE 00869 ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY (To be Submitted in Quintuplicate)

| TO | COUN. | ΓY | OF | FORT | BEND |
|----|-------|----|----|------|------|
|----|-------|----|----|------|------|

|              | 0030  |
|--------------|-------|
| PRECINCT NO. | 1     |
| PERMIT NO.   | 80730 |
| RECEIPT NO.  |       |

Formal notice is hereby given that <u>The City of Rosenberg</u>, Texas proporto lay, construct, maintain and/or repair a cable, conduit and/or pole line, upon, along proposes 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<br>Nearest Instersection | Length of<br>Crossing | •<br>• Bored      | Type of<br>Jacked | Construc<br>J • Driven | tion<br>Cased |
|--------------------|----------------------------------------------------|-----------------------|-------------------|-------------------|------------------------|---------------|
| -                  |                                                    | 1                     | 1                 |                   | 0                      | 1             |
|                    |                                                    | •                     | •                 | •                 | •                      | •             |
|                    |                                                    |                       | I                 |                   | •                      | 1             |
|                    |                                                    |                       | •                 | 1                 | •                      | •             |
|                    | 1                                                  |                       | •                 | •                 | t                      |               |
|                    |                                                    |                       | · <u>·</u> ······ |                   | 1                      | 8             |
|                    |                                                    | 1                     |                   | •                 | •                      | 1             |
|                    |                                                    |                       |                   |                   |                        |               |
|                    |                                                    | 1                     | 1                 | •                 |                        |               |
| ·                  |                                                    | 1                     | 1                 | 1                 |                        | ·             |
|                    |                                                    | 8                     | t                 | •                 | •                      | •             |

Cable, Conduit and/or Pole Line To Parallel Following County Roads and/or Ditches Within Right of Way

|                                                                                 |                          | - /                                              |                                                  |                                                             |
|---------------------------------------------------------------------------------|--------------------------|--------------------------------------------------|--------------------------------------------------|-------------------------------------------------------------|
| <ul> <li>Distance &amp; Direction From</li> <li>Nearest Intersection</li> </ul> | a<br>t                   | То                                               | Distance                                         |                                                             |
| From 440' ± Northeast of                                                        | 1                        |                                                  | 2004' ±                                          |                                                             |
| State F.M. Road #2218                                                           |                          |                                                  | 1                                                |                                                             |
| й<br>Э                                                                          | 1                        |                                                  | •                                                |                                                             |
| 1                                                                               | 1                        | an de anti-                                      | 1                                                |                                                             |
|                                                                                 | From 440' ± Northeast of | Nearest Intersection<br>From 440' ± Northeast of | Nearest Intersection<br>From 440' ± Northeast of | Nearest IntersectionDistanceFrom 440' ± Northeast of2004' ± |

**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 fourt of Fort Bend County Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the lst day of December lexas, dated the <u>lst</u> day of <u>December</u>, 19 80, recorded in Volume of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes.

### NOTICE

Written notice required 48 hours in advance of construction.

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

Violation of this requirement shall constitute grounds for job shutdown.

INSPECTION FEE: \$25.00

|   | COMPANY NAME:<br>AGENT and/or | City of Rosenberg              |
|---|-------------------------------|--------------------------------|
| ( | OWNER (access                 | sible 24 brs/day, 7 days/week: |
|   |                               | (Signature)                    |
|   | NAME & TITLE                  | Ed Thatcher, City Manager      |
|   |                               | (Please Print)                 |
|   | DATE:<br>ADDRESS              | February 26, 1986              |
|   | MUDRE 33                      | P. O. Box 32                   |
|   |                               | (Street/P.O. Box)              |
|   |                               | Rosenberg, Texas 77471         |

Zip

State

City

TELEPHONE NO.: (713)342-2531

| Û | )7      | A        |
|---|---------|----------|
|   | ~ • • • | <b>U</b> |

| 0087        |                                                                        |                 |                                      |
|-------------|------------------------------------------------------------------------|-----------------|--------------------------------------|
| E           | 0030                                                                   |                 | MEETS ALL SPECIFICATIONS             |
|             |                                                                        |                 | SPECI                                |
|             | •                                                                      | REMARKS         | ETS ALL                              |
| · · ·       | PURCHASE OF SIXTY (60) DOZEN INMATE COVERALLS FOR SHERIFF'S DEPARTMENT | RE              | ME                                   |
|             | HERIFF'S                                                               | ANTEE           |                                      |
|             | FOR S                                                                  | PRICE GUARANTEE | AYS                                  |
| •<br>•<br>• | <b>OVERALLS</b>                                                        | PRICI           | 120 DAYS                             |
|             | INMATE C                                                               | 5.1             | LANCE                                |
|             | DOZEN                                                                  | DELIVERY        | <sup>1</sup> 2 NOW BALANCE           |
|             | (09)                                                                   | DE              | _%<br>1                              |
|             | SIXTY                                                                  |                 |                                      |
|             | SE OF                                                                  | <b>स्थ</b> ।    | <b>\$</b> 7 <b>,</b> 740 <b>.</b> 00 |
|             | PURCHA                                                                 | PRICE           | \$7.7                                |

| COMPANY                          | PRICE      | DELIVERY                                 | PRICE GUARANTEE | ~. |
|----------------------------------|------------|------------------------------------------|-----------------|----|
| GEORGE WERNICK<br>& ASSOC., INC. | \$7,740.00 | <sup>1</sup> 2 NOW BALANCE<br>IN 30 DAYS | 120 DAYS        |    |
| BLAIR GROUP                      | NO BID     |                                          |                 |    |
| MARTIN UNIFORM                   | NO BID     |                                          |                 |    |
| PERTEX TEXTILE                   | NO BID     |                                          | •               |    |

|                                                                                                                                                                                                          |                                                                                               |                                                                              | Form Re                                         | v. Feb. 8                                       | , 1985                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------------|-----------------------------------------------------|
| ••••••••••••••••••••••••••••••••••••••                                                                                                                                                                   |                                                                                               |                                                                              |                                                 |                                                 | 00871                                               |
| Issued By:                                                                                                                                                                                               | Bid I.D. No.                                                                                  | Date Is                                                                      | sued: [                                         | Page No.                                        | No. of Pages                                        |
| Fort Bend County Purchasing                                                                                                                                                                              | 86-17                                                                                         | Feb. 10                                                                      |                                                 | 1                                               | 2                                                   |
|                                                                                                                                                                                                          |                                                                                               | N FOR BIDS<br>31 Dec 86 )                                                    |                                                 |                                                 |                                                     |
| Sealed bids, in duplicate, subj<br>the accompanying Schedule, such<br>data as are attached or incorpo<br>County Judge's Office, Fort Ber<br>until 1:30 P.M., February<br>in the accompanying schedule, a | n other contract p<br>prated by reference<br>nd County Courthou<br>y 24, 19 <u>86</u> , for f | rovisions, speci<br>e in the Schedul<br>se Annex, P. O.<br>furnishing the su | fications<br>e, will b<br>Box 368,<br>pplies or | , drawing<br>e receive<br>Richmond,<br>services | s, or other<br>d at the<br>Texas 77469<br>described |
|                                                                                                                                                                                                          |                                                                                               |                                                                              |                                                 |                                                 |                                                     |
| PURCHASE O<br>Equipment, supplies                                                                                                                                                                        | F ONE (1) PLAI                                                                                |                                                                              |                                                 | et of ev                                        |                                                     |
| each and every one o                                                                                                                                                                                     | f the followin;                                                                               | g specificatio                                                               | ns:                                             |                                                 |                                                     |
| Fort Bend County Com<br>all bids.<br>No proposal may be w                                                                                                                                                |                                                                                               | •                                                                            |                                                 |                                                 | are                                                 |
| binding under "The U                                                                                                                                                                                     | niform Commerc                                                                                | ial Code".                                                                   | -                                               | E TACLIA                                        | - i al                                              |
| By my signature here<br>weet or exceed each                                                                                                                                                              |                                                                                               |                                                                              | DOES                                            | DOES                                            | NOT .                                               |
| Sheri                                                                                                                                                                                                    | om Sparkman<br>Bend County<br>ff Dept.<br>41-4611                                             |                                                                              |                                                 |                                                 |                                                     |
| PLEASE COMPLETE THE                                                                                                                                                                                      |                                                                                               | EL - NO FEAR                                                                 | PEES                                            |                                                 | •                                                   |
| UNIT PRICE \$ <u>16,650</u><br>Academy, Richmond, T                                                                                                                                                      | .00 F.O.B. Fo<br>exas.                                                                        | rt Bend Count                                                                | y Law                                           | Enforce                                         | ement                                               |
| Delivery will be com<br>acceptance by the F<br>time must be shown c                                                                                                                                      | ort Bend Count                                                                                | y Commissione                                                                | alendard<br>ers Cour                            | days a<br>t (Deli                               | after<br>Lvery                                      |
| Bidder guaranties pr                                                                                                                                                                                     | tice for <u>30</u>                                                                            | days.                                                                        |                                                 |                                                 |                                                     |
|                                                                                                                                                                                                          |                                                                                               |                                                                              |                                                 |                                                 |                                                     |
| NAME AND ADDRESS OF BIDDER<br>IBM CORPORATION                                                                                                                                                            |                                                                                               | RSON AUTHORIZED (<br>GN BID:                                                 | 0                                               | DATE                                            | OF BID:                                             |
| PO BOX 1369<br>HOUSTON, TX 79251-136                                                                                                                                                                     | s J.C.M                                                                                       | miny                                                                         |                                                 | 02/14                                           | 186                                                 |
| TYPE OR PRINT SIGNER'S NAME, T<br>AND PHONE NUMBER:<br>T. CASEY FLEMINK.                                                                                                                                 | ITLE                                                                                          | TYPE OR PRINT CO<br>TITLE, AND PHON                                          |                                                 | RSON'S NAL                                      | ме.                                                 |
| BEANCH COALE SPECIA<br>713/940.1655                                                                                                                                                                      | KIST                                                                                          | SALIE                                                                        |                                                 |                                                 |                                                     |
|                                                                                                                                                                                                          | •                                                                                             |                                                                              |                                                 |                                                 | 11 2 2 98 031 21                                    |
| •                                                                                                                                                                                                        | •                                                                                             | •                                                                            |                                                 |                                                 |                                                     |

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#### 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 let legal size paper with tray capacity of at least 500 sheets. . 2. both letter and 🗸

3. Must have the capacity to switch paper sizes automatically. ~

AUTUMATIC DIC. FÉEDER -4. Recirculating document handler.

At least two reduction modes for size copying. 5.

6. Must have the capability to automatically sort at least 50 sets with one programming without having to rearrange the originals. 20-40 BN

7. Automatic on-line stapler with the capacity to staple up to 25 sheets at a time. NO STAREE.

8. Completely automatice 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. 18M

13. A 60-month lease plan may be considered, attach lease plan as an alternate, to this bid.

Form Rev. Feb. 8, 1985

00873

| Issued By:                  | Bid I.D. No.      | Date Issued:  | Page No. | No. of Pages |
|-----------------------------|-------------------|---------------|----------|--------------|
| Fort Bend County Purchasing | 86-17             | Feb. 10, 1986 | 1        | 2            |
|                             | INVITATION FOR BI | DS            |          |              |

(EXPIRES: <u>31 Dec 86</u>)

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  $\frac{X}{DOES}$  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 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 <u>60</u> days.

|                                                                                                               |      |                                                         | والمنبية ومبارية والمتعادين فالمعامل والمتحاط والمتحاط والمتحاف والمتحاف والمحاف والمحاف |
|---------------------------------------------------------------------------------------------------------------|------|---------------------------------------------------------|------------------------------------------------------------------------------------------|
| NAME AND ADDRESS OF BIDDER<br>Pitney Bowes<br>P.O. Box 742608<br>7075 Southwest Freeway<br>Houston, Tx. 77074 |      | SON AUTHORIZED TO<br>IN BID:                            | DATE OF BID:<br>2-24-86                                                                  |
| TYPE OR PRINT SIGNER'S NAME, TI<br>AND PHONE NUMBER:                                                          |      | TYPE OR PRINT CONTACT PERSO<br>TITLE, AND PHONE NUMBER: | ON'S NAME,                                                                               |
| Barry Robbins, Account Mana<br>(713)772-4681(Work)<br>(409)232-5085(Home)                                     | ager | Same                                                    |                                                                                          |

|                 |             | PURCHASE OF ONE (1) | ONE (1) PLAIN PAPER COPIER | <b>0030</b>                                                              | 74 |
|-----------------|-------------|---------------------|----------------------------|--------------------------------------------------------------------------|----|
| COMPANY         | PRICE       | DELIVERY            | PRICE GUARANTEE            | REMARKS                                                                  |    |
| GLOBAL SERVICES | \$10,983.00 | 30 DAYS             | 30 DAYS                    | MEETS SPECIFICATIONS: Copier<br>bid is a CANON NP-7550 with<br>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                                             |    |
|                 | •           |                     |                            |                                                                          |    |

leave \$281.04 per nouth / 63 month leave \$435.00 per quarter maintenance

#### 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.

-4-

| REMARKS<br>REMARKS<br>MEETS SPECIFICATIONS: Star Ca<br>Tequires payment of \$8,000.00<br>they receive carpet from manu<br>the balance within 15 days af<br>installation.<br>MEETS SPECIFICATIONS<br>MEETS SPECIFICATIONS<br>MEETS SPECIFICATIONS<br>MEETS SPECIFICATIONS<br>MEETS SPECIFICATIONS<br>MEETS SPECIFICATIONS<br>Carpet bid is J & J "Mainstre<br>Carpet bid is Waunda Weve "Br<br>Carpet bid is Waunda Weve "Br<br>Carpet bid is Stevenscarpet<br>"Resourceful". | PUNCHASEA INSTALLATION OF CARPETFOR SHERIFF'S DEPARTMENTEDELIVERY &<br>INSTALLATIONPRICE GURANTEE37.0030 DAYS30 DAYS30 DAYS35.0030 DAYS30 DAYS30 DAYS355.0030 DAYS30 DAYS30 DAYS47.00120 DAYS180 DAYS660AYS30 DAYS72.6830 DAYS30 DAYS72.6830 DAYS50 DAYS08.9030-45 DAYS60 DAYS | INSTALLATION OF CARPE<br>DELIVERY &<br>JUSTALLATION<br>30 DAYS<br>30 DAYS<br>32 DAYS<br>32 DAYS<br>30 DAYS<br>30 DAYS<br>30 DAYS<br>30 DAYS | PRICE<br>PRICE<br>\$9,237.00<br>\$11,355.00<br>\$12,255.53<br>\$12,447.00<br>\$12,447.00<br>\$8,472.68<br>\$8,472.68<br>\$9,608.90 | COMPANY<br>CARPET RESOURCES<br>STAR CARPET<br>STAR CARPET<br>INTERIOR FASHIONS<br>INTERIOR FASHIONS<br>CARPETS-N-MORE<br>CARPET RESOURCES<br>TEXAS CARPET<br>RESOURCES<br>ROSENBERG CARPET |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                | •                                                                                                                                           |                                                                                                                                    |                                                                                                                                                                                            |
| DOES NOT MEET SPECIFICATIONS:<br>Carpet bid is Stevenscarpet<br>"Resourceful".                                                                                                                                                                                                                                                                                                                                                                                               | 60 DAYS                                                                                                                                                                                                                                                                        | 30-45 DAYS                                                                                                                                  | <b>\$9,</b> 608.90                                                                                                                 | ROSENBERG CARPET                                                                                                                                                                           |
| DOES NOT MEET SPECIFICATIONS:<br>Carpet bid is Waunda Weve "Bronco"<br>Carpet.                                                                                                                                                                                                                                                                                                                                                                                               | 30 DAYS                                                                                                                                                                                                                                                                        | 30 DAYS                                                                                                                                     | <b>\$</b> 8,472.68                                                                                                                 | TEXAS CARPET                                                                                                                                                                               |
| DOES NOT MEET SPECIFICATIONS:<br>Carpet bid is J & J "Mainstreet"<br>Carpet.                                                                                                                                                                                                                                                                                                                                                                                                 | 30 DAYS                                                                                                                                                                                                                                                                        | 30 DAYS                                                                                                                                     | <b>\$8,0</b> 04.64                                                                                                                 | CARPET RESOURCES                                                                                                                                                                           |
| MEETS SPECIFICATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 180 DAYS                                                                                                                                                                                                                                                                       | 120 DAYS                                                                                                                                    | \$12,447.00                                                                                                                        | CARPETS-N-MORE                                                                                                                                                                             |
| MEETS SPECIFICATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 60 DAYS                                                                                                                                                                                                                                                                        | 45 DAYS                                                                                                                                     | \$12,255.53                                                                                                                        | INTERIOR FASHIONS                                                                                                                                                                          |
| MEETS SPECIFICATIONS: Star Carpet<br>requires payment of \$8,000.00 afte<br>they receive carpet from manuf. an<br>the balance within 15 days after<br>installation.                                                                                                                                                                                                                                                                                                          | 30 DAYS                                                                                                                                                                                                                                                                        | 30 DAYS                                                                                                                                     | <b>\$</b> 11 <b>,</b> 355 <b>.</b> 00                                                                                              | STAR CARPET                                                                                                                                                                                |
| MEETS SPECIFICATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 30 DAYS                                                                                                                                                                                                                                                                        | 30 DAYS                                                                                                                                     | <b>\$9,</b> 237.00                                                                                                                 | CARPET RESOURCES                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | PRICE GURANTEE                                                                                                                                                                                                                                                                 | DELIVERY &<br>INSTALLATION                                                                                                                  | PRICE                                                                                                                              | COMPANY                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | ZT FOR SHERIFF'S DEPARTMENT                                                                                                                                                                                                                                                    | INSTALLATION OF CARPE                                                                                                                       | PURCHASE &                                                                                                                         |                                                                                                                                                                                            |

0030

THE FORT BEND COUNTY PURCHASE AND INSTALLATION OF CARPET FOR 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. Dupont Antron XL Continuous Filament Nylon. YARN CONTENT: PRIMARY BACKING: Polypropylene SECONDARY BACKING: Action Bac STATIC CONTROL: Dupont Antron XL Static Control Fiber WIDTH: 127 AVERAGE TUFT BIND: 15 1b. 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.

00878

#16

#### **6**030

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT \_ day of \_\_\_\_\_March \_, 19 <u>\_\_\_\_\_\_\_</u>, before the On this 3 Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying Fort Bend Telephone Company notice of to make use of February 21, 1986 , permit no. \_\_\_\_\_\_ 80729\_\_\_\_ dated 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 <u>17</u> day of <u>Mau</u>, 19<u>82</u>, 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 Nunham, seconded by Commissioner Prisley., 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.

1 Kues

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

CLERK OF COMMISSIONERS COURT

Elida Kosler RY

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 3/4/36

Appl. # 80729

#### 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, Assistant Engineer

|      | February | 25, | 1986 |
|------|----------|-----|------|
| Date | <u>,</u> |     |      |

X (1) Complete Application Form Name of road, street and/or a. highway affected Map or plat showing course or x ь. direction c. Plans and specifications. X. (2) Bond x Perpetual bond currently posted -or-Performance bond submitted in the amount of

 OOSSO
 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.

0030

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 : | Length of  | Type of Cons   | struction                             |
|----------------------|-----------------------------|------------|----------------|---------------------------------------|
|                      | Nearest Intersection        | Crossing : | Bored : Jacked | : Driven : Cased                      |
| :                    |                             |            | :              | : :                                   |
|                      |                             |            | :              | ::                                    |
|                      |                             | :          | :              | : ':                                  |
|                      |                             |            | :              | :                                     |
| :                    |                             | :          | :              | :                                     |
|                      |                             | :          | :              | :                                     |
| :                    | :                           | . :        | : :            | : :                                   |
|                      | •                           |            | :              |                                       |
| :                    | :                           | :          | : :            | :                                     |
| ÷                    |                             |            |                | · · · · · · · · · · · · · · · · · · · |

Cable, Conduit and/or Pole Line To Parallel Following County Roads and/or Ditches Within Right of Way

|            | : Distance & Direction From<br>: Nearest intersection | : To<br>:       | : Distance<br>: |
|------------|-------------------------------------------------------|-----------------|-----------------|
| 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.<br>AGENT and/or OWNER |
|-------------------------------------------------------------|
| (accessible 24 hrs/day, 7 days/week:                        |
| (Signature)                                                 |
| (Signature)                                                 |
| NAME & TITLEMike Smerek                                     |
| (Please Print)                                              |
| DATE: February 21, 1986                                     |
| ADDRESS <u>P. O. Box 1127</u>                               |
| (Street/P.O. Box)                                           |
| Rosenberg, TX 77471                                         |
| City State Zip                                              |

|           | ~ ~ 1 ' | LY    |     |
|-----------|---------|-------|-----|
| TELEPHONE | NO:     | 342-4 | 651 |

#### 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.

0030

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#### 0030

COMMISSION ROBERT C. LANIER, CHAIRMAŇ ROBERT H. DEDMAN JOHN R. BUTLER, JR.



STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION P. 0. Box 1386 Houston, Texas 77251-1386

September 30, 1985

Comm. Lutts Stanley Kucherka

9/30 cc:

ENGINEER-DIRECTOR MARK G. GOODE

IN REPLY REFER TO FILE NO. DDE

Fort Bend County Project BRO 12(26)X Control 912-34-23 Oil 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.

Very truly yours, Omer F. Poorman

District Engineer District No. 12

Attachment



00883 20 Copy to 130 auditor 0030

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

On this the <u>Ind</u> day of <u>March</u>, 1986 at a <u>Special</u> Session of the Commissioners Court with the following present:

County Judge Commissioner, Precinct 1 Commissioner, Precinct 2 Commissioner, Precinct 3 Commissioner, Precinct 4

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\*\*\*\*\*

Unty Auditor

Date:

Time Reconvened:\_\_\_\_\_

Time Adjourned or Recessed:\_\_\_\_\_

| 008 | 84                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (   | AGENDA<br>FORT BEND COUNTY COMMISSIONERS COURT<br>COURTHOUSE ANNEX, RICHMOND, TEXAS<br>REGULAR SESSION<br>MONDAY, MARCH 10, 1986<br>9:00 O'CLOCK A.M.                                                                                                                                                                                                                                                                                                                          |
| . 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.                                                                                                                                                                                                                                                                                                                           |
| /   | 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<br>Highway 36 Bypass.                                                                                                                                                                                                                                                                                                                                                                                          |
| 8.  | Consider approval of invoice in the amount of \$4,163.94 to Drymalla<br>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<br>Primary.                                                                                                                                                                                                                                                                                                                                                                                                 |
| 12. | Approve letter of cooperative agreement between University of Texas<br>Medical Branch at Galveston and Fort Bend County to continue to<br>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<br>rights-of-way (2) Repairs to FD-20 bulldozer for Drainage District<br>(3) Book contract for high-demand books for library (4) Excavation on<br>Rabbs Bayou (5) Two-way radios for E.M.S., Constables & Precincts &<br>(6) One or more microcomputers for various County departments.                                                                                                                  |
| 15. | Consider granting exemption to competitive bidding requirement of<br>Art. 2368a.5 V.A.T.S. and accept signed statement from Purchasing Agent<br>as to availability from only one source of Paradyne Duplexors per<br>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.                                                                                                                                                                                                                                                                                                                                                  |
|     | Take action on any items discussed in Closed Session.                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 18. | 1:30 p.m Open bids for the following: (1) Agricultural lease on<br>90 acres more or less north of Klauke Rd. between Blume Rd. & Walsh<br>Rd., (bid #86-22); (2) Oil, gas & mineral lease on 0.5 acres of land,<br>a part of John Randon League, A-76, Fort Bend County, Texas (bid 86-23)<br>(3) Oil, gas & mineral lease on 86.0347 acres of land, a part of Henry<br>Scott League, Abs. 83, and the H & TCRR Co. Survey, Abs. 212, Fort Bend<br>County, Texas (bid #86-24). |
| 19. | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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#### AGENDA FORT BEND COUNTY DRAINAGE DISTRICT BOARD COURTHOUSE ANNEX, RICHMOND, TEXAS MONDAY, MARCH 10, 1986 1:45 o'CLOCK P.M.

- 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.

Sec. 1

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EILED FOR RECORD TU MAR6 1986 ~ Thilean

County Clerk, Fort Bend Co., Tex.

odie Ε. 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 0.54 mm/d

**£0**30

#### EMERGENCY ADDENDUM TO ACENDA OF MONDAY, MARCH 10, 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, March 10th:

ADVERTISE FOR BIDS FOR A PORTABLE OFFICE BUILDING FOR FORT BEND COUNTY.

|   |     | F | ILED | FJR        | RECORI        | ~~~  |
|---|-----|---|------|------------|---------------|------|
| • | TIN | Æ |      | <u>il:</u> | <u>neconi</u> | P.M. |

MAR 7 1986

, Todalow Count; Glork, For Bond Co., Tex.

ww Jodie E. Stavinoha, County Jud**ge** 

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 \_\_\_\_\_. Fundur.

#### REGULAR SESSION

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 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 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 0030

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00888

#### 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:

| Desied                                                                        | 2-21-81                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Period:                                                                       | Date of Departure <u>3-26-86</u><br>Date of Return <u>3-29-86</u>                                                                                                                                                   |
| Purpose of Tri                                                                | o: Justice of The PEACE + Constable                                                                                                                                                                                 |
| ASSOCIATion                                                                   | Conference                                                                                                                                                                                                          |
|                                                                               |                                                                                                                                                                                                                     |
| Mode of Trans<br>(State whether<br>auto, airline, e                           | by personal                                                                                                                                                                                                         |
| Mode of Trans<br>(State whether<br>auto, airline, e                           | portation<br>by personal                                                                                                                                                                                            |
| Mode of Trans<br>(State whether                                               | portation<br>by personal                                                                                                                                                                                            |
| Mode of Trans<br>(State whether<br>auto, airline, e<br><u>3- 6-86</u><br>Date | portation<br>by personal<br>tc.) <u>AUtomobile</u><br><u>AUtomobile</u><br><u>AUtomobile</u><br><u>Many Milan</u><br>Name<br><u>Name</u><br><u>Name</u><br><u>Name</u><br><u>Name</u><br><u>Name</u><br><u>Name</u> |
| Mode of Trans<br>(State whether<br>auto, airline, e                           | portation<br>by personal<br>tc.) <u>AUtomobile</u><br><u>AUtomobile</u><br><u>AUtomobile</u><br><u>Many Milan</u><br>Name<br><u>Name</u><br><u>Name</u><br><u>Name</u><br><u>Name</u><br><u>Name</u><br><u>Name</u> |

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Die

PINK COPY-Attach to Travel Expe

GOLDENROD COPY-Department Copy

#### 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 ReturnJUNE 22, 1986                                                                    |    |    |
| • •                                                      | D: <u>TO ATTEND THE 42ND ANNUAL CONVENTION AND SEMINAR</u><br>PEACE AND CONSTABLES ASSOCIATION | OF | TH |
| Places to be Vi                                          | isited: <u>ABILENE, TEXAS</u>                                                                  |    |    |
| Mode of Transp<br>(State whether l<br>auto, airline, etc | by personal                                                                                    |    |    |
|                                                          | - Alut Attal                                                                                   |    |    |
| MARCH 04, 198                                            | JUSTICE OF THE PEACE, PCT. 3                                                                   |    |    |
|                                                          |                                                                                                |    |    |
| MARCH 04, 198<br>Date                                    | JUSTICE OF THE PEACE, PCT. 3<br>Title                                                          |    |    |
| MARCH 04, 198                                            | 36       JUSTICE OF THE PEACE, PCT. 3         Title                                            |    |    |

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Dierr

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department C

#### 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 Treasure |
| Association and      | meeting with Texas Association of Counties |
| Places to be Visit   | ed: <u>Austin, Texas</u>                   |
| (State whether by    | personal                                   |
| auto, airline, etc.) | personal auto                              |
| 3/5/86               | County Treasurer                           |
|                      | Latty Humsw                                |

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COUNTY OF FORT BEND

#### **Travel Authorization**

#### TO: COMMISSIONERS' COURT

WHITE COPY-Com

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 MARCH 15, 1986 Date of Return \_\_\_\_\_ 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.)\_ JUDGE OF THE 240TH JUDICIAL DISTRICT 3/3/86 Date Title Approved: Commissioners' Court <u>3-10-86</u> Date Judo CANARY COPY-Treasurer's Copy - Per Diem GOLDENROD COPY-Department Copy PINK COPY-Attach to Travel Expense ers Court Copy

J.

#### 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 Date of Departure 4/5/86 Period: Date of Return \_\_\_\_\_\_\_ Purpose of Trip: Jegan Libring aminister Grafine Places to be Visited: \_\_\_\_\_\_\_ Tond Worth Jegan Mode of Transportation (State whether by personal auto, airline, etc.) \_\_\_ Remett att . Mary Name -Ð <u>3-3-86</u> Date logy Appreved: Commissioners' Court 3-10-86 Date

WHITE COPY---Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

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:

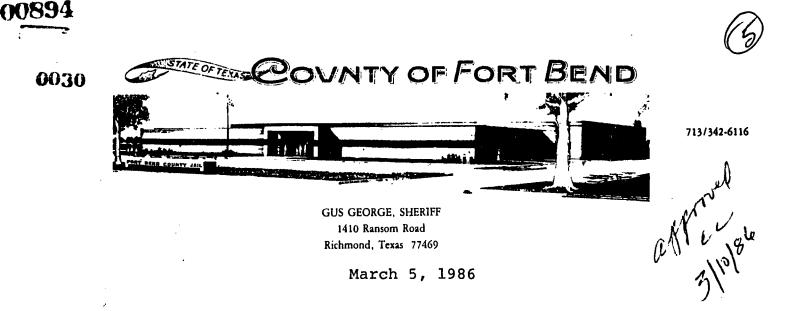
22, 1986 Period: Date of Departure Date of Return gennt Purpose of Trip: cour -- cy Places to be Visited:  $m_{n}$ Mode of Transportation (State whether by personal auto, airline, etc.) Name 6,1986 Title Approved: Commissiopers' Court MAN 3-10-86 County

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy



 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.

Gus George Sheriff

GG/jj

## COUNTY OF FORT BEND

0030

895

713/342-6116

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.

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)

-2--

| IN THE MATTER OF  | * | IN THE COMMISSIONERS' COURT |
|-------------------|---|-----------------------------|
|                   | * |                             |
| THE               | * | OF                          |
|                   | * |                             |
| ROSENBERG BY-PASS | * | FORT BEND COUNTY, TEXAS     |

#### 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;

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

Judge

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hereof, which rights of Fort Bend County shall continue in full force and effect.

Johnnie Pustka, Commissioner,

Precinct No. 1

Alton B. Pressley, Commissioner, Precinct No. 3

ATTEST:

By: 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 \_\_\_\_\_

Title:

By: Name:

Dianne Wilson County Clerk of the Commissioners' Court of Fort Bend County, Texas

023/work11

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Ben Denham, Commissioner

Lutts,

Precinct No. 2

Precinct No. 4

Bob S.

inoha, County

Commissioner.

# 0030 OFFICIAL RECORDS

EXPIBIT A

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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<sup>0</sup> 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 31.515 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° 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° 25' 30" East - 0.56 feet from a 2 1/2 inch iron pipe found;
- THENCE: North 06<sup>0</sup> 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<sup>0</sup> 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.

## 00901 OFFICIAL RECORDS

## 1631 301

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#### EXHIBIT A

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#### 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 FLACE OF BEGINNING for this 4.642 Acre Tract;

- THENCE; South 06<sup>0</sup> 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<sup>0</sup> 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° 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<sup>0</sup> 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. . 00902 ·

# 0030 OFFICIAL RECORDS

1631 302

EXHIBIT A

TPACT 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<sup>0</sup> 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° 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<sup>°</sup> 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° 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.

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OFFICIAL RECORDS

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HENRY STELNKAMP, JR., INC. Consulting Engineers -

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November 1, 1984

A Field Note Description of 4.63± A r road purposes out of the Frank Kro pl. 117, Fg. 542; Daed Records and W nords), Brooks & Burlason Survey No. ad County, Taxas. res of 1 the Frank Erolesyk \$1.515 Acre Tract Records and Vol. 107, Pg. 728; Probate on Survey No. 3, Abstract #146, Port 101.

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 Random Dyer Road (60 fast wide); THERCE, North 83° 30' East, 366.0 fast to the Northwest corner of and Place of Beginning for this Tract;

MENCE, North 83" 30' East, 150.0 feet along the South Line of weeks Road to corner;

THEREP, 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;

TRENCE, South 83" 26' 40" West, 150.0 fest 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.

Trank M. (ch all Resistered Public Burveyor 11535

EXHIBIT "B"

0030

#### **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<sup>°</sup> 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<sup>0</sup> 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<sup>0</sup> 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<sup>0</sup> 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.

R.P.S. #1943 Kaluza, Kelli



Exhibit "C"

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                           |                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                    | . •                                                                                                                   | -                                                                                                     |                                                  |                                                                                                     |                      |                                                                                                                                       |                | 0                                                                                                      | 030                    | )                   | ÐØ                                      | <b>2</b> 05 |
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| AIA DOCUMENT G702 • APPLICATION, AND CENTLE IN THE SUCCESSION TO A SUCCESSION AND CENTLE IN THE SUCCESSION AND CENTLE INTO CENTLE I | ARCHITECT'S CERTIFICATE FOR PAYMENT                                                                       | CONTRACTOR: DRYMALLA CONSTRUCTION COMPANY, INC.                                                                                     | The undersigned Contractor certifies that to the best of the Contractors knowledge,<br>information and belief the Work covered by this Application for Payment has been<br>completed in accordance with the Contract Documents, that all amount have been<br>paid by the Contractor for Work for which previous Certificates for Payment were<br>issued and payments received from the Owner, and that current payment shown<br>herein is now due. | TOTALS     \$ 2,432.00     FORT BEND COUNT       Net change by Change Orders     \$ 2,432.00     \$ E G 1 S T E R E D | m                                                                                                     | Approved this Month Number Date Approved         | Change Orders approved in<br>previous months by OwnerADDITIONSDEDUCTIONSTOTAL\$ 4,270.00\$ 1,838.00 | CHANGE ORDER SUMMARY | CONTRACTOR'S APPLICATION FOR PAYMENT                                                                                                  | CONTRACT FOR:  | FROM (CONTRACTOR): Drymalla Construction Co.,VIMC(ARCHITECT):<br>P.O. Box 698<br>Columbus, Texas 78934 | Sugarland, Texas 77478 |                     | APPLICATION AND CERTIFICATE FOR PAYMENT | Cion        |
| A man and shared a second a second                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | AMOUNT CERTIFIED                                                                                          | State of: Texas Count<br>Subscribed and sworn to before me this 27<br>Notary Public: Texas Count<br>My Commission expires: 12-30-89 | (Line 4 less Line 5 Total)<br>7. LESS PREVIOUS CERTIFICATES FOR<br>PAYMENT (Line 6 from prior Certificate)<br>8. CURRENT PAYMENT DUE                                                                                                                                                                                                                                                                                                               | Total in Column 1 of C703) タ, こここ ?と<br>6. TOTAL EARNED LESS RETAINAGE ごうちょうこう・・・・                                    | (Column D + E on C703)<br>b % of Stored Material<br>(Column F on C703)<br>Total Patring of the Sat Sh | 5. RETAINAGE:<br>a. <u>5</u> % of Completed Work | <ol> <li>Net change by Change Orders</li></ol>                                                      | OR OR                | Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached. |                |                                                                                                        |                        | nce Facility        | AIA DOCUMENT C702                       |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ERTIFIED       \$         ination if amount certified differs from the amount applied for.i         Date: | Opic of:                                                                                                                            | S FOR                                                                                                                                                                                                                                                                                                                                                                                                                                              | AGE =//56,235.43.5_                                                                                                   |                                                                                                       | s <del>8,599.10</del> 3                          | rs S<br>.ine 1 ± 2) S<br>D TO DATE / グゲ ゲラマ, 3 > S                                                  | •                    | t, as shown below, in connecti<br>nent G703, is attached.                                                                             | CONTRACT DATE: | ARCHITECT'S<br>PROJECT NO: 2399                                                                        | PERIOD TO: 2-28-86     | APPLICATION NO: 005 | (Instructions on reverse side)          |             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | nt applied for. i<br>s payable only to the<br>f payment are without<br>5 Contract.                        | Colorado<br>day of Feb. 19 86                                                                                                       | (52,07) 47<br>156,682.31<br>6,700.59<br>10,049.10                                                                                                                                                                                                                                                                                                                                                                                                  | <del>8,599,10-</del><br>163,382,901                                                                                   |                                                                                                       | 222.92                                           | 2,432.00<br>173,432.00<br><del>171,982.00</del>                                                     | 171,000.00           | on with the Contract.                                                                                                                 |                |                                                                                                        |                        | Distribution to:    | PACE ONE OF PACES                       | B           |

#### 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

END

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 77469 Richmond, Texas

> RE: Interlocal Agreeement between Fort Bend County and Jackson County.

Dear Judge Stavinoha:

(1, 0)

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.

Sterling Moore/rm Sterling Moore Acting Chief Respectfully,

SM/rem

ATTACHMENT

THE STATE OF TEXAS : COUNTY OF FORT BEND :

> 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 <u>Jackson</u>, hereinafter referred to as <u>Jackson</u>.

WHEREAS, <u>Jackson</u> desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of <u>Jackson</u> has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist <u>Jackson</u> 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.

- 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 \_\_\_\_\_\_ monthy for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by \_\_\_\_\_\_\_ 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 <u>Jackson</u>, 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 <u>Jackson</u> 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.

## 0030

- 6. It is understood and agreed between the parties that it will be the respnsibility 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 <u>Jackson</u> 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 <u>Jackson</u> 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\_\_\_\_\_.

70 . 19 8/0. SIGNED this 🥏 day of

THE COUNTY OF TEXAS County Judge

ATTEST:

ATTEST

Jackson , County Clerk

SIGNED this 10 day of March, 1986.

THE COUNTY OF FORT BEND, TEXAS 7, County Judge send

County Clerk DATE:

#10



# FORT BEND **CENTRAL APPRAISAL DISTRICT**

Drawer A

0030

00909

Rosenberg, Texas 77471 Phone (713) 232-5232 • Houston Line 342-5256



February 28, 1986

## TO: TAX ASSESSOR/COLLECTOR

TED SIWIERKA, ASSISTANT CHIEF APPRAISER FROM:

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.

reur GENE BREWER, CHIEF APPRAISER

## AGENDA

I. CALL TO ORDER.

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II. EXECUTIVE SESSION. A. CONSIDERATION OF LEGAL MATTERS AND BUILDING LEASE. III. TAKE SUCH ACTION AS WARRANTED BY EXECUTIVE

TAKE SUCH ACTION AS WARRANTED BY EXECUTIVE SESSION.

ADJOURN MEETING.

IV.

NOT

# FORT BEND C. A. D. NOTICE OF QUARTERLY PAYMENT

|                                         | PRINCIPLE   | DAYS | TOTAL              |                                         |                |
|-----------------------------------------|-------------|------|--------------------|-----------------------------------------|----------------|
| AING ENTITY                             | AMOUNT DUE  | PAST | AMOUNT             | INTEREST                                |                |
| PAYING SCHEDULE                         |             | DUE  | DUE                | DUE                                     | PERCENT        |
|                                         |             | (C)  | (D)                |                                         | PENALTY        |
|                                         | ******      |      |                    |                                         |                |
| FORT BEND COUNTY                        | \$56,076.00 | 30   |                    |                                         | 않고감계리갑옥걸       |
| (GENERAL FUND)                          |             | 29   | \$59,363.74        | \$483. 94                               | \$2, 803. 80   |
|                                         |             | 28   | \$59,347.61        | \$467. B1                               | \$2,803.80     |
|                                         |             | 27   | \$57,331.48        | \$451.68                                | \$2,803.80     |
| ********                                |             | 26   | \$57,315.34        | \$435.54                                | \$2,803.80     |
| ***DUE DATE***                          |             | 25   | \$59,299,21        | -\$419.41                               | \$2,803.80     |
| *APRIL 1,1986                           |             |      | \$57,283.08        | \$403.28                                | \$2,803.80     |
|                                         |             | 24   | \$57,266.95        | \$387, 15                               | \$2,803.80     |
| ADD 1 DAY PAST DUE                      |             | 23   | \$57,250.82        | \$371.02                                | \$2,803.80     |
| FOR ECH CALENDAR DAY                    |             | 22   | \$57,234.69        | \$354.89                                | \$2,803.80     |
| UNTIL PAYMENT IS                        |             | 21   | \$57,218.56        | \$338. 76                               | \$2,803.80     |
| MAILED & POSTMARKED                     |             | 20   | \$57,202.42        | \$322. 62                               | \$2,803.80     |
|                                         |             | 19   | \$59,186.29        | \$306.49                                | \$2,803.80     |
| START AT THE BOTTOM                     |             | 18   | \$59,170.16        | \$270.36                                | \$2,803.80     |
| OF COLUMN C AND MOVE                    |             | 17   | \$59,154.03        | \$274.23                                |                |
| UPWARD TO THE APPRO-                    |             | 14   | \$59, 137, 90      | \$258.10                                | \$2,803.80     |
| RIATE NUMBER OF PAST                    |             | 15   | \$59, 121. 77      | \$241.97                                | \$2,803.80     |
| DUE DAVE TO STUD                        |             | 14   | \$57, 105. 64      | \$225.84                                | \$2,803,80     |
| DUE DAYS TO FIND THE                    |             | 13   | \$57,087.50        | \$209.70                                | \$2,803.80     |
| AMNT. OF PAYMENT DUE<br>IN COLUMN D.    |             | 12   | \$59,073.37        | \$193.57                                | \$2, 803. 80   |
| IN COLOMN D.                            |             | 11   | \$59,057.24        |                                         | \$2,803.80     |
|                                         |             | 10   | \$59,041.11        | \$177.44                                | \$2,803.80     |
|                                         |             | 9    | \$57,024.98        | \$161.31                                | \$2, 803. 80   |
| •                                       |             | 8    | \$59,008.85        | \$145.18                                | \$2,803.80     |
| · · ·                                   |             | 7    | \$58,992.72        | \$129.05                                | \$2,803.80     |
|                                         |             | 6    | \$58, 976, 58      | \$112.92                                | \$2, 803, 80   |
|                                         |             | 5    | \$58,960,45        | \$96.78                                 | \$2,803.80 ··· |
|                                         |             | 4    | <b>\$58,944.32</b> | \$80.65                                 |                |
|                                         |             | 3    | #50 000 40         |                                         | \$2,803.80     |
| · ·                                     |             | 2    | \$58,928,19        | \$48. 39                                | \$2,803.80     |
| *****!!!START HERE>>> ,:                | >>>, !!!>>  | 1    | \$58,912.06        | \$32.26                                 | \$2,803.80     |
| *************************************** |             | -    | \$58,895.93        | \$16.13                                 | \$2,803.80     |
|                                         |             |      |                    | ======================================= |                |

DATE INVOICE MAILED>

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OST MARK DATE OF

ATE PAYMENT RE-

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IGNATURE: ASST C. A.

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## 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.

JINE 12 Eu 72 GENE BREWER, CHIEF APPRAISER

## AGENDA

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CALL TO ORDER.

EXECUTIVE SESSION. A. CONSIDERATION OF LEGAL MATTERS AND BUILDING LEASE.

TAKE SUCH ACTION AS WARRANTED BY EXECUTIVE SESSION.

IV.

I.

II.

III.

ADJOURN MEETING.

FORT BEND C. A. D. NOTICE OF QUARTERLY PAYMENT 00913

1. I.

|                        | PRINCIPLE                             | DAYS | TOTAL               | INTEREST | <b>C t</b> i i <b>c</b> |
|------------------------|---------------------------------------|------|---------------------|----------|-------------------------|
| AXING ENTITY           | AMOUNT DUE                            | PAST | AMOUNT              | DUE      | FIVE                    |
| E PAYING SCHEDULE      |                                       | DUE  | DUE                 | DVE      | PERCENT                 |
| 1                      |                                       | (C)  | (D)                 |          | PENALTY                 |
|                        |                                       | ==== | *********           |          | 单位计算机                   |
| FORT BEND COUNTY       | \$5, 438. 00                          | 30   | \$5,756.83          | \$46. 93 | \$271.90                |
| LATERAL ROAD F.C.      |                                       | 29   | \$5,755.26          | \$45.36  | \$271.90                |
| •.                     |                                       | 28   | \$5,753.70          | \$43.80  | \$271.90                |
|                        |                                       | 27   | \$5,752.13          | \$42.23  | \$271.90                |
| ****                   | · .                                   | 26   | \$5,750.57          | \$40.67  | \$271.90                |
| ***DUE DATE***         |                                       | 25   | \$5,749.00          | \$37.10  | \$271.90                |
| APRIL 1,1986           |                                       | 24   | \$5,747.44          | \$37.54  | \$271.90                |
|                        |                                       | 23   | \$5,745.88          | \$35. 98 | \$271.90                |
| ADD 1 DAY PAST DUE     |                                       | 22   | \$5,744.31          | \$34.41  | \$271.90                |
| FOR ECH CALENDAR DAY   |                                       | 21   | <b>\$5, 742. 75</b> | \$32.85  | \$271.90                |
| UNTIL PAYMENT IS       |                                       | 20   | \$5,741.18          | \$31.28  | \$271.90                |
| MAILED & POSTMARKED    |                                       | 19   | \$5, 739, 62        | \$29.72  | \$271.90                |
| START AT THE BOTTOM    |                                       | 18   | \$5,738.05          | \$28.15  | \$271.90                |
| OF COLUMN C AND MOVE   |                                       | 17   | \$5,736.49          | \$26. 59 | \$271, 90               |
| UPWARD TO THE APPRO-   | . ~                                   | 16   | \$5,734.92          | \$25. 02 | .\$271.90               |
| RIATE NUMBER OF PAST   | •                                     | 15   | \$5,733.36          | \$23, 46 | \$271.90                |
| DUE DAYS TO FIND THE   |                                       | 14   | \$5,731.80          | \$21.90  | \$271.90                |
| AMNT. OF PAYMENT DUE   |                                       | 13   | \$5,730.23          | \$20. 33 | \$271.90                |
| IN COLUMN D.           |                                       | 12   | \$5, 728. 67        | \$18.77  | \$271.90                |
| in corona D.           | >                                     | 11   | \$5,727.10          | \$17.20  | \$271.90                |
|                        |                                       | 10   | \$5,725.54          | \$15.64  | \$271.90                |
| •                      | <b>~</b> .                            | 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          | \$7.62   | \$271.90                |
|                        |                                       | 4    | \$5,716.15          | \$6. 25  | \$271.90                |
| •                      |                                       | Э    | \$5,714.59          | \$4.69   | \$271.90                |
| ****!!!START HERE>>> , | <b>~~~</b>                            | 2    | \$5,713.02          | \$3.12   | \$271.90                |
|                        | · · · · · · · · · · · · · · · · · · · | 1    | \$5,711.46          | \$1.56   | \$271.90                |
|                        |                                       |      | ************        |          |                         |
|                        |                                       |      |                     |          |                         |

DATE INVOICE MAILED>

POST MARK DATE OF

PAYMENT---->>

DATE PAYMENT RE-CEIVED---->>

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SIGNATURE: ASST C. A.

#12

## 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 Hospitais at Galveston



February 25, 1986

Honorable Jody Stavinoha P.O. Box 368 Richmond, TX 77469

Honorable Judge Stavinoha:

Neph ise 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,

SGame . 11:15 William J. McGanity, M.D. Jennie Sealy-Smith Professor and Chairman

L. LeBlanc, M.D. Α. Vice President for Hospital Affairs

This is the system under which we are presently operating through OEED, OET

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Office of Jodie E. Stavinoha Gounțy Judge



L. O. Box 868 Richmond, Texas 77469 (718) 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 retter 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 highrisk maternity patients;
- 3. Stabilization of high-risk maternity putients;
- 4. Intrapartum (defivery) care for the eligible high-risk patient at UTMB-Galveston;
- 5. Neonatal care for the formal 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. Dr. William J. McGanity March 11, 1986 Page Two

> 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, vie E. Stavark 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 Lemke 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 DEPARIMENTS:

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. 0030

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PETITION TO CHANGE COUNTY ROAD NAME

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**9**4."

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 Lother 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.

Lother 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.

221 ene

CCI Harry Wagenback Request Change LEMKE TO FENSKE RD. 113 PRCT. 1 J. Pustia Aenste Rd. marth 0 pm 00919 Request for road Mame charge, 0030 This is a lequest by me Michael W. tensked and the people on the enclosed petition to take the necessary called "demke Rd" to "Old tenske Rd." Cubilit I is the petition Celhilit 2-9 is a very limited sampling of lisitings as thous in the furt Bind Seleptine book (1952-1958). These lisiting show that both "Rech Rd and Rimke Rd" were called Old Senski Rd" for these years as Juther investigation the same listings burild be endont in the 1940's, 1960's and to a limited lettest in the 1970's O This asmpling is limited to these years because they were the only ones avgilable to me at the sect Bind County litian the book "Lost Bind County of Secquentennial" which shaws the Anoper lined in the

Reduille area prior to the 1900's. Echilia II shows W.W. Lenske bought land from the state of lupas to letrafice free worked fund on July 19, 1893! Exhelit is shows the tenske property as having the greatest also, you will notice an offset in the road where the "10.W. tenske" and K. tenske properties Coexist with the road. The commissioner Court minutes June 8, 1931 reflects à request & Ocempensation for an additional. Dao ft of right of Way and the right of way cleed fund Emma melle and Ella Hag (descendats of Lurge Lenske) wife verify this Accessity of arecage of 20 ft. more than the other landemners. Lenale Rd'in 1931. widening Exhibit is shows on May 11, 1931 a juny of the heper on I winning Dirste Time" approval

of the repear was depend to the Mark regular mixing the allow for time to secure light of way audic on and head. Cyrilling 14 on June 8, 1931 shows that the Linski's Aquested payment as a result of having to give On additional 20 ft. of right of way meaning to bringston the round. Cypilit 15 on July 13, 1931 duces with obtained to Twistin. "Inske Tim" by simply paying for a men finke for terant Extrudict 16 - Right of Way had Quife to Sout Bind County ON august 15, 1931 Exhibit 17- Right of may beed for the South Ret" from you Paulin and while the soil Bind Curinty on august 31, 1931. Extribut 15 Right of Way full Ja the toroke RU from I Lud

W. Shawe and wife (formerly Selma Lenske) to And Bend County On June 5, 1931. Exhibit 19- Right of Way Rid for the Linske Rd from Bours Longke to tort Bind County On June 8, 1931. Cyhilid 20 Right of Way Reid for the Enske Roll from Albert Beiger and wife (formerly Emmy Anske) to the Bond County on finiska) to the resper comments fine 8, 1931. Cynamic 22 (page 2-3) - Right of Way held for the Anak Red from therman Month and wife to the Bend County on June 79, 1931. Cynamic 21 Right of Way Dud for Jonske Rd from Kince Novak the Just Benderlight on June 39, 1931. Cynamic And From Kince Movak the Just Benderlight of Way Rud den the Jonske Rd from Comme Middee (Jermenly Constraints) and Kind Hurmall Glu- Linoke) to have Band Wint; Or June 2,2, 1931. \_his was 5 239 acric which was measuring

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te stranghin Linske Ret as commissioner Conna minutes replached. Cutilit 23 (page 1-2) Right of way kild for the Linke Ral" from Verdice Bohicek and husband to tere Bind County on June 29, 1931. Mise right - of - way duds show that in 1931, 40% of the land midid to straighton and made "Jenski Rd" has donated by the Amake - tomily, -the Komki Tamily denoted 2% of the total widen Linekel Rd." Fostmaster ou Muduille Julie a name change mare as Applied to later hidren they the old systeme of route land lay Mumbers to HAIP mumbers and dond crame. An Conclusion: - I deline that in 1939 a company has Conciden of - Jul Bund Pend County

more on the firms thereif and a resulting map which lias made faithin studig the foundation was laid for incost to light although the wrong name was there for many years, I don't believe intil the 1979's when road sign wire spactict was the name of the road gradually Changed by neucomins of the Alla who accumed this was Kompe Rol" incause thats what the sign said. Therefore I ask you to acoupt the as verification of the true marme of the load in quistion as "Old-Linske Rd." Princhaspie Elenche

Exhibit 00925 12-31-85 To the Commissioners of Fit tend birty. The undersigned people hereby assist that what is now coiled "Timpe had mas and still chould be called " O let Finche Rd We respiritfully request that the necessary steps be taken to correct this miche. 1. Michaefli Finske, Needville, Tefac 2. Janice M. - Fendin Merchill of 17461 3 Clarence a Denske At 2 michielle Det 77461 4. Albert Lee Gnorfie At Bix 286 Fromby 34 5 D. D. Mallet Z12-Box 2475 Madaile, Tep 6. Little Vallet Et 2 Ery 247 5 Kidgen 7 Auracia Egrandie Rel Doda256 Kounding Ju Emile Sinche M.E. Rech mis m. E. Geeh Willie Nallet annie Nallet RTIBOXIST ROSENERA M perch

"Old Fenske Rd" Petition (continued)

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                  |                                                                    | - 7        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| La contra c | DOCENRED                                                                                         | G, TEXAS 1952                                                      |            | 00927                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| ;E                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                  |                                                                    |            | 0030                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | LIST OF TELEPHO                                                                                  | NE SUBSCRIBERS                                                     |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                  |                                                                    |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Abramski Lige r 2916 Av K                                                                        | BAILEY'S GROCEB / & MARKET 1916 Av G25<br>Bain Jas L Needvill: Hwy | 1.         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ABSCHNEIDER & LOGNION PHILLIPS 00<br>SERV STA 1115 AV H9582                                      | Baker C A 3117 Av I                                                | 14.<br>1   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| talk<br>>r a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Adkins Ruby Mrs r 907 Mulcahy                                                                    | Baker H Cecil ofc 2523 Av H                                        |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| "Mr.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Adkins W S J29 Damon         412-J           Adkins W S Jr 1712 Texas Av                         | Balteras John 2307 Av B                                            | e          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                  |                                                                    |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| the .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Albrecht Marvin H r Needville Hwy                                                                | Band Cubert P Band Rd                                              |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| per-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Albright Ervin W r                                                                               | Banfield N 0 r 1410 Mulcahy                                        |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Albright J bh 1701 West                                                                          | Barak Joe F r 1600 5th.<br>Barcak Alfred r Lane Air Pk.            |            | 12 AV                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Alexander J D Sally Ann Dr                                                                       | Band Louis r Band Rd                                               |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Journe                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Altstander J D Sally Ann Dr                                                                      | Barnes J T Grocery                                                 |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| lyes-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 969-W                                                                                            | Partoch Annie M a 900 6th                                          |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| mith"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Almanza Joe Wharton Hwy                                                                          | Basilian Fathers 514 Carliste                                      |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| i Ex-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Alvey B F Highland Acres                                                                         | Bast I A Rev 501 4th                                               |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Amman F E Dr ofc 904 3rd                                                                         | Beard L R r Highland Acres                                         | 5.         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| alls:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Amman F E Dr 1120 Mulcany                                                                        | Beardury Faint & Halffa and Solo Solo Solo Solo Solo Solo Solo Sol |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| n stort                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Anderson Alfred r 7 Horace Mann AV                                                               | Beavers Earnest 1413 Av H                                          |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| sak.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Anderson E A r Highland Acres                                                                    | Bellah Artist Fan Japath                                           |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| inutes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Anderson Travis r 820 8th                                                                        | Sennett Mas                                                        | · · .      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| station                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                  | Benton Butler F                                                    |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| ipts on                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Antrich Rudy                                                                                     | Benton E P r 1736 4th                                              |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| he per-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Arnold Hortense I Mrs 916 Jenneta                                                                | Benton G C r Orchard Hwy                                           |            | A second s |
| lifferent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Arrington Ar L Jr r 3.00 Damon                                                                   | Berg Genohys Co 1911 Av G                                          |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| inde for                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                  | Berkman H Groc Simonton 376                                        |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Ashley S W 1415 6th                                                                              | Berkman's Grocery 1919 AV G<br>Bernshausen Harry C r Big Crzek     |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Atkinson B F 1601 Frost                                                                          | Berry S L                                                          | i          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| ILL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Audiphone Co Mellie Esprsn Bg Houston Tex<br>(Toll Call) Charter 4-1809<br>Autrey W S r 233 4 St | Betancur Eustaquad 421 1st                                         |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Avis Marian E Fulshear                                                                           | Bettin Paul Jr 3009 Av I.                                          |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| distant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Axiel Eugene r 2008 Av G 1078-w                                                                  | Bezecny Emil r 1700 AV L                                           |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | B                                                                                                | Bischoff Edw 1217 Georgina                                         | í i        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| -+-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Babovec Edmund J 1305 Av L                                                                       | Blackwell E L 2510 Av F                                            | j (        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Bailey Jack M Contr of Simonton                                                                  | Blaha Alfred 1401 Av I                                             |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Bailey Joe N r 1218 Carlisle                                                                     | Blase Henry Mrs r Cottonwood Rd                                    | <b>1</b> 1 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | NILL OF LED OF ORE AVEL IN MILLION                                                               |                                                                    |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| <b>)92</b> 8      | X The state of the |                                      |                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 0030              | ·····                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | RICHMOND                             | ROSENBERG 1754 Garner-Ham's 9                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 0000              | 9 7th                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                      | Graves Alice 1032 Timberlane Dr Northfid 2-4640                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | er 2822 Richmond Rd.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Northfid 2-2104                      | Graves Louise 1032 Timberlane DrNorthfid 2-4640<br>Gray J. A. 1208 8thNorthfid 2-4450             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | rt M. Klauke Addm<br>ary 1511 Louise                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                      | Gray Jim                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| t, Gary M E Ki    | wke Addn                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Northfid 2-2190                      | Grayless Lee 405 Union Montrose 2-5144                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 🚰 Garza Lupe .    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Northfid 2-2981                      | Grayless Lee Pibg & Elec 110 N 7 MOntrose 2-3882<br>Great American Health & Life Ins Co           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | Inn Richmond Hwy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                      | 1921 Ave H. Northfid 2-2503<br>Green Cattle Co. Simonton                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| GASSAWAY .        | CSE contr 1520 7th                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Northfid 2-2184                      | Green Eva Mae 1100 Ervin                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | 512 N 3<br>09 Winston Dr                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                      | Green S R 2523 Ave FNorthfid 2-4689<br>Green Virginia 401 2ndNorthfid 2-5166                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Gaston Raymo      | nd Grayless                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | MOntrose 2-3590                      | Greenberg Chas 1126 Alamo                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | nd Jr Edgewood Adda<br>Booth Booth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                      | Greenfield Vance Needville HwyNorthfid 2-5066<br>GREENLAWN MEMORIAL PARK                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Fi Gates R L TI   | hompsons                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | MOntrose 2-3993                      | 1921 Ave H. Nürthfid 2-4721                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | ng 1117 James<br>P 1709 Frost                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                      | Greenwald J F 1104 Courtney Dr MOntrose 2-5286<br>Greenwald T S Jr 1103 Travis MOntrose 2-4254    | N. 23.123.2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 🖉 Geick Ben Mr    | \$ 1120 Brazos                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Northfld 2-3828                      | Gregory R W 300 Damoti                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Geick Milton      | Cottonwood Rd                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Northfld 2-4237                      | Gresham R L                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Seick MILT        | DN SERV STA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | H. Northfid 2-3582                   | Greyhound Bus Sta 928 2nd NOAhfid 2-2771                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | Miss 1209 James                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Northfid 2-2350                      | Griffin Byron M 511 N 3Montrose 2-4267<br>Griffith Orral 1211 ElmMontrose 2-4167                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Correct A P of    | ic 1520 Jackson                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | . MOntrose 2-3452<br>Montrose 2-4814 | Griffith W V 4007 Ave I                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2º Gerke Marvin   | S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Northfld 2-3995                      | Grisham E W 1512 7thNOrthfld 2-2345<br>Gritzek Frances Rooming House                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | f Mrs 1815 Ave K<br>716 Ave I                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                      | Grudziecke Ed                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 🗯 Gerken Herma    | n Mrs 1208 Louise                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | NOrthfld 2-2380                      |                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | Bennie H 1747 5th                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                      | Grunwald A H                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| ist Gerstenberger | Fred 1447 4th                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | NOrthfid 2-2118                      | Grunwald Fred                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | Lucille 700 Alamo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                      | GUARANTEE RADIA 2 TELVCM CERV                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Gibson Mabel      | Mrs 2100 Ave M                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Northfid 2-2208                      | Gubbels Jack                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | rookshire Rd                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                      | GUODEIS JUITUS NEEDVILLE HWY                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | hompsons                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                      | Gubbels Mary Mrs 1207 6ti                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Gilmore Minnie    | 205 3rd                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Northfid 2-5139                      | Gudger Henry V Jr 1203 ElmMontrose 2-5193<br>Guerrero Eberordo Larry 208 8thNorthfid 2-4336       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | imonton                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                      | Guerrero Elias Hwy 59 Montrova 2-4362                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Ginsberg Joe 1    | 510 5th                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | NOrthfid 2-3125                      | Gulf Coast Lease Holds ThompsonsMontrose 2-5082<br>Gulf Coast Loans Inc 3013 Ave HNorthfid 2-3182 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | 2527 Ave G                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                      | GUIT UN CORD 1417 Ave G. NOrtherd 2-3832                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | 1404 2nd                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                      | Gulf Oil Corp Gulf-Humble CampMontrose 2-3371-<br>Guntle John A. San Antonio HwyNorthfid 2-4077   | And the second s |
| GLESS EQP (       | 0 1405 Jackson                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | MOntrose 2-2752                      | Gupton John W vet Hwy 90-A Montrose 2-4671                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Gless M C 20      | 6 Houston                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | MOntrose 2-2353<br>MOntrose 2-5233   | Gustavison Rudolph 2814 Ave J NOrthfid 2-3668<br>Gutirrez Noberto 2417 Ave CNorthfid 2-5249       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Glick Emma M      | rs Fulshear                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Northfld 2-4957_                     | Gutowski Walter Old Fenski Rd. Northfid 2-2986<br>Gutowsky Jas V 2110 Ave M. Northfid 2-2215      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | 1300 2nd                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                      | GULOWSKY LEONA E MIS 2110 Ave M NORABIA 2-2215                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | 2505 Ave G                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                      | Gwaltney Madison W Brooks Avc Northfid 2-4523                                                     | anna an Sana an Sana an Sana an Sana<br>Anna an Sana an Sana an Sana<br>Sana an Sana                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| - Gold Herman :   | 1017 7th                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | NOrthfld 2-5202                      | н                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | Pkg Store<br>g Co 1009 Mulcahy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                      | H B GTS Hwy 90-A                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| - Goldstein Joe   | 806 Morton                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Müntense 2-4187                      | Haas Wilbert V Needville HwyNorthfid 2-2019                                                       | 10 Sel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Gonez Santos      | 1501 Brazos<br>707 S 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Northfid 2-2302<br>Montrose 2-2495   | Hacker Martin W 1736 7thNorthfid 2-3418<br>Hackstedt HenryNorthfid 2-3059                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Gonyo R Crab      | b<br>d 327 Houston                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | .MOntrose 2-5005                     | Hater Alton                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Gonzales Jane     | 2011 Ave D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | NOrthfid 2-4460                      | Hafer Alvin 301 FaminMontrose 2-4526<br>Hafer Louis 1504 MillieNorthfid 2-3888                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Gonzales Joe F    | 312 1st<br>ela 420 4th                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Northfid 2-2189                      | Hafer Olin 1203 LouiseNOrthfid 2-3636<br>Hagen Carl LMOntrose 2-5057                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Goode Dorothy     | 1311 Ave G                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | . Northfld 2-4738                    | Haidock Pauline 805 Fort                                                                          | and the second                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                   | 11 Maiden Lane<br>Home 1716 Ave E                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                      | Hairgrove Jas A 516 MortonMOntrose 2-2556<br>Hajdik Joe E 1322 4thNorthfid 2-2298                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Goodman Rose      | Reinke Mrs 512 Morton                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Montrose 2-2492                      | Hajdik John 1410 4th                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| GORDON'S PI       | 1204 Millie                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | NOrthfid 2-2431                      | Hajek F H 1100 Houston                                                                            | Real Providence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Gorka Charlie     | Thompsons Hwy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | . MOntrose 2-2936                    | HALL C L chirprtr 1117 3rdNOrthfid 2-4711                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 🔄 Goss H M 414    | Washgtn                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | . MOntrose 2-4824                    | Res Sally Ann DrNorthfid 2-2725<br>Hall Elia 523 BrazosNorthfid 2-2675                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Goss L H Orei     | and Hwy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Northfid 2-2013                      | Hall Kenneth F 922 2nd Northfid 2-4490                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Grady W M Fi      | alshear                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Northfld 2-2998                      | Halimark S P 702 MortonMontrose 2-2426<br>Hamby C MNorthfid 2-2197                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | Horace Mann Ave                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                      | Hamby R E 1116 2ndNOrthfid 2-4198                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Grant L D         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Northfid 2-5032                      | Hammer Roy 1113 JamesNorthfid 2-3509<br>Hampil J W Mrs 505 UnionMontrose 2-5244                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                   | 32 Timberlane Dr                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | NUrthfid 2-2735                      | Ham's Drive Inn 1506 Liberty MOntrose 2-8048                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| 16 Newton-Pitts / C<br>Newton E P 501 Washetn                                                                                     |                      |                                   |
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| 16 Newton Div 10                                                                                                                  |                      | • 10 / 1 · 10                     |
| Pitts /                                                                                                                           | JJ Pinkan            |                                   |
| Newton E P 501 Washgtn<br>Newton Lillie Oil Field Rd                                                                              | - C KICHMO           | nd-Rosenberg                      |
|                                                                                                                                   |                      |                                   |
| Nichols C V MD ofc 202 S 4<br>Res 512 S 7<br>Nichols E F                                                                          | MOntrose 2-247       | 4 Palmer Floyd                    |
| Res 512 5 7 01C 202 5 4                                                                                                           | MOntrose 2-402       | 7 Palmer John                     |
| Res 512 S 7.<br>Nichols E E Mrs.<br>Nichols M W 1222 Georgina.                                                                    | NOntrose 2-463       | 2 Parchman C F                    |
| Nichols M W 1222 Georgina<br>Nichols Meacie 1415 Av E                                                                             | NOrthful 2-352       | 3 Parchman Dan                    |
| Nichols Meacie 1415 Av E<br>Nichols-Thompson Clinic 202 S 4.                                                                      | NO-1-0-2-316         | Parchman H L                      |
| Nichols-Thompson Clinic 202 S 4.<br>If no answer call<br>Nicholson 1 A                                                            | NO-10-2-4212         | Parchman M                        |
| If an endingson Clinic 202 S A                                                                                                    | 10/unio 2-255        | PARCHMAN                          |
| If the answer call<br>Nicholson J A Scott Ave.<br>Nicholson John T 1701 Av I.                                                     | MOntrose 2-4632      | Parham J D                        |
|                                                                                                                                   |                      |                                   |
| Nichter Herman 11701 Av I<br>Nicklas Raymond 1038 Sally Ann<br>Niscavits Anion 2038 Sally Ann                                     | ND-1-110 2-5295      | Parker Hays 1                     |
| Nicklas Raymond 1110 Alamo.                                                                                                       | N0-460 2-2448        | Parker John S.                    |
| Niscavite Antonio 1038 Sally Ann                                                                                                  | Dr N0+1110 2-3834    | Parker John M                     |
| Niscavite E A 2220 AV L                                                                                                           | NO-1110 2-2105       | Parker R R 714                    |
| Niscavits Anton 2220 Av L<br>Niscavits F A                                                                                        | NO-1110 2-2769       | FATTER Salas C.                   |
| Niscavits F A<br>Niscavits J D 1412 7th.<br>Nix D R 1020 Allen                                                                    | Noruniid 2-4092      | Parks C H 796                     |
| Nixon Grand Allen                                                                                                                 | ···· Northfid 2-4155 | rdrks Frank 10                    |
| Nix D R 1020 Allen<br>Nixon Grace 1201 8th<br>Note Lester 1404 Ward                                                               | ···· nurthfid 2-3139 | Part Joe G Hu                     |
| North Tiester 1404 Ward                                                                                                           | ···· northfid 2-2757 | Parrott A P 22                    |
| Note Lester 1404 Ward<br>Nordhausen Sam 1215 Main<br>Nordt Ernest H.<br>Nordt W H                                                 |                      | Parrott M E 90                    |
| Nordt W H<br>Norris Charlese 4                                                                                                    | muntrose 2-4492      | PARROTT'S CO                      |
| Norris Charles                                                                                                                    | Northfid 2-2991      |                                   |
| Nordt W H<br>Norris Charlene 418 4th.<br>Norris Elia B 604 Mulcahy                                                                | Northfid 2-2087      | Parten R A 408                    |
| North H K 512 7th.                                                                                                                | Northfid 2-4741      | Farten C W sos                    |
| North H K 512 7th.<br>North Main Bar 1911 Ave E.                                                                                  | Nurthfld 2-3425      | Pasteka C G 170                   |
| Norton Wain Bar 1911 Ave F                                                                                                        | Nurthfid 2-4755      | Editor Lamon LL.                  |
| North Main Bar 1911 Ave E<br>Norton Homer 4906 Av H                                                                               | Northfid 2-8164      | Pate I S Enter                    |
| Norton Homer 4906 Av H.<br>Noska Anton 912 7th<br>Noska Frank 916 7th                                                             | Northfld 2-2831      | Pate L S Fulsh<br>Patterson E M 1 |
| Noska Frank 916 7th.<br>Nott W E Mrs                                                                                              | Northfid 2-2469      | Paukert Erwin W                   |
| Nont W E Mrs                                                                                                                      | Northfid 2-3169      | Paul John W 110                   |
| Nott W E Mrs<br>Novak Adolph Old Fenski Rd                                                                                        | Northfid 2-5072      | PAULS CLAREN                      |
| Novak Ella Tillie 1306 Ister                                                                                                      | NOrthfid 2-4025      |                                   |
| Novak Adolph Old Feuski Rd<br>Novak Ella IIIIe 1306 James<br>Novak W V Polka Addn<br>Novosad Rudy 1130 Millie<br>Novosad Victor C | Northind 2-dans      | Pauls Clarence T 1                |
| Novosad Rudy 1130 Millie<br>Novosad Victor C 1209 West                                                                            | NOrthfid 2-2700      |                                   |
| Victor C 1209 Wash                                                                                                                | Northfid 2-3233      | raviista Gue I                    |
| Novosad Victor C 1209 West                                                                                                        | Northfid 2-3180      | raviorr Sonkia                    |
| Nowak Bruno 2608 4th<br>Nowak Rosie Mrs Booth                                                                                     |                      |                                   |
|                                                                                                                                   | . MOntrose 2-4920    | AWLAK JOE GA                      |
| -                                                                                                                                 |                      | COVERN JUE GA                     |

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| Oberboff Ante | R E 1501 Millie                 |                 |              |
|---------------|---------------------------------|-----------------|--------------|
| Oberhoff I W  | rt E 1501 Millie<br>ur 1620 6th | NO              | thfid 2-3403 |
| Oberhoff Paym | 1507 7th                        | NO              | untid 2-3248 |
| Oberhoff They | 1701 7th                        | NO              | unia 2-3303  |
| Oberhoff W H  | Needville Hwy<br>SINCLAIR SE    | · · · · · · NO- | 10110 2-4580 |
| OBEBHOFFS     | SINCLAIR SE                     | NO              | thfld 2-3297 |
| A             | UNULAIR SE                      | AV STA          | 2.2021       |

|                                                                                                                                 | NO-ILO LO DO    |
|---------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Ording Del 900 Damon<br>Orlischleger Olvin 1508 Ward                                                                            | 10runtid 2-8076 |
| ocuing Del 900 Damon                                                                                                            | NOrthfld 2-422  |
| Oelschlanes Out Wainon.                                                                                                         | NO 0110 2-0315  |
| Onthe Word UNA 1508 Ward                                                                                                        | nurthfid 2-3370 |
| Ugiloy Allia Mire Soo Ward                                                                                                      | NOALONA         |
| Oelschleger Olvin 1508 Ward<br>Ogilby Allie Miss 1407 Austin<br>Ognoskie Albert Lee Old Fenske Rd<br>Ogrodowicz Pete P 1310 7th | 2-2710          |
| Albert Lee Old P                                                                                                                | 10ntmse 2-2412  |
| Varodowicz Data D. Old Conske Rd                                                                                                | NOALO           |
| Ogrodowicz Pete P 1310 7th<br>Ondrusek John 1418 Carlisle                                                                       | 2-5090          |
| Shurwer John 1410 Carlin                                                                                                        | Northfla 2 2774 |
| Orsak Mamanu arto Carlisle                                                                                                      | 10 2-2/16       |
| Ondrusek John 1418 Cariisle<br>Orsak Margaret 2203 Ave G.                                                                       | Vrthfld 2-2307  |
| V Shieles L F 1100 Hore W.                                                                                                      | Orthela 2 Com   |
| Orsak Margaret 2203 Ave G.<br>O'Shieles L F 1120 Houston<br>Oshiman Dry Gds Co Picture Ave G.                                   | 2-5247          |
| UTY GOS CO. Dichard                                                                                                             | Urthfld 2. 2AAr |

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 d-Rosenberg

 Palmer Floyd V 907 SanJacinto

 Palmer John A 1117 George

 Parchman C R 1069 Sally Ann Dr.

 Parchman M E 1201 Allen

 Parker John Henry S13 Ist.

 Parker John Henry S13 Ist.

 Parker John Henry S13 Ist.

 Parker R 716 S Union

 Parker Sales Co Inc 2120 Av H.

 Parks C H 728 Lloyd.

 Part Joe G Humble Camp.

 Parten R A 408 S 9.

 Parten S W 1014 8th

 Pastor Lamen H 1736 8th.

 Patter Son E M 106 Grayless.

 Maul John W 1109 Frost

 Pavlis Clarence T 1408 1st.

 Pavils Clarence T 1408 1st.

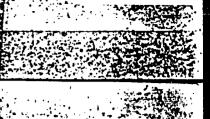
 Pavilock Sophie 720 Damon.

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| ğ        | Pecan Acres Ranch Simon 1044 Miles                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 030      | Pecan Acres Ranch Simonton                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | •••  |
| 3        | Pena Food Mirt 410 7th<br>Pence Floyd L 1702 Marilyn<br>Penkert L W 1029 Flarence                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1    |
| Ō        | PENCE Floyd I among a second s | -    |
|          | Penkert L W 1029 Frances Dr.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      |
| 5        | Pankant 11 1 1029 Frances Dr.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1    |
| <u>,</u> | Penkert W H 1211 Carlisle.<br>Penkert's Goodrich Store                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | - 2  |
|          | Penkert's Goodrich Store 1831 Av H.<br>Pennel V W 1321 Stb                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | . N  |
| 5        | Pennel V W 1321 Sta                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | . N  |
|          | PPPPT Howard P                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | - 81 |
| ,        | Perez Howard F 1104 West                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | N    |
|          | Perez Isabel 1718 1st.<br>Perez Luciano 804 Lettia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |
|          | Perez Luciano 804 Lettie                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      |
|          | Perkins A M 1419 Damon                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | MU   |
|          | Perkins A M 1419 Damon<br>Perkins Fred 402 Ferry<br>Perkins Joe L Jr 1104                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | N(   |
|          | Perkins log I i and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 40   |
|          | Perkins Joe L Jr 1104 James.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | NÖ   |
|          | Perkins Luther 1525 Louise                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | มก   |
|          | Peschel D A<br>Peschel Waldo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      |
|          | Peschel Waldo<br>Petter Arnold E 806 Ward                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 10   |
|          | Petter Arnold E 806 Ward.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | NQ   |
|          | Petter J H 1020 D Hard                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 20.  |
|          | Petter J H 1020 Brazos<br>Petter Richard 1103 Austin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 10   |
|          | Phone Richard 1103 Austin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 5    |
|          | Pharr Josie Miss 607 S Front                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | U    |
|          | Pharr Kirkland 102 Main                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 0.   |
| · 1      | hilling B C with the second seco                                                                                                                                                                                                                                             | 0-6  |
|          | Phillips Bailey 1111 Fort                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 12   |
| i        | billion Daney 1111 Fort                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | . 7  |
| ż        | hillips Geo<br>hillips Johnnie Foster                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | -    |
| - 5      | hillips Johnnie Foster                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2    |
|          | ick David 202 Union                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ж    |
| P        | ick David 202 Union                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ÷1   |
| P        | ICKARD & WUCCING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2    |
| -        | ickard G R 1106 4th MO<br>ICKARD & HUGGINS DRUG STORE<br>ickard Roy Jr 1708 Cartista 800 3rd NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1    |
| P        | ickand Bau to 800 and No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | *    |
|          | KOY JE 1708 Carling OUD SHE NU                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1    |

NO

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### 95 Drake-Fire

EXLIBIT 5

| e Robt L 1201 Alamo                                          | NO-ALEAD DECA                           |
|--------------------------------------------------------------|-----------------------------------------|
| Drenner F L Montrose Acres.<br>Drenner G L 2419 1st.         | NOrthfld 2.4770                         |
| Drenner G L 2419 1st                                         | N0-++(1-2-2700                          |
| Drew Albert 1302 Dudley Dr.                                  | MOnteres 2 2004                         |
| Driskell R W 923 4th.                                        | NO-45414 2 2240                         |
| Drive-In Theatre 3442 Ave H.                                 |                                         |
| Drozd J H 1600 West                                          | NO-4644 2 2274                          |
| LUNDE LINTERCE E 1113 Geomina                                | NO-45843 3600                           |
| Ducas J A Hwy 36                                             | NO-45414 2 5200                         |
| Dugas J A Hwy 36.<br>Duke P L 2012 1st.                      | NO-4604 2 3100                          |
| Dunbar N K 1700 Houston                                      | NO-4604 2 4005                          |
| Dungan W V 1047 Sally Ann Dr.                                |                                         |
| Dunman Rex Needville Hwy.                                    |                                         |
| Dunn Evelyn 1407 Dallas                                      | NO-1110 2-4004                          |
| Dunn J B 801 San Jacinto.                                    |                                         |
| Dunn Tommie L 1211 7th.                                      | NUTURIO 2-4505                          |
| DuPont Geo 514 Travis.                                       | Northing 2-2120                         |
|                                                              | NUntrose 2-4509                         |
| Dupree U J 1317 Millie                                       | Nurthfid 2-4704                         |
| Dupuy Marsden J 1028 Frances Dr                              | Northfid 2-2758                         |
| Duran Geo 516 1st                                            | Northfid 2-4898                         |
| Duran John 523 Houston                                       | Northfild 2-4604                        |
| Rural Res<br>Duran Manuel 401 1st                            | Northfid 2-4987                         |
| DUIDAN CEDU OTA SOL IN                                       | Vorthfid 2-2197                         |
| DURAN SERV STA 503 Houston                                   | Northfid 2-4152                         |
| DURAN'S SUPER MKT 1703 Ave D. M                              | Orthfid 2-2160                          |
| DURAN'S SUPER MKT 1703 Ave D                                 | Orthfid 2-4691                          |
| Durham Leona 1307 Walnut.                                    | Orthfid 2-3481                          |
| UUSER CURSTR CO 1100 CarlisteN                               | Orthfld 2-4291                          |
| DUSEK CONSTR CO 1100 Carlisie                                | Orthfid 2-4291                          |
| DESCA L F GARAGE 3113 AV I                                   | 0+++0+2-2201                            |
| Dusek Oscar L 1305 Frost. N                                  | Orthfid 2-3857                          |
| Dusek Otto 1313 George                                       | Orthfid 2-4113                          |
| Dutton C L ofc George BldgMi                                 | Ontrose 2-3321                          |
| Res 607 Hillcrest Dr                                         | Ontrose 2-3321                          |
| Dutton Ruby Day Mrs 911 FrontMi                              | Ontrose 2-3202                          |
|                                                              | 0~~>~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~ |
| Dworsky J E 1607 Ave MN                                      | Orthfld 2-4863                          |
| Dyer Sinclair 304 S 7M(                                      | Introse 2-2687                          |
| Dyla W L 4908 Timberlane DrN<br>Ozierzanowski B H 1706 Av LN | Orthfld 2-2902                          |
| Uzierzanowski B H 1706 Av LN                                 | Orthfld 2-4184                          |

| 9 | , <b>.</b> |  |
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| E G FOOD MKT 303 Hwy 59-A       | . MOntrose 2-4362  |
|---------------------------------|--------------------|
| tamest H G 1315 Elm.            | MOntrose 2-4186    |
| Lasley Jas Brooks Ave           | NOrthfid 2.4629    |
| Easterly I D 2510 Av F.         | NOrthfld 2-4701    |
| LOAD G B Needville Hwy          |                    |
| Ebaro 6 B Jr 3216 Av I          | NOrthfld 2-5160    |
| Ebasco Servs Inc Smithers Lake  | . MOntrose 2-3322  |
| EDELE R 1617 Ave L.             | NO-15-3318         |
| EDen Agnes Mrs 2625 Av F.       | BOrthfld 2-3780    |
| EDen E W 1519 West              | NOrthitel 2-4627   |
| EDER HERDert G 1516 7th.        | NOrthfld 2-2317    |
| Eben P Mrs 1700 Ave K           | NOrthfld 2-2147    |
| EDDIE'S ELECT 305 Riveredue Dr. | Montrese 2-3551    |
| Locistein H Mrs 210 S 9         | MOntrose 2-4464    |
| SUELSTEIN'S 302 Morton          | MÜntree 2-5182     |
| Edgewood Cale                   | MOntrora 2-9171    |
| Comonids J T Rice               | NO++61+2-2200      |
| Edmonson Will Crabb.            | MOntrosa 2-4048    |
| ED'S SADDLERY 1916 AV G.        | NOmbfid 2-8062     |
| Edwards C H 1509 5th            | . Northfid 2-2616  |
| tuwarus Dairy Thompsons         | Müntence 2,2092    |
| Edwards Earl 709 S 5            | MOntrosa 2-33/7    |
| Edwards H C 1125 Tobola         | NOrthfld 2-2706    |
| Edwards Louis Thompsons         | Montrose 2-5071    |
| Edwards Will Thomesons          | M0n*mca 2-5095     |
| Enrich Louis Band Rd            | NO++Fid 2-5054     |
| Eicher Frank C 1209 George      | . NOrthfid 2-4467  |
|                                 | NO-+647-2001-      |
| Enomann Emil 1512 Frost         | . NOrthfid 2-3628  |
| Ebonann John 1511 7th           | NOrthfid 2-2126    |
| Eixmann Otto W 1729 6th         | NO-45-04 2-3899    |
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|                                                                      | NO-16139 4864     |
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| EL PUENTE RESTRAT Hwy 59                                             | NO-thing 2-9994   |
| Emerson J H Needville Hwy                                            | NO                |
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| Enax Benny 1512 West                                                 | MUNTROSE 2-4410   |
| Engel Floyd 1801 Mulcahy.                                            | Norunna 2-4759    |
| Engelhart Lloyd D 1420 Leaman Av.                                    |                   |
| Enquist B R 411 Clay                                                 | . Northild 2-3315 |
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| EPPES' JACK TEXACO SERV STA                                          | NURUMIA 2-3710    |
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| Ernest Edw J Bernard Av.                                             | Northfid 2-4583   |
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| Estes C N Mrs 2100 Av M.                                             | . MUntrose 2-2775 |
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Our Lady of Guadalupe Church

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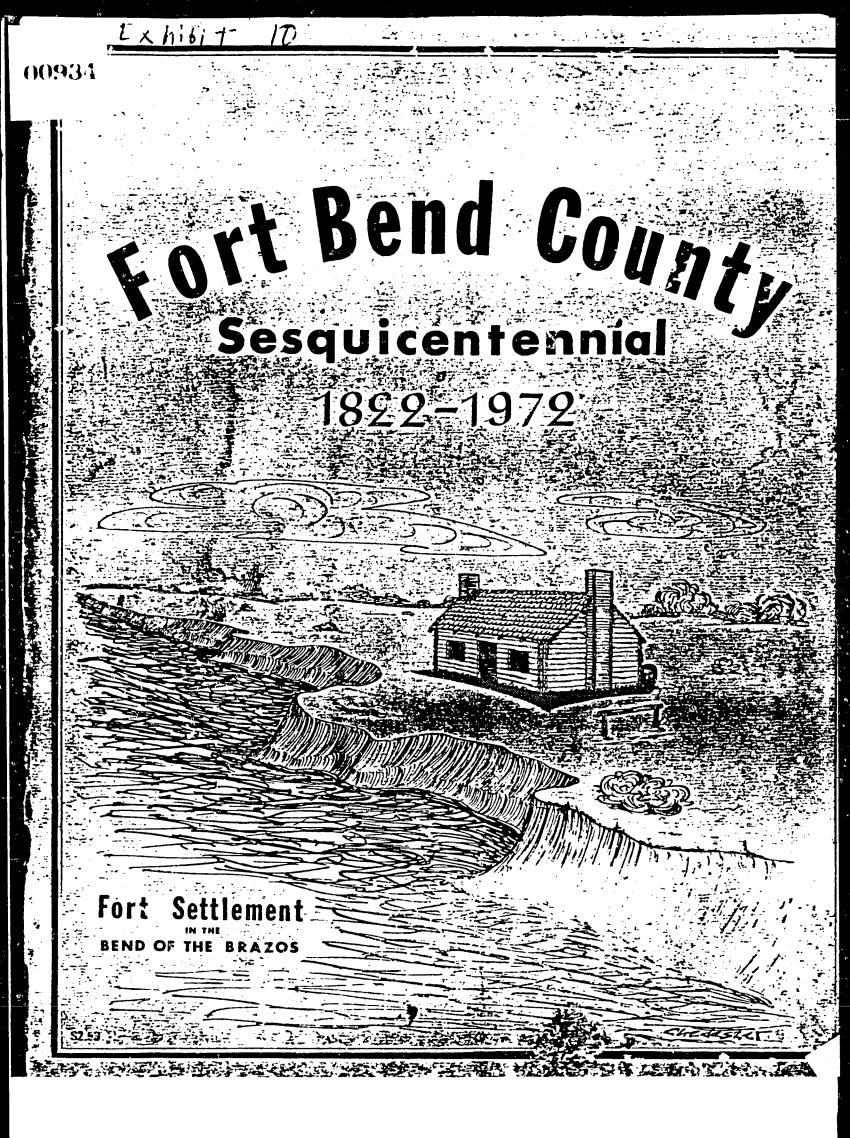


Exhibit 10 - page 2

# Aeedville



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 purchesed 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. <u>Other families that lived close to Needville around 1900</u> or prior were the Henry Bankers, Abendroth, Fenskies,



Inside the Meat Market

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 pasttimes 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.

0093



Telephone Office

This page sponsored by First State Bank, Needville, Texas

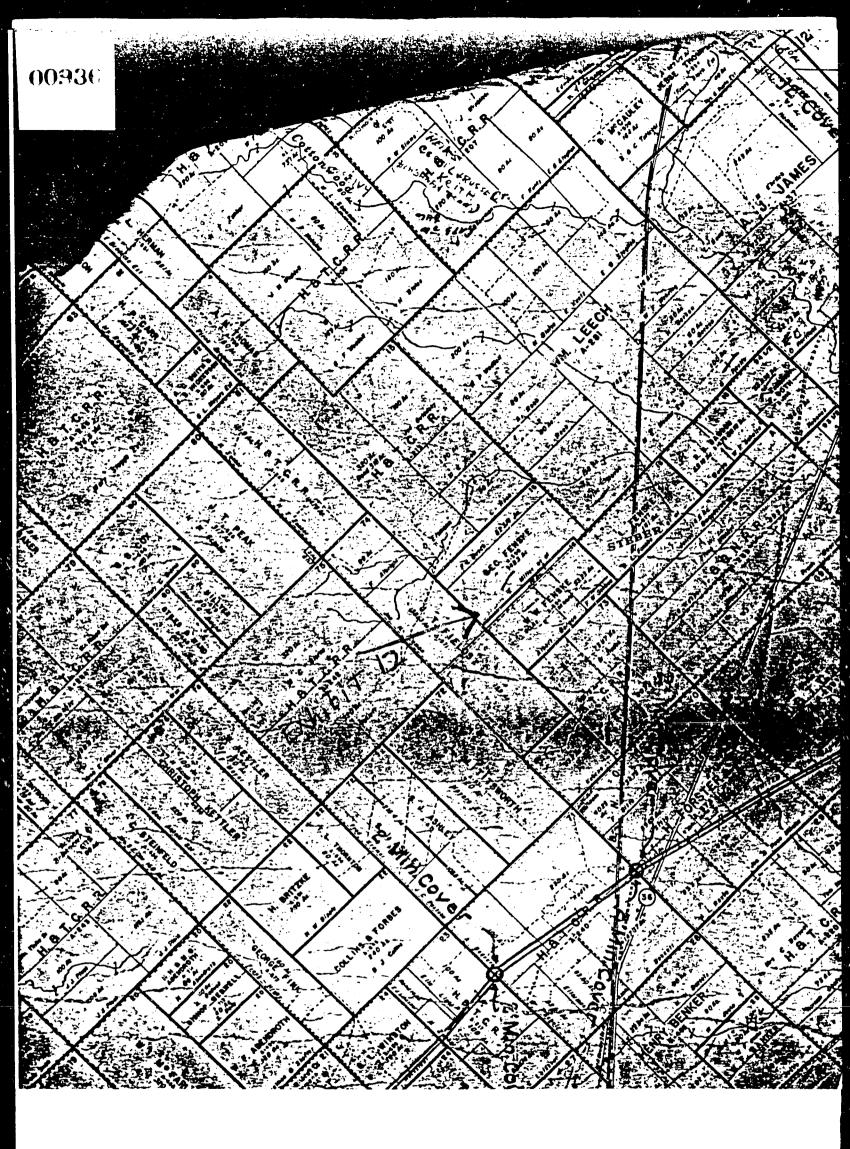


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Mary 11, 1931 - Communications of Sugarland, Texas. Mary 11, 1931 - Communicationes Court Munites, vel Q, page 51] IN RE: Widening of Fenske Lange)

The report of the Jury of View on widening the Fonske Land, ease up for consideration, action on same having been deferred to Hay 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 5th, 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 read 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.

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IN RE: Bid of F.M.Renfpow to ) construct wat, etc accepted. )

On motion of I.G.Wirts, seconded and unanimously carried, the bid of F.M.Renfrow of Freeno, Texas, to construct a dipping wat pens and drilling well at Burneide, and repairing Renfrow wat at Freeno, for a total consideration of \$477.07 was accepted.

IN RE: Bid of O.Senior for constructing ) vat. etc. acceptes.

On motion of I.O.Wirts, seconded and unanimously carried, the bid of Oliver Benior of De Walt, Texas, for material and labor used to construct a dipping vat, pens and well at Blue Ridge, and repair Sonfor vat, for the sum of \$357.000was 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 Clunty, 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 con fined in the penintentiary 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 charbed to Fort Benű 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 Consales, 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 cate for him and no means for his financial support and that be is in need of assistance, on motion of P.A.Foorman, seconded and unanimously.

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# IN RE: Payment for right-of-way )

from Joseph Pultr.

On motion of Ed.Stern, seconded and unamimously carried, a deed was accepted from Joseph Pulterand children covering right-of-way across their land in Soction #60, H.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.

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Exhibit

## 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-65-way and \$17.60 for fence, the said Lala and wife to build their ewn 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 Olerk was ordered to pay same out of available fund of Road Dist. No. 11. A woucher 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 Oretchel heirs. )

On motion of P.A.Poorman, seconded and manimously carried, it was ordered that the heirs of Franz Cretchel be paid \$100.00 for right-dS-way across the land owned by the estate of Franz Cretchel, in Section \$60, H.A.T.O.Ry.Co.Burvey, for right-of-way of Guy-Long Point Fublic 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.Barks, of Needville, Texas, for quarter ending May 31, 1931; Palace Newt Market of Rosenborg, 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. Roes, County Agent, covering the months of April and May 1931, was approved. Jume 8 1931 - Communications-Count Munites, Vol Q, P. 516

IN RE: Right-of-way deeds on ) Fenake Lane.

Ed.Risinger appeared before the Coumissioners' Court and reported

Exhibit 14 (continued

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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. ..... IN RE: Bid of T.B.Robinson ) to construct 3 dipping vats accepted) On motion of I.G. Wirts, seconded and unanimously carried, the bid of T.B. Robinson to construct three dipping wate, 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 wat and the Nowers wat, all for a total consideration of \$1200.00, was accepted. Said wats to be constructed according to plan submitted, Said T.B.Robinson to furnish all material and labor. Wats to be delivered complete, rendy for use. --------IN RE: Henry Hausler } Right-of-way X 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 lurniening him with two bridges on State Highway No. 36, was rejected. IN RE: Bill allowed G.M. ) Goldsmith for \$39.00 The bill of 0.M. Goldsmith for securing 13 right-of-way dueds, 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. - - - - - - - - -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 norces 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. IN RE: Assessment of Property ) of Richmond Cometery Asen. 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 Assiciation 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. ---IN RE: Onnoellation Certificates ) 1 On Taxes On motion of John A.Yarling, seconded and unanimously carried. 1

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

An a stream of the second seco comm. cer.min · Exhibit. 15 00940 552 Ed.Stern, Commissioner Precinct No. 2. I.G. Wirts, Commissioner Precinct No. 3. Perry A. Poorman, Commissioner Prepinct No. 4. (L œ IN RE! Bid of L.A. Dannhause to move Bldgs., on Mrs. Dance ) property & negro Church ١ L. L. 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 cenetery ) ) On motion of Ed.Stern, seconded and umanimously near Armstrongs corner carried, Henry Lewis was awarded contract for moving dead bodies from negro censtary near Armstrong's corner, to make room for widening public road in front of said constery. The **(U**) Ľ agreed price being \$125.00 for moving five bodies. Fort Band County to furnish the boxes delivered at said cometery. 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. P. Packer and others for appointment of Denver L. Saunders as constable of Justice Preclust So. 3, case 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 dustice precinct where there is no Justice of the Peace. Said petition was passed for surther consideration, minutes, USI 8 p 55 fully 13, 1931 - commissioner Court minutes, USI 8 p 55 **(**b B IN RET Deeds for R. Way on Fenske Lane.) Id.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 maximum 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.C.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 Greek 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 Greek to Armstrong's corner to be 15% per cubbo yard and from Armstrong's corner 66 the river at 17# per cubic yard, outlet ditches at 150/.

**DEED** 136

00941

151 Ó (L.S.) Marjorie Bolton, Notary Publi<u>c, Te</u>zas. Approved as to: Terms S.L.Monroe, Description S.L.Monroe Form B.L.Dowdy Filed for Record Aug. 15, 1931 at 6 of clock A.M. Recorded Aug. 15, 1931 at 2:30 o'clock P.M. Olerk County Court For County, Texas By\_ Deputy Frank Kostelnik et ux Fort Bend County, Company R/W Deed Dated, August 15, 1931 THE STATE OF TEXAS COUNTY OF FORT BEND KNOW ALL MEN BY THESE PRESENTS: That Frenk 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 comsideration of establishing and maintaining a Public Road over and across the land hereinafter described, have Remised, Released, and Quit-Olaimed, and by these presents do Remise, Release and Quit-claim unto the said County of Fort Bend, the right of Way 16 to 20 feet in width, over and across 1.465 acres of the Sec. 942 H.A.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 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 8. 45° E. 18 feet to a point in the Southeast line of the proposed 50 foot right of way for the Fenske Road; Thence N: 45° E. along said proposed 80 foor right-of way line 1641 feet to the beginning of a ourve; Thence curving to the right on a curve, the radius of which is 64 feet; 101.2 fest to the end of Ourve: Thence 8. 44. 14. E. 1163.3 feet to a point in the present Southeast fence line of said 57.3 acre tradt: 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 more 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 more tract, 1924 feet to the point of beginning and containing 1.465 mores 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. WITHERS our hands this 15 day of August 1931. Frank Kostelnik Frances Kostelnik THE STATE OF

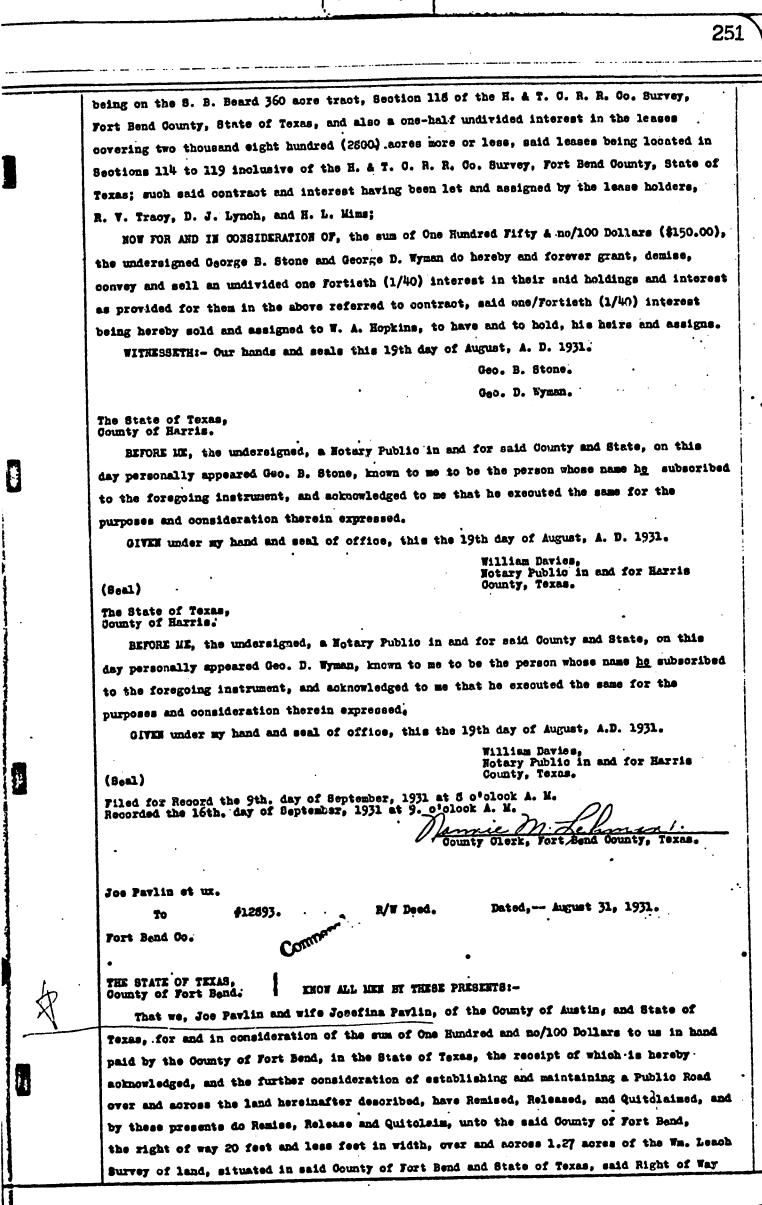
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## to cross said land as follows, to-wit:

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Being a strip of land 2571.5 feet long and 20 feet and less in width off the Southeast side of the 100 more 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 produced by Fort Bend County and is more particularly described as follows:

Beginning at the present South fence corner of said 100 acre tract;

Thence W. 45 deg. W. 19 feet to the point where the Southwest line of said 100 acre tract crosses the Northwest line of the proposed 50 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 Bouthwesterly 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 ROLD the aforesaid Right of Way unto the said County of Fort Bend to be used as a Fublic 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 Motary Public in end 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. Borgol, Notary Public in and for Austin County, Texas.

Filed for record Sept. 9, 1931 at 11 e'clock A. M. Recorded Sept. 16, 1931 at 9:15 e'clock A. M.

Deputy.

Mamie Growder et vir.

To

Vance G. Snedecor.

(80%1)

B7

Dated, --- September 5, 1931.

THE STATE OF TEXAS County of Fort Bend. ENOW ALL MEN BT THESE PRESENTS: That we, Mamie Crowder ( nee Ruskey) and husband, R. S. Crowder, of the

Companed

#12894.

County of Fort Bend, State of Texas, for and in consideration of the sum of Mine Hundred

Warranty Deed,

Exhibit 18

DEED 136

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Thence North 45° West along said Bouthwest 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 7520 feet more or less to the point of beginning and containing 5.20 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 TELAS ) COUNTY OF FORT BEED ) 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 Reedville, Texas, this 22nd day of September A.D. 1931. A.C.Schendel, Notary Public in and for Fort Band County, Texas. (L.S.) Filed for Record Sept. 25, 1931 at 9 o'clock A.K. Recorded October 1, 1931 at 3:50 o'clock P.M. anne Comte \_Deputy By, Compered Fred W. Schawe et ux Dated, June 5, 1931 R/W Deed To #129866 Fort Bend County THE STATE OF TEXAS COUNTY OF FORT BEND KNOW ALL MEN BY THESE PRESENTS: THAT we, Fred W.Sohawe and wife Hre. Fred W. Schawe, (formerly Selma Elesterhoff) of the County of Fort Bend and State of

Hire. Fred W.Schawe, (formerly Selma Klosterhoff) of the County of Fort Bend and State of Texns, 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-Olaimed, and by these presents, do Romise, Release and Quit-Olaim, 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. 4.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 t the 53.33 acre tract conveyed by Mrs. Emma Berger to Selma Elosterhoff by deed recorded Voli 85, page 205 of the Deed Records of Fort Bend County, Texas. Said strip of land is an addition to right of way formerly produced by Fort Bend County and is more particularly described

Expiliant

DEED 136

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as follows:

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Beginning at the present West fence corner unid Selma Elesterhoff 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;

c

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 Elesterhoff tract;

Thence N. 45° W. 4 feet to the present North fence corner said Elesterhoff tract;

Thence in a Southwesterly direction along the present Northwest fence line said Elesterhoff tract 1300 fest more or less to the point of beginning and containing 0.095 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 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 Yort Bend County, Texas, on this day porsonally 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.

CIVEN under my hand and seal of office at Rosenberg, Texas, this 5th day of June A.D. 1931.

(L. S.)

Edward Risingor, Notary Public in and for Fort Bend Co.Texas.

Dated, June 6, 1931

Filed for Record Sept. 25, 1931 at 10 o'clock A.M.

Deputy

R/W Deed

Recorded October 1, 1931 at 4:30 o'clock P.M. County Texas

P.F. Rubenak Jr. et uz Compared To # 12967 Fort Bend County THE STATE OF TEXAS ١ COUNTY OF FORT BEYD

KHOW ALL MEM BY THREE PRESENTS: TRAT We, P.P. Hubenak Jr, and Custa Hubenak his wife of the County 62 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 hareby acknowledged, and the further consideration of establishing and maintaining a Public Road over and across the land hereinafter described, have Remised, Roleased, and Quit-Olaimed, and by these presents do Remise, Releast and Quit-

| 946                                   | DEED 136                                                                                                                 |                  |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------|------------------|
| 64                                    | ت                                                                                                                        |                  |
| · · · · · · · · · · · · · · · · · · · |                                                                                                                          |                  |
|                                       |                                                                                                                          | P Bihanak -      |
|                                       | expressed. And the said Gusta Hubenak wife of the said P.I                                                               | . 1              |
| •                                     | i by me privily and apart from her husband, and having the                                                               |                  |
|                                       | he, the said Gusta Hubenak, acknowledged such instrument to                                                              |                  |
| •                                     | red that she had willingly signed the same for the purposed                                                              |                  |
|                                       | xpressed, and that she did not wish to retract it.<br>WEN under my hand and seal of office at Rosenberg, Texas, (        | this 6 day of    |
| June A.D. 1931.                       |                                                                                                                          |                  |
| deve 2772e                            | Edward Risinger, Notary Public :                                                                                         | in and for       |
| (L.S.)                                | Fort Bend Co.Texas.                                                                                                      |                  |
|                                       | iled for Record Sept 25, 1931 at 10 o'clock A.M.                                                                         |                  |
| •                                     | borded Ootober 2, 1931 at 5:25 o'clock A.V.                                                                              |                  |
|                                       | Mannie M. Lehin                                                                                                          | ran.             |
| •                                     |                                                                                                                          | unty,Texas       |
| By                                    | Deputy . '                                                                                                               |                  |
|                                       |                                                                                                                          |                  |
| Louis Fenske                          | mared BAN Dand Dated Sont Sont                                                                                           |                  |
| To P 12965 Com                        | Dated, June 5, 1931                                                                                                      |                  |
| THE STATE OF TEXAS                    | )                                                                                                                        |                  |
| COUNTY OF FORT BEND                   | · · · · · · · · · · · · · · · · · · ·                                                                                    | 1                |
|                                       | KNOW ALL MEN BY THESE PRESENTS: That Louis Fen                                                                           | ske of the       |
| County of Fort Bend                   | and State of Texas, for and in consideration of the sum of                                                               |                  |
|                                       | by the County of Fort Bend, in the State of Texas, the rec                                                               |                  |
|                                       | ged, and the further consideration of establishing and main                                                              |                  |
|                                       | d across the land hereinafter described, have Remised, Rel                                                               |                  |
|                                       | y these presents do Remise, Release and Quit-Olaim, unto t                                                               | •,               |
| of Fort Bend, the R                   | ight of Way 31.5 and less feet in width, over and across 1                                                               | .286 acres of    |
|                                       | R.R.Co. Survey of land, situated in said County of Fort Be                                                               | and and State of |
|                                       | f Way to cross said land as follows, to-wit:                                                                             |                  |
|                                       | ing two strips of land off the Northwest side of the Louis                                                               |                  |
|                                       | H.&.T.O.R.R.Co. Survey. Said two strips of land separated b                                                              |                  |
|                                       | e Damon Mound Branch of the G.R.& S.A.R.R. are additions t                                                               |                  |
|                                       | by Fort Bend County and are separately and more particularl                                                              | y described as   |
| follows:<br>Tr                        | act 1: Beginning at the success Wards                                                                                    | Fenete treate    |
|                                       | act 1: Beginning at the present North fence corner of said<br>mence 5. 45° 5. 19.5 feet to the point where the Northeast |                  |
| •                                     | sence a, 45° E. 19.5 feet to the point where the Northeast<br>is the Southeast line of the proposed 50 foot right of way |                  |
| Fenske tract crosse<br>Road;          | or the proposed 50 1005 11ght of Way                                                                                     |                  |
|                                       | sence 8. 45° W. along said proposed 50 foot right of way li                                                              | De 370 9 fact to |
|                                       | crosses the East right of way line of said U.H.A.S.A.R.R;                                                                | //               |
|                                       | sence M. 3º 09' E. 31.5 feet along said East right of way 1                                                              | ine of G.H.A.B.  |
|                                       | where it crosses the present Northwest fence line said Fe                                                                | <u>i</u>         |
|                                       | Thence in a Northeasterly direction along said present North                                                             |                  |
|                                       | ot 250.'9 feet to the point of beginning and containing 0,1                                                              |                  |
|                                       | raot 2; Beginning at the point where the West right of way                                                               |                  |
| •                                     | eses the Southeast line of the proposed 50 foot right of wa                                                              |                  |
| Fenske Road;                          | •                                                                                                                        |                  |
|                                       | Thence 8. 45* W. along said proposed 60 foot right of way 1                                                              | 8                |

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**DEED** 136

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Thence N. 45° N 4 feet; Thence North 21.9 feet;

Exhibit #20

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.A S.A.R.R;

Then os 5. 3° 09' W. 25.5 feet along said East line 0.H.A.T.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 BEDD )

BEFORE ME, Edward Risinger a Notary Public in and for Fort Bond

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. 8.)

By"

100

Fort Bend Co. Texas.

Filed for Record Sept. 25, 1931 at 10 o'clock A.H.

Recorded October 2, 1931 at 9 o'clock A .W. Olerk County Court Fort

\_\_\_\_Deputy

Albert Berger et ux To # 12969 Fort Bend County THE STATE OF TEXAS ) COUNTY OF FORT BEED )

R/W Deed Dated, June 5, 1931

**ENOW** ALL NEW BY THESE PRESENTS: THAT We, Albert Berger and wife Emmy 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 Remined, Released, and Quit-Olaimed, and by these presents do Remise, Release and Quit-Olaim, 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.A.T.O.R.R.Go.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 eide of two tracts in Section 16 H.A.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. 55, 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 Borger & Emma Berger by deed recorded Vol. 1/24, 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:

| · · · · · · · · · · · · · · · · · · ·                                                                           |                                               |                                         |                 |
|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------------|-----------------|
| » 1 1/1 1 ··· ~                                                                                                 | ▲                                             | •                                       | ,               |
| Exhibit # 20                                                                                                    | Pari De                                       | •                                       |                 |
| 6-116/1 -1                                                                                                      | 1 × 1 × 1 × 1                                 | • • • • • • • • • • • • • • • • • • • • |                 |
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|                                                                                                                 | لشديحا مركبه ملافات بالمتسجد الابار الأساد ما | المغر بالمناسكة فيداد فارد المتحديد فرو | بالم الم        |
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| - |    | <b>.</b> |  | <br> |  |  |

above:

Beginning at the present West fence corner of the first tract mentioned

Thence 5. 45° E. 4 feet to the point where the South west line said first mentioned trast crosses the South east line of the proposed 50 foot right of way for the Fenske Road;

Thence N. 45° X. along said proposed 50 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 50 foot right of way line crosses the Mortheast 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.

WITHESS our hands this 5 day of June 1931.

Albert Berger

Immy Borger

THE STATE OF TEXAS ) COUNTY OF FORT BEND )

BEFORF WE, Edward Risinger, a Notary Public in and for Fort Eand 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 comsiderations 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.

CIVEN under my hand and seal of office at Rosenberg, Texas, this 5 day of June A.D. 1931.

(L.S.)

By\_

Edward Risinger, Notary Public in and for Fort Bend Co. Texas;

Filed for Record Sept. 25, 1931 at 10 o'clock A.W.

Recorded Oct; 2, 1931 at 9:30 of plock A.W.

Deputy

Clerk County Court For ty.Texas

Herman Lonke et ux To # 12970 Fort Bend County THE STATE OF TEXAS )

COUNTY OF FORT BEED )

Dated, June 29, 1931

consideration of the sum of One Dollarg, to us in hand paid by the County of Fort Bend, in

DEED 136

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a state of the state

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-Olaimed, and by these presents do Remise, Release and Quit-Olaim unto the said County of Fort Bend XXXXXXX, 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, shid 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 E. 45 E. 20 feet to the point where the South east line said 160 acre tract crosses the Northeastline of the proposed 50 foot right of way for the Finake Road;

Thence N. 44. 14.W. along said 60 foot right of way line 703.6 feet to the beginning of a ourve;

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 ourve crosses the present Southwest fence line of said 160 nore 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 Bond to be used as a Public Road forever.

WITNESS our hands this 29 day of June 1931.

Herman Lemke

Othilie Lonke

THE STATE OF TEXAS ) COUNTY OF FORT BEND

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BEFORE ME, Edward Risinger, a Notary Public in and for Fort Bend County, Texas, on this day personally appeared Herman Lemke and Othilis Lemke, 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 Othilis Lemke wife of the said Herman Lemke having been examined by me privily and spart from her husband, and having the same fully explained to her, she, the said Othilis Lemks acknowledged such instrument to be her not 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, Toxas, this 29 day of June A.D. 1931.

Edward Risinger, Motary Public in and for

(L.S.)

Fort Bend Co., Texas.

Filed for Record Sept. 25, 1931 at 10 o'clock A.M.

Deputy

R/W Deed

Vince Novak et un) COM To #12971 Fort Bend County,

Dated, June 29, 1931

Teras

DEED 136

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THE STATE OF TEXAS I COUNTY OF FORT BEND I

KNOW ALL MEN BY THESE PRESENTS: that we, Vince Novak and wife Kristina Howak of the Gounty of Fort Bend and State of Texas, for and in consideration of the sum of One Dollarg, 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 Fublic Road over and across the land hereinafter described, have Remised Released, and Quit-Olaimed, and by these presents do Remise, Release and Quit-Olaim, 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 warying in width from 14.5 feet to 17.5 feet, off the Southeast side of the tract of land conveyed to Vince Howak 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 Nound Branch of the G.H.A S.A.R.R.Co, are additions to right of way formerly produced 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;

Thenes H.' 45° E. along said proposed 60 foot right of way line 2224.5 feet to a point in the West line said C.H.&.S.A.R.R. right of way;

Thence 8. 3° 09' W. along the West line said C.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 fect more or less to the point of beginning and containing 0.759 acre of land.

of land:

Tract 2. Beginning at the present East fence corner of said Vince Novak tract

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 454.5 feet to a point in the East line said G.H.&.S.A.R.R. right of way;

Thence 5. 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 Worthensterly 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.

WITHESS our hands this 29 day of June 1931.

Vino Novak

- Kristina Novak

BIFORE ME, Edward Risinger a Notary Public in and for Fort

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Bend County, Texas, on this day personally appeared Vino Novak and Kristina Novak his wife both

# 2. 7-Exhibit المريحية المريحة المريحة المر المريحية المريحية المريحية المريحية المريحة المريحية المريحية المريحية المريحية المريحية المريحية المريحة المريح 0951 **DEED** 136 369 known to me to be the persons whose names are subsdribed 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 Vinc Novak having been examined by me raivily 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 scal 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. 25, 1931 at 10 o'clook A.M. Recorded Oct. 2, 1931 at 10:30 o'clock A.M. dlerk County Court Fort County Texas Deputy BT. Emma Miller et als Compensi Dated, June 22, 1931 R/W Deed To # 12972 Fort Bend County THE STATE OF TEXAS COUNTY OF FORT BEND 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 Dollarg, 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-Olaimed, and by these presents do Remise, Release and Quit-Olaim, 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 Sco. 16 H.d.T.O.R.R.Co.Survey of land eituated 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 4252.3 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 446 of the Deed Records of Fort Bend, County Texas, and which is hereinafter mentioned as the Hiller tract. Said strip of land is an addition to right of way formerly produced 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 50 foot right of way for the Fenske Road;

Thence N. 45°E, along said proposed 60 foot right of way line 4262.3 feet to the point where it prosses the present Northeast fence line said Miller tract;

Thence 8, 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 4259.1 feet more or less to the point of beginning and containing 3.229 mores.

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. 00952 DEED 136

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WITHESS our hands this 22nd day of June 1931

'Emma Miller Ella Haag

P.J. Haag

THE STATE OF TEXAS COUNTY OB BELAR

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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 privily 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.

CIVEN 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 BELAR

BIFORE ME, the undersigned authority, on this day personally appeared Emma Miller, a fene 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.

> OIVEN under my hand and seal of office, this 22nd day of June 1931. M. Pankratz, Hotary Public, Bexar County, Texas

> > Dated, June 29, 1931

Filed for Record Sept. 25 1931 still:o'clock A.M.

Deputy :

-Recorded Oct; 2, 1931 at 11:10 o'clock A.N. Court Fort

By\_

(L.S.)

Matt Bohacek et ux

To # 12973

Fort Bend County

THE STATE OF TEXAS

COUNTY OF FORT BEND )

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 im 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 considerations of establishing and maintaining a Public Road over and across the land hereinafter described, have Remised, Released, and Quit-Olaimed, and by these presents do Remise, Release and Quit-Olaim 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 Seq. 16 F.A.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:

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**DEED** 136

Being a strip of land 1446.7 feet long and 19 feet to 19.5 feet wide off the Northwest

Thence 8. 45° 19.5 feet to a point in the Southeast line of the proposed 60 foot right

Thence N. 45° E. along said proposed 50 foot right of way line 1446.7 fest to the point

Thence in a Bouthwesterly direction along the present Northwest fence line said 60 acre

Matt Bahaoek

her Veronica I Bohacek mark

Thence N. 45° W. 19 feet to the present North fence corner of said 60 acre tract;

side of the 60 acre tract conveyed by W.F.Guderian and A.E.Folley to Natt Bohacek by deed recorded Vol. 100, page 65 of the Deed Records of Fort Bend County, Texas, Baid strip of land is an addition to right of way formerly produced by Fort Bend County, Texas and is more particularly

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

Beginning at the West corner of said 60 acre tract;

be used as a Public Road forever.

WITHERS our hands this 29 day of June 1931.

where it crosses the Northeast line said 60 acre tract;

Witnesses Edward Risinger THE STATE OF TEXAS ) COUNTY OF FORS BIND )

150

deparibed as follows:

of way for the Fenske Road;

The state

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 scal 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 exeouted the same for the purposes and consideration therein expressed.

GIVES under my hand and seal of office this 6 day of July A.D.1931.

Deputy

(L. 8.')

By

W.F.Jamison, Notary Public in and for Liberty County, Texas.

Filed for Record Sept. 26, 1931 at 19 o'clock A.W. Recorded Oct. 2, 1931, at 11:30 o'clock\_A.N.

n Dierk County Cours

Hy Gerken et uz 70 # 12974 Compared Fort Bend County, THE STATE OF TELAS

R/W DeeG

Dated, June 27, 1931

COUNTY OF FORT BEED KNOW ALL MEN BY THESE PRESENTS: That Hy, Gerkon and Anna Gerken his wife 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 Rowiged, Released, and Quit-Olaimed, and by these presents do Romise and Release and Quit-Olaim unio

.00954

#### 0030

#### MAIN LIBRARY

CAROLYN CONRAD, LIBRARIAN 1601 LIBERTY STREET RICHMOND, TEXAS 77469 713/232-8562 or 342-4455



#### FORT BEND COUNTY LIBRARY

March 6, 1°86

#### BRANCHES

14

#### ALBERT GEORGE LIBRARY

**BOSE 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

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. available for Account no. 10-50-0030-3050. Funds are approved Additional specifications and suggested vendors are attached.

Thank you,

Sincerely, a forsehand they

Carolyn Conrad County Librarian

#### 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 | \$<br>2,100.00 |
|----|-----------------|----------------|
| В) | Lloyd Johnson   | \$<br>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) 0030



P.O. BOX 368 RICHMOND, TEXAS 77469 (713) 342-3411

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## COUNTY OF FORT BEND

March 7, 1986

To: Each Member Commissioners Court of Fort Bend County, Texas

Sir:

00956

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OFFICE OF

JOHN J. HAMMETT

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 the 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 Purchasing Agent



# 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. Gorczynski + 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:

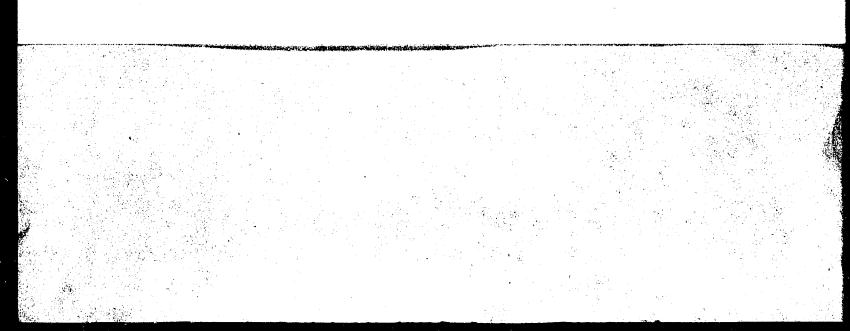
This is to confirm to you that the only multiplexor authorized for use with the HALS/CAN Network is the multiplexor which should be purchased and serviced by the Paradyne Corporation. DataPhase has tested several other multiplexors, but none have performed satisfactorily with the ALIS III software. DataPhase 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,

geomie How

Jeannie H. Dixon, Coordinator of Automation



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.

Herlent L. Kr

Herbert L. Kroesche, (Lessee) Rt 1 Box 447 Beasley, Texas 77417

tomoto,

Fort Bend County (Lessor) P.O. Box 368 Richmond, Texas 77469

18 00959 BID ITEM: 90 ACRE AGRICULTURAL LEASE BID NUMBER: 86-22 0030 VENDORS NOTIFIED SUBMITTED COMPANY/INDIVIDUAL HERBIE KROESCHE RT. 1, BOX 447 BEASLEY, TX 77417 \$2100.00 \$1266.00 Lloyd Johnson

0030 00960 Issued By: Bid I.D. No. Date Issued: Page No. No. of Pages Fort Bend County Purchasing 2 - 18 - 86 86-22 1 1 INVITATION FOR BIDS (EXPIRES: <u>31 Dec 86</u> 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 Leasing of county land called 90 acres (83.67 net 1. SCOPE: 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 DATE OF BID: SIGN BID: TYPE OR PRINT SIGNER'S NAME, TITLE TYPE OR PRINT CONTACT PERSON'S NAME,

TITLE, AND PHONE NUMBER:

AND PHONE NUMBER:

Form Rev. Feb. 8, 1985

0030

BID ITEM: LEASE OF OIL. GAS AND MINERAL RIGHTS ON 0.5 ACRES OF LAND

BID NUMBER: 86-23

#### VENDORS NOTIFIED BY LETTER

#### COMPANY/INDIVIDUAL

SUBMITTED

150.00

CHUCK REAGAN 5718 WESTHEIMER #2210 HOUSTON, TX 77057

-33° )

Editeries

DAVID COLLINS BOOG GOLDEN GROVE SPRING, TX 77379 370-1312.

Open bids for oil, gas & mineral lease on 0.5 acres of land, a part 0030 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.

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BID ITEM: LEASE OF OIL, GAS AND MINERAL RIGHTS ON 86.0347 ACRES OF LAND BID NUMBER: 86-24

#### VENDORS NOTIFIED

COMPANY/INDIVIDUAL

CHUCK REAGAN

Robert E. McKinley

SUBMITTED

0030

0030

from welder g.m. prost

# 20

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 D. Cook Treasurer,

Chimneystone Board of Directors 3403 E. Heatherock Circle Sugar Land, Texas 77479 Hm: 980-6760 Wk: 240-2600

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Mrs. Robert Message none 🛽 Housand . Matucci, 980-2290 Telephoned 2 Call him/her Returned your call Will call you Came in Peter Atition 1953 PHONE Supporting the abandon -MESSAGE: Dilgield ment of Rd. ant U aringtoda Message one & -10 LONG DISTANCE Date Margan Aawal Yar Liè I Las 701 0. Returned your call Call him/her Telephoned Will call you Came in τQ 0055 PHONE Message Л nero **MESSAGE:** m D LONG DISTANCE iparmaso he at C at 2:00 - luit 0 Telephoned Cail him her Returned your cal 1 Oil Field Rd 01 Came in Will call you 1 200 :25 \_Date\_J-/D Taken 011 **MESSAGE:** Aina a l ~ ^ Far or Jahnson 3-10 Take

We being registered voters of Fort Bend County and owner/residents of the Chimneystone Planned Community Development subdivision are hereby requesting the abandonment of Dilfield Road as evidenced by our signatures below.

0030

ADDRESS NAME AND line 3319  $\underline{\partial}\underline{n}$ n 1. 3830 verse) w La ĽA 2. FORT KD з. 120 4. 40 5. 7926 OMBOR ΙĿ o 6. <del>3</del>926 STOYEPIPE CN. ratini Ili 7. Man 8. e *р*. IVEL 1. 1 10. FORT RD Δ mad 707  $\mathbf{n}$ 11. 3 ro 12. 32 ath. aci () 13. 6 2 0 A 14. 401 ۶٨ l 15. nnols 16. lo 3406 12 .0 17. 'n 3414 TT.ö. 18. Inn C 2726 time 19. inney 403 20. 2 21. n Cl 3 lathon 22.4 and noom 1 ħΟ GARDEN LANG 3007 23. e lo 0 nch ۲γ 24. ANE HFN) 25. Xana 26. 26 2 27. 5 5 С oc. 28. 1 e Z CON 29. inni 30. 290 31. Ko 54 32. ·L 1 \_ \_ \_ m mer U 33. 34. Ø. e 4023  $\mathcal{S}$ 

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We being registered voters of Fort Bend County and owner/residents of the Chimneystone Planned Community Development subdivision are hereby requesting the abandonment of Dilfield Road as evidenced by our signatures below.

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11 A.

NAME AND ADDRESS Heatherock Cir 3223 د کمج olives 1. Cir ۶ Heatherock ech 3203 2. 0 n Cir. 3203 E HENTHEROCK З. deatheroch u ( 6 arphi3 )と. 4. 3 ? 5. E mo ex C 6. eatherock ി 6 3 へ mer 7. 8. 9. roch 10. 11. Ω 12. 13. 14. 15. Π 16. 17. <sub>F</sub> 18.4 2903 19. LANG 3523 SEGAL. 20. 31 + ERCKK 21 16 22. 2 Ela 3 23. 3401 24. Jinz 25. のン 3114 26. atte ξ, 3/1 27. 28. 29. 30. 31. 32. 33.

### SO**968**

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.

ADDRESS NAME AND Forf Kd 2919 നി athen R  $\mathcal{U}$ endee 20 1. ld 3015 ( 2. 2923 з. D\_ 20 T)R 4. 2 5. For Z00 6. 2 301 R 50 P 7. 8. 9. 10.  $\mathcal{Q}$ 11. UN 51 12. Z lve U 13. C D rive  $\mathcal{Q}$ 14. P S Z AN Wams U 15. 16. J 17. 27 18. Zun 00 2 0 19. 2 20. 403 SHE 21. 4034 Reent SHELBY 22. 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

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#### ADDRESS

20 MALLE R 1 TTId DI DIAY  $\pm 1$ Π ж 111  $\mathbf{V}$ 71 **P**T 11 Y.L 11 RT-H

('ù Les turon Ox. di. 12. 0 13. 14 15. 16. 0 att 17.0 3015 Bar 18. 3011 19 20. 292 (TARDE 21. our Il 22. 23. a Ewindbreek In 35 attu Mu 24. 6( Cton\_ Fine 25 25.

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### Page 2

· PETITION TO ABANDON

0030 PLEASE SIGN ADDRESS 3510 N. Home, Pl. ker 10 26.  $W_{i}^{-}$ Place. 3506 Long 2 11 mg (27. Pér 34 λ). + PLACE na phr 0 28. ayes 0 35 29. ð Я 0 Home રું 30. Dr. 34 DA 15 31. 1 3107 E. HEATGROCK aidi 32. Dock of 06 E.HG 31 33. 311 E. Frack Cik # 0 HEATH AMUN-34. 3518 Cabin lace\_\_\_\_ 35. HOMAN Maria Place 3502 Cabin le colis ØØ 36. 3415-East, Heatherock Circle 37. moas m 3411-E. E batherock (IR. 38. an <u>l</u>a 39. 0 40. 41. 42. 43. 44. \_\_\_\_ 45.\_\_\_\_\_ 46.\_\_\_\_\_ 47. 48. 49. 50.\_\_\_\_\_ 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 Highwav 6 to Austin Parkway in First Colony. We have homes i he Settlers Grove Subdivision of First Colony. (ur 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.

NAME

STREET ADDRESS Flintrock Ct. 39/8 <u> 3919</u> Land's Crust Kange clas 3 320 ST TAOIN) 3914 Barlon Л (anaecies ectos) 3915 BARTONS 07

0030

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.

## 00974 '

### 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 PROBLEM S:

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

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

#### MONTHLY REPORT FEBRUARY, 1986

3403 Avenue F Phone: 342-2863

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.

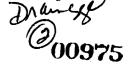
Other streams worked included Gapp Slough, Ditch B-1-d, Andrus Creek, Sugarland Ditch and the Tara Subdivision ditches.

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.



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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.

-2-

The following charts show where each piece of equipment worked during February.

0030

-3-

SHREDDER REPORT

| . • |                    | <u>ال</u>            | an- 14 an |
|-----|--------------------|----------------------|-----------|
| And | lrus Creek         |                      |           |
|     | 117                | 2/19-2/20            |           |
|     | 118                | 2/19                 |           |
| Big | g 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             |           |
| Bri | iscoe II-GG-1      |                      |           |
|     | 128                | 2/21                 |           |
|     | 146                | 2/20                 |           |
|     | 151                | 2/24-2/26            |           |
|     | 243                | 2/24-2/26            | ·         |
| Bul | llhead Slough II-L |                      |           |
|     | 146                | 2/25-2/28            |           |
| Ced | lar Creek I-B      |                      |           |
| U_C | 125                | 2/28                 |           |
|     | 130                | 2/28                 |           |
|     | 229                | 2/28                 |           |
| Cod | on Creek II-B-3    |                      |           |
|     | 105                | 2/26-2/28            |           |
|     | 129                | 2/20-2/28            |           |
| Di  | tch B-1            |                      |           |
|     | 111                | 2/27-2/28            |           |
|     | 121                | 2/27-2/28            |           |
|     | 230                | 2/27-2/28            |           |
|     |                    |                      |           |

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| 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  |

ong Creek V-A-2 2/3-2/11 2/5-2/12 2/3-2/12

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| •                               | -5-                |
|---------------------------------|--------------------|
| 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          |
| Discreberd Country Club Ditchoo |                    |
| Riverbend Country Club Ditches  | 2/18-2/20          |
| 124                             | 2/18-2/20          |
| 124                             | 2/18-2/20          |
|                                 | 2, 10 2, 20        |
| Seabourne Creek II-B-4          |                    |
| 129                             | 2/3-2/5, 2/12-2/19 |
| Seeks Creek T.C                 |                    |
| Snake Creek I-C<br>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            |

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Snake Creek Lateral I-C-5 2/14-2/25 125 2/13-2/25 130 2/13-2/25 229 Snake Creek Lateral I-C-7-b 2/26 125 130 2/26 229 2/26-2/27 Steepbank Creek II-G 2/7-2/17 119 2/7-2/17 124 126 2/7-2/17 2/7-2/14 157 Sugarland Ditch II-DD 2/12-2/13 115 158 2/13-2/14 2/13-2/14 243 Sugar Mill Ditch 2/21, 2/28 112 117 2/20-2/27 118 2/21-2/28 Tara Subdivision Ditches 2/27-2/28 119 2/27-2/28 124 . .. .1 126 2/27-2/28 2/27 157 West Simonton Ditch II-YY 2/17-2/18 117 2/18 118

-6-

## Willow Fork of Buffalo Bayou V-A

243

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2/27-2/28

-9-

**GO30** Fairchilds Creek Lateral II-B-10-c Ruston Bucyrus RB-22 Dragline

> Longpoint Creek Northwest 41 Dragline

Lower Oyster Creek Northwest 41 Dragline Fiat Allis FD-16 Bulldozer

Middle Bayou II-D-1 International TD-25 Bulldozer

Rabbs Bayou II.-D Link Belt LS-98A Dragline Fiat Allis FD-20 Bulldozer Fiat Allis FD-20 Bulldozer Ruston Bucyrus RB-22 Dragline International TD-25 Bulldozer

Snake Creek I-C Ruston Bucyrus RB-22 Dragline Caterpillar D-6 Bulldozer

Robinowitz Ditch II-M Caterpillar D-6 Bulldozer

Snake Creek Lateral I-C-4 Caterpillar D-6 Bulldozer

Snake Creek Lateral I-C-10 Caterpillar D-6 Bulldozer 2/3, 2/17-2/19

2/17-2/18

2/13-2/19

2/3-2/12

2/3-2/26

2/12-2/28 2/3-2/7, 2/13-2/28 2/3-2/7, 2/13-2/28 2/3, 2/10-2/13 2/20-2/28

2/19-2/25 2/14

2/17-2/18

2/6-2/7

2/13

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HEAVY EQUIPMENT

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|---|-----|
|   |     |

| 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       |
| Ruston Bucyrus      | RB-22 Dragline |

City of Rosenberg Drop Structure Caterpillar D-6 Bulldozer

Cottonwood Creek II-B-24 Rapier NCK-305 Dragline

- Cow Creek II-A Northwest 9570 Dragline
- Dry Branch I-E Caterpillar D-6 Bulldozer
- Dry Creek II-B-2 Link Belt LS-98A Dragline Fiat Allis FD-30 Bulldozer

2/3-2/10 2/3, 2/13-2/21

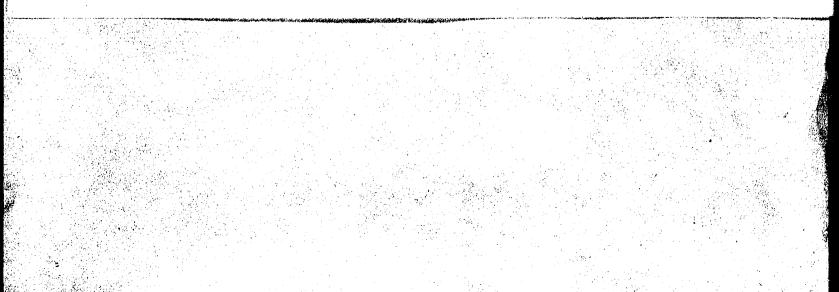
2/3 2/28

2/19-2/21

2/4-2/5

2/3-2/28

2/11-2/12



| 00984       | AGENDA                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             | FORT BEND COUNTY COMMISSIONERS COURT<br>COURTHOUSE ANNEX, RICHMOND, TEXAS                                                                                                                                                                                                                                                                                                                                                                                              |
|             | REGULAR SESSION<br>MONDAY, MARCH 17, 1986                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Ø</b> 03 | 9:00 0'CLOCK A.M.                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| . al.       | Approve minutes of meeting of March 10, 1986.                                                                                                                                                                                                                                                                                                                                                                                                                          |
| ¥.          | 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<br>and oath for Russell Lee Tullos & Walter J. Hall, reserve deputies.                                                                                                                                                                                                                                                                                                                               |
| 6.          | Approve proclamation in honor of 100th birthday of Jackey Chew<br>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<br>West Side regional airport.                                                                                                                                                                                                                                                                                                                                                                       |
| 10.         | Consider closing of Dulles Avenue (Lester Rd.) for repairs effective<br>3-31-86.                                                                                                                                                                                                                                                                                                                                                                                       |
| 11.         | Consider approval of final acceptance of building and payment of portion<br>of retainage in the amount of \$6,561.75 to The Marton Co. and \$133.90<br>to architect, Chris DiStefano, on Law Enforcement Academy construction.                                                                                                                                                                                                                                         |
| 12.         | Consider approval of payment in the amount of \$138,713 to Street/<br>Peters Construction and \$1,109.70 to Chris DiStefano on the Precinct 1<br>maintenance facility.                                                                                                                                                                                                                                                                                                 |
| 13.         | Authorize Jonathan Day to work with Drainage District to prepare<br>drainage regulations for Clear Creek Watershed.                                                                                                                                                                                                                                                                                                                                                    |
| 14.         | Consider replacement on Appeals Board of the Job Classification &<br>Wage Compensation Program.                                                                                                                                                                                                                                                                                                                                                                        |
| 15.         | Consider readvertising for b <b>e</b> ids 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<br>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<br>with pump for Prct. 1 (#86-25); (2) Purchase of 1 new or used winch with<br>less than 50 hrs. running time to fit a Fiatallis Model FD-20 tractor<br>(86-26); (3) Providing life, Health & Dental Insurance to County Employ-<br>ees; & (4) Providing Law Enforcement Liability, General Liability,<br>Automobile Liability, Workers Compensation & Umbrella Coverage for Fort<br>Bend County. |
| 21.         | Approve bills.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 22.         | Adjournment. MAR131986                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|             | County Clark, Fort Band Co., Tex. Jodie E. Stavinoha, County Judge                                                                                                                                                                                                                                                                                                                                                                                                     |
|             | wuny work, ruit benu wu, ien.                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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I certify that this agenda was posted on the bulletin board, County Courthous & glass panels, Courthouse Annex, Richmond on 3-13-86' at 3:000.M, by  $\Omega$ . Aix data

#### 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

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#### 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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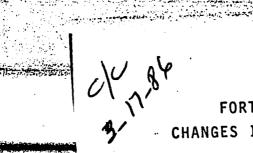
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FORT BEND COUNTY - CHANGES IN DEPOSITORY PLEDGES CONTRACTS Republic Bank Richmond

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ASSOCIATION STATE

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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 #\_22725/

PLEDGE \$ 5,000,000 U.S. TREASURY BILLS DUE 9-30-89 RECEIPT # 227251

U.S. PLEDGE \$\_\_\_\_\_ TREASURY BILLS DUE\_\_\_ RECEIPT #\_\_\_\_\_

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:

Date of Departure 4/3/86 Period: Date of Return \_\_\_\_\_4/5/86 Purpose of Trip: <u>Seminar - "Real Estate Development in Floodplains:</u> 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 Dallas - airline; San Antonio - personal auto auto, airline, etc.) \_\_\_ Stanley L. Kucherka, Jr., P.E. Name Drainage District Mgr/Engineer 3/17/86 Date Title Approved: Commissioners', Court <u>3-/7-86</u> Date NN

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Diem

PINK COPY-Attach to Travel Expense

GOLDENROD COPY---Department Copy

(1)988

\* 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:

Terling Moore Date of Departure April 9, 1986 Date of Return April 10, 1986 Period: Purpose of Trip: Conference nquency Dievention office of Junemile Justice & Dele Federal Places to be Visited: Questin, Telas Mode of Transportation (State whether by personal aunt auto, airline, etc.)\_ Jusenile affice 3/14/8 Approved: Commissioners' Court <u>3-17-36</u> Date mi WHITE COPY-Commissioners Court Copy CANARY COPY---Treasurer's Copy - Per Diem PINK COPY-Attach to Travel Expense GOLDENROD COPY-Department Copy

\*Funda 0030 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: 5) Marcie Hall utonio Kamiren Rose Heinanden Rue Helison 1 Date of Departure April 27, 1986 Period: Date of Return April 30, 1986 Purpose of Trip: Conference Texas Network for Children, austin, Texas Places to be Visited: austin, Teras Mode of Transportation (State whether by personal oun auto, airline, etc.)\_ 3/14/8/0 Date remile officer Approved: Commissioners' Court aven The -17-86

WHITE COPY-Commissioners Court Copy

CANARY COPY-Treasurer's Copy - Per Dierr

PINK COPY-Attach to Travel Expense

GOLDENROD COPY-Department Copy

## 6. APPROVE PROCLAMATION IN HONOR OF 100TH BIRTHDAY OF JACKEY CHEW COCHRAN OF ROSENBERG:

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. JACKEY CHEW COCHRAN IS CELEBRATING HER<br>100th BIRTHDAY ON MARCH 23, 1986, and                                                                                         |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WHEREAS, | MRS. COCHRAN HAS BEEN A RESIDENT OF FORT<br>REND COUNTY SINCE 1896 AND IS THE DAUGHTER<br>OF VERNON TILFORD COCHRAN, THE FIRST MEDICAL<br>DOCTOR IN FORT BEND COUNTY, and    |
| WHEREAS, | MRS. COCHRAN IS AN OUTSTANDING CITIZEN<br>HAVING BEEN A WIFE, MOTHER AND BUSINESS-<br>WOMAN IN FORT BEND COUNTY, and                                                         |
| WHEREAS, | MRS. COCHRAN HAS REACHED A MILESTONE IN<br>LIFE THAT IS ATTAINED BY ONLY A FEW,<br>and                                                                                       |
| WHEREAS, | SHE IS BEING HONORED BY HER FAMILY WHICH<br>CONSISTS OF SEVEN DAUGHTERS (TWO DECEASED),<br>24 GRANDCHILDREN AND 36 GREAT GRANDCHILDREN<br>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

NOV, THEREFORE, I, JODIE E. STAVINOHA, 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 \_\_\_\_\_day of March 1986.

Havenstra **JODIE E. STAVINOHA** COUNTY JUDGE

0030

#### A TWO-PHASE PLAN FOR THE INTERGRATION AND CONSOLIDATION OF HEALTH SERVICES IN FORT BEND COUNTY, TEXAS

7

## 0030

#### STATEMENT OF PURPOSE

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 physicial, 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

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to the same points later in the day. The consolidation of utilities, liability insurance, management, security provision, and supply purchasingwould 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<br>Department                                                                             |  |
|------------------------------------------------------------------------------------------------------------------------------------------|--|
| Annual indigent drop-in deliveries without<br>prenatal care at Polly Ryon Hospital                                                       |  |
| Annual Ft. Bend County indigent drop-in deliveries<br>without prenatal care at John Sealy Hospital and<br>Jeff Davis Hospital (estimate) |  |
| Annual Ft. Bend County indigent visits to John Sealy<br>Hospital for simple, clinic-type medical care (estimate) 3,000                   |  |
| Annual deliveries by local midwife without prenatal care 150                                                                             |  |

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**QO30** 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 zize, and medical condition. Table II summarizes the currently svailable health service

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TABLE II

HEALTH SERVICES SUMMARY

| Health Service Program                     | Operating Entity | Present Annual<br>Client/Visit Load | <b>Estimated</b><br>Shortfall | Projected Annual<br>Client/Visit Load | <pre># and X of Increased     Client/Visits</pre> | reased<br>its |
|--------------------------------------------|------------------|-------------------------------------|-------------------------------|---------------------------------------|---------------------------------------------------|---------------|
| <b>Great Expectations</b><br>Prenatal Care | Ft. Bend OECD    | 200 births<br>1,760 visits          | 350 births                    | 400 births<br>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                                      | 1442          |
| Planned Parenthood                         | Self             | 5,980 visits                        | n/a                           | 5,980 visits                          | O                                                 | 0             |
| Immunizations                              | FBC Health Dept. | 12,583 visits                       | n/a                           | 12,583 visits                         | 0                                                 | O             |
| Well-Baby Clinic                           | FBC Health Dept. | 321 visits                          | n/a                           | 321 visits                            | 0                                                 | 0             |
| Family Planning                            | Ft. Bend OECD    | 1,200 clients                       | n/a                           | 1,200 clients                         | 0                                                 | 0             |
| <b>Tuberculosis Clinic</b>                 | FBC Health Dept. | 300 visits                          | n/a                           | 300 visits                            | Ο,                                                | 0             |
| WIC Supplemental<br>Food Program           | Ft. Bend OECD    | 3,050 clients<br>42,700 visits      | n/a                           | 3.050 clients<br>42,700 visits        | . 0                                               | 0             |
| Preschool Health<br>Screening              | Ft. Bend OECD    | 120 clients                         | n/a                           | 120 clients                           | O                                                 | <b>(</b>      |
|                                            |                  | - 4 -                               |                               |                                       |                                                   | 00995<br>0030 |

**0030** 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 accomodate 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. <u>Emergency Services:</u> 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. <u>Family Planning</u>: 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. <u>Preventive Health Services</u>: 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. <u>Health Education</u>: 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. <u>Lab, X-Ray, Nuclear Medicine, Other Diagnostic Services:</u> 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

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University of Texas Medical Branch at Galveston provides 100 percent ))30 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

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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 FU<br>SERVICE UNITS |       | COST  | PROPOSED FU<br>SERVICE UNITS |      | ig<br>T Cost |
|---------------|-----------------------------|-------|-------|------------------------------|------|--------------|
| Prenatal Care | 200                         | \$1,9 | 35.00 | 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).

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#### SECTION V

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#### 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 accomodate 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

| ΔI    |  |
|-------|--|
| TABLE |  |

|     | -<br>-<br>-<br>-<br>-<br>-<br>-<br>-<br>-<br>-<br>-<br>-<br>-<br>-<br>-<br>-<br>-<br>-<br>-      |                |          |                | BEC    | BECTION A - BUDGET SUM                        | BUDGET     | SUMMARY              |          |                                                                                                       |                  |   |
|-----|--------------------------------------------------------------------------------------------------|----------------|----------|----------------|--------|-----------------------------------------------|------------|----------------------|----------|-------------------------------------------------------------------------------------------------------|------------------|---|
| 5   | Grant Program   Federal                                                                          |                | Estimet  | mated_         | Urab   | ed_Uppbligated_Eurods_                        |            |                      | N        | Or_Revised_Budget                                                                                     | Judget           |   |
| ò   | 0<br>                                                                                            |                | Ľ        | Federa)<br>(c) |        | l Non-Federal<br>i (d)                        | 7          | l Federal            | -        | Non-Federal<br>(f)                                                                                    | Total<br>  (g)   |   |
|     | • Prenatal Carle                                                                                 | *              |          | -              |        | 14 387 .000.                                  |            | 1.                   |          | •                                                                                                     | 1 387,000.       |   |
|     | sick Child Chinic                                                                                | -              |          | -<br>-         |        | 1 250,000.                                    |            |                      |          |                                                                                                       | 1 250,000.       | İ |
| 1 . | '3. Indigent Adult Clinic                                                                        | -              |          | Ļ              |        | 1 295,000.                                    |            | _                    |          |                                                                                                       | 1 295,000.       |   |
| 4   |                                                                                                  | -              |          | ~              |        | _                                             |            | -                    |          |                                                                                                       | -                |   |
| 5.  | TOTALS                                                                                           | Ξ              | _        | Ļ              |        | 1\$ 932,000.                                  |            | •                    |          | • 1                                                                                                   | 10 932,000.      |   |
|     | 5<br>5<br>7<br>7<br>7<br>7<br>7<br>7<br>7<br>7<br>7<br>7<br>7<br>7<br>7<br>7<br>7<br>7<br>7<br>7 |                |          | ຫ              | SECT 1 | SECTION B - BUDGET CATEGORIES                 | ET CA      | TEGORIES             |          |                                                                                                       |                  |   |
|     | OBJECT CLASS CATEGORIES                                                                          | 1) Prenatal    | inata]   | 5              | S Drd  | ant Program, Function o<br>12) Sick Child (3) | 101<br>[3] | or Activity<br>Adult | 1        |                                                                                                       | I Total<br>I (5) |   |
|     | Personne l                                                                                       | <b>15 11</b> , | 51,500.  | -              |        | 29,000.                                       | =          | 46,200.              | =        | 0<br>6<br>6<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8      | • 126,700.       |   |
| ó   | Fringe Benefits                                                                                  | - 8,           | 8,900.   | -              | -      | 4,640.                                        | -          | 8,662.               | -        |                                                                                                       | 1 22,202.        |   |
| U.  | Travel                                                                                           | - 1,           | 1,000.   | -              |        | 50.                                           | -          | 0                    | -        |                                                                                                       | 1,050.           |   |
|     | Equi parent                                                                                      | 1, 1,          | 1,500.   | _              |        | 11,590.                                       | -          | 11,550.              | -        |                                                                                                       | 1 24,640.        |   |
|     | Supp1 i es                                                                                       | 12,            | 2,400.   | _              |        | 10,950.                                       | -          | 28,875.              | -        | 8<br>8<br>9<br>9<br>9<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8      | 42,225.          |   |
|     | Contractual                                                                                      | 1 170,         | 170,000. |                | -      | 24,000.                                       | -          | 1,444.               | -        |                                                                                                       | 1 195,444.       |   |
|     | Construct ion                                                                                    | 1 12,          | 12,700.  | -              | _      | 0                                             | -          | 1,444.               | -        |                                                                                                       | 14,144.          |   |
| Ē   | Other                                                                                            | - 5,           | 5,000.   |                | -      | 3,080.                                        | -          | 63,525.              | -        |                                                                                                       | 1 71,605.        |   |
|     | Total Direct Charges                                                                             | 1 255,         | 255,000. |                | -      | 83,310.                                       | -          | 161,700.             | -        |                                                                                                       | 1 500,000.       |   |
| 12  | Indirect Charges                                                                                 | -              | a/n      |                | -      | n/a                                           | -          | n/a                  | -        | 0<br>4<br>6<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8<br>8 | 1 n/a            |   |
| i   | TOTALS                                                                                           | 1 255,         | 255,000. |                | -      | 83,310.                                       | -          | 161,700.             | -        |                                                                                                       | 1 500,000.       |   |
| 12  | Program income                                                                                   | 14 50          |          |                |        | 18 150                                        | •          | 86.675.              | <b>±</b> |                                                                                                       | 164.775.         |   |

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#### ATTACHMENT I

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#### 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

| Family Size                   | Gross Monthly | Income |
|-------------------------------|---------------|--------|
| 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 a  | pplication = \$  | (A)  |
|------------------|----------------------|------------------|------|
| Family s         | size taken from appl | ication =        |      |
| Maximum          | income allowed for   | family size = \$ | (B)  |
| \$               | (A) / \$             | (B) =            | %    |
| • <u>•</u> ••••• | % x \$28 = \$        | Fee for Serv     | vice |

Example: Family of 4 with gross monthly income of \$866. \$866/\$1332 = 65% 65% x \$28 = \$18.20 per visit

> Family of 6 with gross monthly income of \$435. \$435/\$1,782 = 24% 24% x \$28 = \$6.72

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## FORT BEND OFFICE OF EARLY CHILDHOOD DEVELOPMENT, INC.

A United Way Agency

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 accomodate the growing needs of a growing indigent population. Futhermore, 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,

ynda Bible

Lynda Bible Executive Director

**Our Purpose is Prevention** 

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#### 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 thé 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.

مر المركز ال

Karl Bake Inspection - 3-13-86 100 Aug Leite 90030 & aton Contractor Von martin/slerr

**PROJECT:** DATE: SUBJECT:

FORT BEND COUNTY LAW ENFORCEMENT ACADEMY February 17, 1986 PUNCH LIST ITEMS

STATUS:

1/7.

8

**`**9\_

10.

Substantial Completion

- $V_1$ . Metal storage shelves shall be in the Storage Room per allowance of \$800.00.
- Room signs shall be installed per Graphics allowance of \$500.00. 1/2.
  - / 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.
    - Install all light fixture covers.

A/C system to be tested and balanced; and a copy of the report to be sent to the Architect.

New air filters are to be installed in all a/c units.

GENERAL ITEMS TO BE PROVIDED PRIOR TO PAYMENT OF RETAINAGE:

- V - 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.
- $\mathcal V$  Written operating and maintenance instructions
  - All breakers shall have typed identification labels

Earl E Daber 2-13-86

01006

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

Chair Di Stepant

approved 3/17/84 A Havenard

2500 CITYWEST BOOK EVARD . SUITE 2010 . . HOUSTON. . TEXAS 77042

## 01007 ·

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ITEMS FOR COURT AGENDA MONDAY, MARCH 17, 1986

#### INVOICE

Richmond, Texas 77469

P.O. Box 368

TO:

FROM:

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

Contractor's Final/Retainage

FORT BEND COUNTY COMMISSIONERS COURT

Hon. Jodie Stavinoha, County Judge

#### DATE: March 7, 1987

1.

2.

RE:

PROJECT:

FORT BEND COUNTY LAW ENFORCEMENT ACADEMY

Architect's Final Supervision Fee

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

402.30

(14,362.85)

133.90

FINAL DUE ARCHITECT:

approved ci 86

DI STEFAN CHRIS

cc: Kathy Hynson, County Treasurer Karl Baker, County Engineer's Office

|                                                                                                 | 0100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 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| AIA DOCUMEN                                                                                     | <b>ARCHI</b><br>In accordand<br>data comprii<br>best of the A<br>indicated, th<br>the Contrac                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | The undersigned C<br>information and be<br>completed in accor<br>paid by the Contra<br>issued and paymer<br>herein is now due                                                                                                                                                                                                                                                                                                         | Net change                       | ONE                                                                                                        | ivumber                                | Approved this Month | Change Or<br>previous m                                                                                                                  | CHANCE (                 | CONTI                                                                                                          | CONTRACT FOR:                   | FROM (COM                                       |                      | TO (OWNER         | APPLIC                                  |
| IT G702 • APPLICATION AND C                                                                     | <b>ARCHITECT'S CERTIFICATE FOR PAYMENT</b><br>In accordance with the Contract Documents, based on on-site observations and the<br>data comprising the above application, the Architect certifies to the Owner that to the<br>best of the Architect's knowledge, information and belief the Work has progressed as<br>indicated, the quality of the Work is in accordance with the Contract Documents, and<br>the Contractor is entitled to payment of the AMOUNT CERTIFIED.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | DR: The Marton Co.,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 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. | Net change by Change Orders      | 2-10-86                                                                                                    | Date Approved                          |                     | Change Orders approved in<br>previous months by Owner<br>TOTAL                                                                           | CHANGE ORDER SUMMARY     | CONTRACTOR'S APPLICATION FOR PAYMENT                                                                           | Complete                        | FROM (CONTRACTOR): The Marton C<br>8234 Braniff | chmond, TX           | and (             | ATION AND                               |
| ERTIFICATI: FOR PAYMENT + A                                                                     | FICATE FOR<br>cuments, based on on-s<br>n, the Architect certifies<br>ormation and belief the<br>n accordance with the C<br>n accordance with the C<br>nt of the AMOUNT CER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 1 Co., Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | that to the best of the ored by this Application<br>ontract Documents, the<br>which previous Certif<br>the Owner, and that of                                                                                                                                                                                                                                                                                                         | +685.00                          | 685.00                                                                                                     |                                        |                     | ADDITIONS                                                                                                                                |                          | PLICATION F                                                                                                    | Construction                    | <u> </u>                                        | 77469                | Commission        | CERTIFICATE                             |
| AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • NAV. PRATEDITION • AIA • • C 1983 | <b>FOR PAYMENT</b><br>ed on on-site observations and the<br>ect certifies to the Owner that to the<br>I belief the Work has progressed as<br>with the Contract Documents, and<br>OUNT CERTIFIED.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 6 - 17286<br>100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 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100 - 100 - 100 - 100 - 100 - 100 - 10 | Contractor's knowledge,<br>In for Payment has been<br>at all amounts have been<br>icates for Payment were<br>current payment shown<br>current payment shown                                                                                                                                                                                                                                                                           |                                  |                                                                                                            |                                        |                     | DEDUCTIONS                                                                                                                               |                          | OR PAYMENT                                                                                                     | - Su<br>Ho                      | VIA (ARCHITECT): Ch                             | Richmond,            | •                 | APPLICATION AND CERTIFICATE FOR PAYMENT |
| Nor x                                                                                           | AMOUNT CERTIFIED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | State of: Texas State of: Texas Subscribed and sworn to before me this Notary Public: Pamela L. Ha . My Commission expires: 8-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <ul> <li>(Line 4 less Line 5 lotal)</li> <li>7. LESS PREVIOUS CERTIFICATES FOR<br/>PAYMENT (Line 6 from prior Certificate)</li> <li>8. CURRENT PAYMENT DUE</li> <li>9. BALANCE TO FINISH, PLUS RETAINAGE</li> <li>(Line 3 less Line 6)</li> </ul>                                                                                                                                                                                     | 6. TOTAL EARNED LESS RETAINAGE . | (Column D + E on G703)<br>b % of Stored Material<br>(Column F on G703)<br>Total Retainage (Line 5a + 5b or | 5. RETAINAGE:<br>a % of Completed Work | (Column G on G703)  | <ol> <li>Net change by Change Orders</li> <li>CONTRACT SUM TO DATE (Line 1 ± 2)</li> <li>TOTAL COMPLETED &amp; STORED TO DATE</li> </ol> | 1. ORIGINAL CONTRACT SUM | Application is made for Payment, as shown below, in c<br>Continuation Sheet, AIA Document G703, is attached.   | Suite 2010<br>Houston, Tx 77042 | Christopher Di Stefano<br>2500 City West Blvd.  | , TX                 | Lae Enforcement   | AIA DOCUMENT G702                       |
|                                                                                                 | sunt certified differs from the amount applied for.)<br>$\frac{1}{2} \int \frac{2}{2} \int $ | County of: H<br>to before me this 17th day of<br>Pamela L. Haag<br>s: 8-21-89                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                       | INAGE                            | 33)<br>ial \$ -0-                                                                                          | lork s0-                               |                     | <b>ders</b>                                                                                                                              | M                        | is made for Payment, as shown below, in connection with the Contract. n Sheet, AIA Document G703, is attached. | CONTRACT DATE:                  | ARCHITECT'S<br>PROJECT NO:                      | PERIOD TO: 2-        | APPLICATION NO: 5 | (Instructions on reverse side)          |
| •                                                                                               | s $2,561,75$<br>mount applied for.)<br>$\therefore 3-7-86$<br>TED is payable only to the<br>fince of payment are without<br>er this Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Harris<br>ay of Feb. 19 86                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | s 162,673.25<br>s 8,561.75<br>s -0-                                                                                                                                                                                                                                                                                                                                                                                                   | <u>5 171,235.00</u>              |                                                                                                            |                                        |                     | s 685.00<br>s 171,235.00<br>s 171,235.00                                                                                                 | \$ 170,550.00            | nection with the Contract.                                                                                     | 10-18-85                        |                                                 | 2-17-86 XI ARCHITECT | Distribution to:  | ide) PACE ONE OF PACES                  |

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AIA DOCUMENT G703 + APPLICATION AND CERTIFICATE FOR PAYMENT + MAY 1983 EDITION + AIA \* • © 1983 THE AMERICAN INSTITUTE OF ARCHITECTS, 1725 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006

G703-1983

:

| 8,561.75        |                                                    | 100                                                   | 171,235.00                                                                        | þ                                                      | 19,210.00                                                      | 152,025.00                                              | 171,235.00                                                                |                                                                                                                                                                                                                                                                             |                                       | •        |
|-----------------|----------------------------------------------------|-------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------|
| 1,397.75        | <b>\</b>                                           | 100%                                                  | 27,955.00                                                                         | þ                                                      | 2,795.50                                                       | 25,159.50                                               | \$27,955.00                                                               | ELECTRICAL                                                                                                                                                                                                                                                                  |                                       |          |
| 1,202.75        | ¢                                                  | 100%                                                  | 24,055.00                                                                         | þ                                                      | 2,405-50                                                       | 21,649.50                                               | \$24,055.00                                                               | HVAC                                                                                                                                                                                                                                                                        |                                       | <u> </u> |
| 1,112.00        | ¢                                                  | 100%                                                  | 22,240.00                                                                         | þ                                                      | 2,224.00                                                       | 20,016.00                                               | \$22,240.00                                                               | PLUMBING                                                                                                                                                                                                                                                                    |                                       |          |
| 100.00          | þ                                                  | 100%                                                  | 2,000.00                                                                          | þ                                                      | þ                                                              | 2,000.00                                                | \$ 2,000.00                                                               | CHALK & TACK BOARDS                                                                                                                                                                                                                                                         |                                       |          |
| 325.00          | <b>,</b>                                           | 100%                                                  | 6,500.00                                                                          | þ                                                      | þ                                                              | 6,500.00                                                | \$ 6,500.00                                                               | MOVABLE PARTITION                                                                                                                                                                                                                                                           |                                       |          |
| 125.00          | ç                                                  | 100%                                                  | 2,500.00                                                                          | þ                                                      | þ                                                              | 2,500.00                                                | \$ 2,500.00                                                               | TOILET PARTITIONS                                                                                                                                                                                                                                                           |                                       |          |
| 375.00          | þ                                                  | 100%                                                  | 7,500.00                                                                          | þ                                                      | 7,500.00                                                       | þ                                                       | \$ 7,500.00                                                               | CARPET, VCT, BASE                                                                                                                                                                                                                                                           |                                       |          |
| 245.00          | Ģ                                                  | 100%                                                  | 4,900.00                                                                          | þ                                                      | þ                                                              | 4,900.0¢                                                | \$ 4,900.00                                                               | CERAMIC TILE                                                                                                                                                                                                                                                                |                                       |          |
| 370.00          | <b>\</b>                                           | 100%                                                  | 7,400.00                                                                          | þ                                                      | þ                                                              | 7,400.0d                                                | \$ 7,400.00                                                               | ACUSTICAL CEILINGS                                                                                                                                                                                                                                                          |                                       |          |
| 450.00          | ę                                                  | 100%                                                  | .9,000.00                                                                         | Ļ                                                      | 900.00                                                         | 8,100.00                                                | \$ 9,000.00                                                               | PAINTING, VWC, ETC                                                                                                                                                                                                                                                          |                                       |          |
| 1,230.00        | ¢                                                  | 100%                                                  | 24,600.00                                                                         | þ                                                      | ;                                                              | 24,600.00                                               | \$24,600.00                                                               | GYPSUM DRYWALL                                                                                                                                                                                                                                                              |                                       |          |
| 165.00          | <br> -<br> -                                       | 100%                                                  | 3,300-00                                                                          | Ļ.                                                     | Ģ                                                              | 3,300-00                                                | \$ 3,300.00                                                               | FINISH HARDWARE                                                                                                                                                                                                                                                             |                                       |          |
| 275-00          | <b>\</b>                                           | 100%                                                  | 5,500.00                                                                          | þ                                                      | þ                                                              | 5,500.00                                                | \$ 5,500.00                                                               | GLASS & GLAZING                                                                                                                                                                                                                                                             |                                       |          |
| 105.00          | <b>.</b>                                           | 100%                                                  | 2,100.00                                                                          | þ                                                      | þ                                                              | 2,100.00                                                | \$ 2,100.00                                                               | ALUMINUM WORK                                                                                                                                                                                                                                                               |                                       |          |
| 310.00          | 4                                                  | 100%                                                  | 6,200.00                                                                          | Ļ                                                      | þ                                                              | 6,200.00                                                | \$ 6,203.00                                                               | VICOD DOORS                                                                                                                                                                                                                                                                 |                                       |          |
| 270.00          | <b>\</b>                                           | 100%                                                  | 5,400.00                                                                          | Ļ                                                      | 2,700.00                                                       | 2,700.00                                                | \$ 5,400.00                                                               | FINISH CARPENTRY                                                                                                                                                                                                                                                            |                                       |          |
| 55.00           | Ģ                                                  | 100%                                                  | 1,100.00                                                                          | þ                                                      | þ                                                              | 1,100.00                                                | \$ 1,100.00                                                               | ROUGH CARPENTRY                                                                                                                                                                                                                                                             |                                       |          |
| 90.00           | ę                                                  | 100\$                                                 | 1,800.00                                                                          | þ                                                      | Ļ                                                              | 1,800.00                                                | \$ 1,800.00                                                               | MISC. METALS                                                                                                                                                                                                                                                                |                                       |          |
| 34.25<br>325.00 | <b>\</b>                                           | 100%                                                  | 685.00<br>6,500.00                                                                | 4                                                      | -0-                                                            | 6,500.00                                                | \$ 6,500.00                                                               | CONCRETE                                                                                                                                                                                                                                                                    |                                       |          |
| RETAINACE       | IC FINISH                                          | (C * C)                                               | TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F)                            | MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | WORK COMPLETED<br>REVIOUS THIS PERIOD<br>ATION<br>+ EI<br>+ EI | WORK CC<br>FROM PREVIOUS<br>APPLICATION<br>(D + E)      | VALUE                                                                     |                                                                                                                                                                                                                                                                             | NO.                                   |          |
|                 | н                                                  |                                                       | 6                                                                                 |                                                        | F                                                              | D                                                       | C                                                                         | 6                                                                                                                                                                                                                                                                           | A                                     |          |
| w Enforcement   | 4<br>2-17-86<br>2-17-86<br>Ft. Bend Law<br>Academy | NU NUMBER:<br>ATION DATE:<br>PERIOD TO:<br>ROJECT NO: | APPLICATION NUMBER:<br>APPLICATION DATE:<br>PERIOD TO:<br>ARCHITECT'S PROJECT NO: | AR                                                     | ning                                                           | PAYMENT, contai<br>ar.<br>e items may appl <sup>i</sup> | CERTIFICATE FOR<br>ed.<br>to the nearest doll<br>e retainage for lin<br>T | AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing<br>Contractor's signed Certification is attached.<br>In tabulations below, amounts are stated to the nearest dollar.<br>Use Column I on Contracts where variable retainage for line items may apply. | AIA Do<br>Contra<br>In tabu<br>Use Co | 01       |
| 2 OF 2 PAGES    | erse side) PACE                                    | is on rev                                             | 03 (Instructions on reverse side)                                                 | CUMENT G703                                            | AIA DOCL                                                       |                                                         | <b>-</b>                                                                  | CONTINUATION SHEET                                                                                                                                                                                                                                                          |                                       | 009      |
|                 |                                                    |                                                       |                                                                                   |                                                        |                                                                |                                                         |                                                                           | <b>)</b> 0                                                                                                                                                                                                                                                                  | -<br>-                                | 9        |

- 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 ADVEKTISING 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 LEAST (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.

-3--

<u>(</u>"

01011 #16 P----- 0030

To: The Honorable Commissioners' Court of Fort Bend County

Judge Jodie Stavinoha,County JudgeJohnnie Pustka,Commissioner Pct. 1Ben Denham,Commissioner Pct. 2Alton Pressley,Commissioner Pct. 3Bob Lutts,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

-2 01012 8<u>61</u>2953

\*86 MAR 20 P4:06

DAVID BROOKS COLLINS PETROLEUM LANDMAN 8006 GOLDENGROVE SPRING, TEXAS 77379 713 370-1312

86-23

Dianne Thilson COUNTY CLERK FORT BEND COUNTY TEDA

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

Scott Prather - Landman cc: Phillips Petroleum Company P.O. Box 1967 Houston, Texas 77/001 1Sun us 0

# Producers 88 (7-69) With 640 Acres Pooling Provision 8612953

## · OIL, GAS AND MINERAL LEASE

01013

1837

POUND PRINTING & STATIONERY COMPANY 2325 FANNIN, HOUSTON, TEXAS 77002, (713) 659-3139

THIS AGREEMENT made this 10th

#### March ...day of .....

1/5

0030

COUNTY JUDGE, FORT BEND COUNTY, TEXAS, represented herein by the Honorable JODIE E. STAVINOHA

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 TEN AND NO/100 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 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.

three (3)

2. Unless sconer terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of xeo (ye) 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.

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below. Nothing berein shall impair lesses is the to release as provided in margaranh 5 hereof. In event of assignment of this lease in whole of in sart, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each. And/or with any other land, lesse, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, into a streage to learnes; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any ore more horizons, so as to contain not more than 640 surface acres plu 10% acreage tolerance, if limited to one or more of the following: (1) setup in the streage tolerance; provided in or more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) while chashing maximum allowable from any well to be drilled, drilling, or already drilled any noch unit may be established or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled any noch unit may be established either on said ind, or on the portion of said land included in the unit, or on other land unitised herewith A unit established either shall be valid and affec-tive for all purposes of this lesse even though there may be mineral, royalty, or lessehold interests in lands within the unit which are not effectively vortage acresses to the portion of said land under this lesse. There shall be allocated to the land covered by this lease within each such unit or or or all more acresses in the production of the total production of unit target the production of the drift deducting any used in and under this lesse. There shall be allocated to the land covered by this lease within each such unit (for to each the unit, after deducting any used in land under this lesse. There shall be allocated to the land covered by this lesses within each shall be approach and the production of the total production

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,

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 <u>REPUBLIC</u> Bank at <u>RICHMOND</u>, TEXAS , or its 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 defarring operations for one year from said date. In like manner and upon like payments or tenders, operations may be further defarred 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, in the manner herein specified, either jointly to such parties or sparately to each in accordance with their respective ownerships thereof, as 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 sparately to each in accordance with their respective ownerships thereof, as lessee may or tenders the partent as to any portion of said land or as to any interest therein the list date for payment. Said delay rental shall de a poportionable as to asid land on an acreage basis, and a failure to make proper payment, but which is erroneous in whole or in part as to parties, amounts, or depository shall not affect this lesse as to any portion of said land or or file or release has received written notice thereof from lessor. Lessee may at any time and from time to time execute and deliver to lessor or file or release of this lesse as to any portor of said land or as a term in the ast or should be in any attempt to make proper payment, but which is erroneous in whole or in part as to any attemation or release as to any porterest therein the terms del delay rental is as to any parties

return to -Elida

**D1014** 

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15. If at any time or times during the primary term operations are conducted on said land and if all operations are discortinued, this lease that the end of according to an inversary data next following the ninstieth day after such discortinuance unless on or before such anniversary term or on the ninetieth day after discontinuance of all operations, whichever is the 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 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 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 of the primary term, this lease shall terminate at the end of such terminance of a well in search for or in an endeavor to obtain production of large resolutions. Whichever is the of the primary term of on the mineral, whether or not in paying quantities.
16. The see 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 divertions bereamder. Lesses shall be right to the house to be hourd oper termines placed on said land, including the right to the house the binding upon the part and as to any mineral or horison. All of the overants, obligations, and completations to growing crops and timber on said land.
16. 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 horison. All of the successive assigns, No change or division in the ownership of said land, royalties, delay rental, or other moneys, or any part thereof, howser effected, shall be drifted to said the index of the dese for the lessor. Lessor is successive assigns, the edited in the origin base is all be necessary in the opinion of such record on white

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 lanse of sixty (60) days after service of suid notice on lessee. Neither the service of said notice nor the doing of any acts by lessee and domination or presumption that lessee has failed to perform all its obligations hereunder. If this lense 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 lesses 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 suid included in n pooled unit on which there are operations. Lesses shall also have such easements on said land are necessary to operations.

Since minu 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 here on 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 threes and to deduct amounts so paid from royalties or other lessor, either before or after maturity, and be subrogated to the rights of the holder threes 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 nny part as to which this lease covers less than such full interest, 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 name 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 renson of (1) any law, order, rule or regulation, whether er or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except funcial) determined to be invalid) or (2) or order cause, whether similar or dissimilar, except funcial) determined to be invalid) or (2) any other cause, whether similar or dissimilar.
 11. WITNESS WHEREOF.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

| Before me, the undersite                                                                                                                       | norab                                                  | le Jo                              | odie E          | . Stav                    | vinhoa,     | , Coun                      | ty Ju     |                                  |                                                                                                     |                                                                                               | he                  | MEXICO                                       |
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| n to me to be the per                                                                                                                          | is                                                     | free a                             | act and d       | eed for th                | e purpoges  | and con                     | ideration | therein expres                   | mowledged u                                                                                         | he cap                                                                                        | city :              | stated t                                     |
| Given under my hend a<br>Commission Supires                                                                                                    | and seel to                                            | if office                          | this            | day of.                   |             | ARCH                        | , 19      | <u><u>●</u>. Z</u>               | PHUGNDART, FR                                                                                       | Sia                                                                                           | Lan                 | dry                                          |
| 21-89                                                                                                                                          |                                                        |                                    |                 |                           |             |                             |           |                                  | STATE OF T                                                                                          | EXAS                                                                                          |                     |                                              |
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| NTY OF                                                                                                                                         |                                                        |                                    |                 |                           | -           |                             |           | •                                |                                                                                                     |                                                                                               |                     |                                              |
| Before me, the undersig                                                                                                                        | ned autho                                              | ority, on                          | this day        | personally                | appeared _  |                             |           |                                  |                                                                                                     |                                                                                               |                     |                                              |
| n to me to be the per                                                                                                                          | monwł                                                  | hose nar                           | <b>meis (</b> r | are) subsc                | ribed to th | he foregoi                  | ng instru | iment, and acl                   | knowledged to                                                                                       | o me that_                                                                                    |                     |                                              |
| ited the same as                                                                                                                               |                                                        |                                    |                 |                           | • •         |                             |           | -                                | saed.                                                                                               |                                                                                               |                     |                                              |
| Commission Expires                                                                                                                             |                                                        |                                    |                 |                           |             |                             |           |                                  |                                                                                                     |                                                                                               |                     |                                              |
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|                                                                                                                                                |                                                        |                                    |                 |                           |             |                             |           | Notar                            |                                                                                                     |                                                                                               | :X25                |                                              |
| TE OF                                                                                                                                          |                                                        | <u></u>                            |                 |                           | H           |                             |           | Notar                            | Notary's Print                                                                                      | ed Name                                                                                       |                     | MEXICO                                       |
| TE OF<br>NTY OF<br>Before me, the undersig                                                                                                     |                                                        | <u> </u>                           | : this day      | personally                |             | USBAND                      |           |                                  | Notary's Print                                                                                      | ed Name                                                                                       |                     | MEXICO                                       |
| TE OF<br>NTY OF<br>Before me, the undersig                                                                                                     | ned autho                                              | ority, on                          | -               |                           | appeared .  | USBAND                      | AND W     | FE ACKNOW                        | Notary's Print                                                                                      | ed Name<br>-TEXAS C                                                                           | DR NEW              |                                              |
| TE OF<br>NTY OF<br>Before me, the undersig<br>ribed to the foregoing<br>deration therein expres                                                | ned autho<br>g instrum<br>sed.                         | ority, on<br>ment, an              | nd acknow       | wledged to                | o me that   | USBAND                      | AND W     | FE ACKNOW<br>wife, known t       | Notary's Print                                                                                      | ed Name<br>-TEXAS C                                                                           | DR NEW              |                                              |
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## FILED

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## **\*86 MAR 20 P4:06**

Dianne Philson COUNTY CLERM ORT BEND COUNTY TIDA 01015

0030

STATE OF TEXAS COUNTY OF FORT BEND I, hereby certify that this instrument was filed on the date and time stamped hercon 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 2 4 1986



A County Clerk, Fort Bend Co., Tex.

Return to: Phillips Petrotun Co. 7.0. Box 1967 Howster, Tx 77001

Atta: Scott Prather

0030

#### 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 Filed

\*86 MAR 20 P4:08

Dianne Thilson COUNTY CLERK FORT BENG COUNTY TELD

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),<br>X \$50.00/acre    | = \$2,413.74       |
|----------|-------------------------------------------------------------------------------|--------------------|
| RENTALS: | 48.2747 NET ACRES X \$10.00/ac., due before 3/5/87<br>1st year rental payment | = \$ 482.75        |
|          | 48.2747 NET ACRES X \$10.00/ac., due before 3/5/88<br>2nd year rental payment | = \$ 482.75        |
|          | " " 3/5/89<br>3rd year rental payment                                         | = \$ 482.75        |
|          | " " 3/5/90<br>4th year rental payment                                         | = <u>\$ 482.75</u> |
| TOTAL FI | VE YEAR CONSIDERATION                                                         | = \$4,344.74       |

Thanking you for your time and attention regarding this matter.

Chuck Reagan Representative of Murphy H. Baxter

Producers 88 (7-69) With 640 Acres Provision

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POUND PRINTING & STATIONERY O

2325 FANNIN, HOUSTON, TEXAS 77002, (713) 659-3159

5th March THIS AGREEMENT made this. day of ...

THE COUNTY OF FORT BEND COUNTY, TEXAS BY: THE HONORABLE JODIE E. STAVINOHA, JUDGE OF FORT BEND COUNTY, TEXAS,

**OIL. GAS AND MINERAL LEASE** 

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:

herein called "said land", is located in the County of FOIL B, state of TEXAS ....., and is described as follows:

86.0347 acres of land, more or less, out of the Henry Scott League, Abstract Num-ber 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 de-scribed 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

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 5-fivefrom 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.

with no casesation for more than ninety (20) consecutive days.
3. As rowsky, 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 based market price of such 1/6 part of such 1/6 part of treating oil to render it marketable pipe line oil to the pipe line or storage tanks, lessors interest, lessors interest, and and or in the manufacture of gasoline or other products, the market average based 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 value at the well or mine at lessee's election, except that on sulphur mined and marketed for onullized 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 explication 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 part of such and agrees to produce, utilize or product, contant wells are shut-in, this lease shall, nevertheless, continue in force as if no shut-in had occurred. Lessee novenants and agrees to use reasonable diligence, to produce or portion the set it is inclused and agrees to use the expiration of the set is as it is easily and be produced or and and recentable diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lesse facilities of flow lines, separator, and lesse tank, and shall not be obligated to install or furnish facilities other than well facilities and ordinary lesse facilities of the service of such diligence, lessee shall not be obligated to install or furnish facilities other than well agas, beck or das and dardinary lesse facilities of the san

blow. Nothing herein shall impair lesses right to release as provided in paragraph 6 hereof. In event of assignment of this lesses in whole of in bart. Itability for payment hereauder shall rest exclusively on the then owner or owners of this lesse, severally as to acreage owned by each. An of with any other land, lesse, or lesses, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, or more horizons, or as to contain not more than 60 surface acres, to lesses as a to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, or more horizons, or as as to establish units containing not more than 80 surface acres, or more horizons, as as to entarge owned under any governmental rule or order, for the dilling or operation of a well at a regular location, and the subsurface reservoir. (3) minerals produced from setablished, or after enlargement, are required under any governmental rule or order, for the dilling or operation of a well at a regular location, or on the portion of sail and included in the unit or on other prevention of sail and included in the unit or on other prevention of sail and included in the unit or on other land unitised therewith. A unit established hereunder shall be wall at a regular location, the or the portion of sail and included in the unit of unit unitised interests in lands within the unit which are not effectively porations of any test or option, or any real at location, or on the portion of sail and included in the unit of unit unitied inder on the portion of a suit and included in the unit, or on other land unitised therewith. A unit established hereunder shall be valid and effectively operations of this lesses or on the portion of a suit and included in the unit of unit, such that propose, accerd the payment of romality operations of any term contain, or option, or any term that any other induced the prevest. The owner of the lands within the unit which are not effectively preventions co

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, Rich-maxxxx mond, Texas, Account #9000445.

successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of <u>482,75</u>, 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 lesses pays or tenders delay rental, royalties, or other moneys, the sum of manner herein specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lesses may elect. Any payment herevinder may be made by check or draft of lesse 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 any interest therein as to any portion of said land or as to any interest therein 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 novertheless be sufficient to prevent termination of this lease and to time execute and deliver or 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 liessor or file for record a release or release of this lease as to any pay at all of said land, the delay rental ensee of there of horizons under, and thereby be relieved of all obligations as to ther payments computed in accordance therewith shall or said as to any pay at any to pay at any time and from there of the or the other execute and deliver to lessor or release or release of this lease as to any pay at any pay at any payment or file for record a release or release of this lease as to any pay at an of any mather approximation of any finder or all is

4. If it is not then on them during the primary term operations are conducted on and land and if all operations are discontinued, this lease the visit is the advected on and the induction day after such discontinuence unless on or before such anniverse. (If there is no the induction of the induction of the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the primary term, but have been used in the induction of the pr

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 lesse 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. ODIE E. STAVINOHA, COUNTY JUDGE KATHY HYNSON, COUNTY TREASURER Texa STATE OF INDIVIDUAL ACKNOWLEDGMENT-TEXAS OR NEW MEXICO FORT BEND COUNTY OF Before me, the undersigned authority, on this day personally appeared Stavinoha <u>Jodie E.</u> known to me to be the person is (\$\$\$) subscribed to the foregoing instrument, and acknowledged he whose name Troses and consideration \_his executed the same as. free act and deed for the purp therei . 1086 Given under my hand and seal of office this. day of Public in and for th mission Expire 2/-89the Sta of Texas M Notary Public in and for the State of Texa NORMA J. LANDRY, NOTARY PUBLIC STATE CHINEN AN TEXAS INDIVIDUAL ACKNOWLEDGHENT THEAT OF NEW MEXICO STATE OF BEND FORT COUNTY OF Before me, the undersigned authority, on this day personally appeared Kathy Hynson she is Xatay subscribed to the foregoing instrument, and acknowledged to me that known to me to be the person\_ \_\_whose name cuted the same as <u>her</u> free act and deed for the purposes and consideration Given under my band and seal of office this <u>Jud</u>day of <u>MACH</u>, 190 executed the same as her. ation there ß Commission Expires Му NONMEY PUBLIC STATE OF TEXAS Noisty's Printed Name HUSBAND AND WIFE ACKNOWLEDUMENT-TEXAS -2/-29 STATE OF 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 No i in i Deputy Clerk **Cas** recorded County 19 PRINTIPAG & STATIONERY COMPANY min. Nouther Texes 77002 (713) 659-3159 ŧ duly this office Gas and Mineral 5 County Page. 8 and record return K. 6 Producers 35 (7-69) With 640 Acres Pooling Provision ģ FROM records ٠. recorded 2 filed L L Phen. o'clock instrument ż 2 23 ŝ ×, Acres This 9 Dated. the Ten Bee ŝ đ 6 1295 1831

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#### 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.

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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 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:

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#### 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.

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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 appearence.

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:

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### TABULATION ON OIL, GAS AND MINERAL LEASE OF 0.5 ACRES

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| COMPANY                       | LENGTH OF LEASE | BONUS    | RENTAL     | ROYALTY |  |
|-------------------------------|-----------------|----------|------------|---------|--|
| PHILLIPS PETROLEUM<br>COMPANY | 3 years         | \$150.00 | \$5.00 yr. | 1/5     |  |

### TABULATION ON OIL, GAS AND MINERAL LEASE OF 86.0347 ACRES

| COMPANY          | LENGTH OF LEASE | BONUS      | RENTAL      | ROYALTY |  |
|------------------|-----------------|------------|-------------|---------|--|
| MURPHY H. BAXTER | 5 years         | \$2,413.74 | \$482.75 yr | 1/6     |  |

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 FLATALLIS 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)<br>C) | GEOPHYSICAL DRILLING INC.<br>RHEMAN WATER WELL SERVICE | \$ 14,512.00<br>\$ 11,980.00 |
| С,       |                                                        | + 11/900000                  |

Open bids for purchase of 1 new or used winch with less than 50 hrs. running time to fit a flatallis mode FD-20 tractor:

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

| A) | HI-WAY EQUIPMENT    | \$<br>20,597.00 |
|----|---------------------|-----------------|
| B) | FOGLE EQUIPMENT CO. | \$<br>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 FEUERBACTI)
- 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 MARRIEITA (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 WOLTERSDORF (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

VENDORS NOTIFIED BY LETTER

#### COMPANY

AUSTIN COUNTY WATER WELL SERVICE / 8,911.33 FOUR H WATER WELL GEOPHYSICAL DRILLING INC. /4,5/2 MAHLER WATER WELL SERVICE, INC. ONDREY WATER WELL DRILLING RHEMAN WATER WELL SERVICE //,980.00 SWINEHART CONSULTING GEOPHYICSTS

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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                  | <b></b>             |
| 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                         | \$16,500            |

### 21. <u>APPROVE BILLS</u>:

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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)

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### 22. ADJOURNMENT :

Commissioners' Court adjourned Monday, March 17, 1986.

### 0030

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

On this the 17th day of March , 1986 at a \_\_\_\_\_\_

Session of the Commissioners Court with the following present:

County Judge Commissioner, Precinct 1 Commissioner, Precinct 2 Commissioner, Precinct 3 Commissioner, Precinct 4

Maveno

Now, therefore, be it resolved upon the motion of Commissioner <u>Bob LUTTS</u>, Seconded by Commissioner <u>ALTON PRESSLEY</u> duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor.

\*\*\*\*\*APPROVED\*\*\*\*\*

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 O             | N MAY | 13 |      | , 1    | 9 <sup>86</sup> | _• |
|----------------------|-------|----|------|--------|-----------------|----|
| STARTING<br>FILM COD |       | 86 | vol. | 30 pg. | 839             | -  |

ENDING WITH FILM CODE NO. 86 vol. 30 pg. 1026

DIANNE WILSON, COUNTY CLERK FORT BEND COUNTY, TEXAS

BY alice arine

DEPUTY

