

# COMMISSIONERS COURT MINUTES

30 12-23-85

FORT BEND COUNTY

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

CONTINUED

00002

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

0030

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

FILED FOR RECORD

~~NOV 19 1985~~ TIME 2:45 PM

DEC 19 1985

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

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

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, December 19, 1985 at 2:55 p.m. by M. Landry.

## REGULAR SESSION

0030

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

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

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

✓1. APPROVE MINUTES OF MEETING OF DECEMBER 16, 1985:

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

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

✓3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

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

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

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

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

Emergency Management Coordinator  
Commissioner Precinct #3

✓5. REVIEW FEE OFFICERS' MONTHLY REPORTS:

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

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

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

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

The following proceedings were had, to-wit:

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

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

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

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

NAYES: \_\_\_\_\_

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

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

DATE: December 16, 1985

DEPARTMENT HEAD: Sw. Sears

THE COUNTY OF FORT BEND

BY: J. Stavinoha  
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

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

Bob Lutts, Commissioner Pct. #4

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

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

NAYES: \_\_\_\_\_

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

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

DATE: 12-19-85

DEPARTMENT HEAD: R. RING

THE COUNTY OF FORT BEND

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

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

Bob Lutts, Commissioner Pct. #4

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

On this the 23d day of December, 1985, at a Regular Session of the Commissioner's Court, the following members being present:

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- Johnnie Pustka - Commissioner Precinct #1
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- Alton Pressley - Commissioner Precinct #3
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NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner \_\_\_\_\_ seconded by Commissioner \_\_\_\_\_ and duly carried by the following vote:

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

NAYES: \_\_\_\_\_

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

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

DATE: December 20, 1985

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

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

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

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- Alton Pressley - Commissioner Precinct #3
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NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner \_\_\_\_\_ seconded by Commissioner \_\_\_\_\_ and duly carried by the following vote:

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

NAYES: \_\_\_\_\_

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

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

DATE: December 20, 1985

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

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha  
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

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

Bob Lutts, Commissioner Pct. #4



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

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

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

The following proceedings were had, to-wit:

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

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

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

NAYES: \_\_\_\_\_

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

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

DATE: 12-20-85

DEPARTMENT HEAD: [Signature]

THE COUNTY OF FORT BEND

BY: [Signature]  
Jodie Stavinoha, County Judge

[Signature]  
Ben Denham, Commissioner Pct. #2

[Signature]  
Johnnie Pustka, Commissioner Pct. #1

[Signature]  
Alton Pressley, Commissioner Pct. #3

[Signature]  
Bob Lutts, Commissioner Pct. #4

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

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

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

NAYES: \_\_\_\_\_

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

<u>Constable Pct. 2</u>	<u>DEPT.</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
1050-0024-0500	Insurance	\$6,870.00	\$8,496.57	+ 1,626.57
1050-0024-0200	Salaries	\$93,040.00	\$91,239.40	- 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: W.C. Todd Constable, Precinct #2

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha  
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

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

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The following proceedings were had, to-writ:

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

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

NAYES: \_\_\_\_\_

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

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

DATE: 12/23/85  
DEPARTMENT HEAD: [Signature]

THE COUNTY OF FORT BEND

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

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

Bob Lutts, Commissioner Pct. #4

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

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

NAYES: \_\_\_\_\_

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

J.P. 2. Pl. 2	DEPT. #20	FROM	TO	INCREASE (DECREASE)
Utilities		5,872.26	5,874.45	(32.95)
Insurance		6,858.00	6,855.22	2.78
Conferences/Seminars		500.00	530.17	30.17

DATE: 12-17-85

DEPARTMENT HEAD: Mary Fredrickson

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha  
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

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

Bob Lutts, Commissioner Pct. #4

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

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

NAYES: \_\_\_\_\_

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

<u>Building Maint.</u>	<u>DEPT #8</u>	<u>FROM</u>	<u>TO</u>	<u>INCREASE (DECREASE)</u>
<u>Insurance</u>		<u>13,603.38</u>	<u>18,821.38</u>	<u>5218.00</u>
<u>Temporary or Extra Help</u>		<u>27,988.00</u>	<u>22,770.00</u>	<u>(5218.00)</u>
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____
_____		_____	_____	_____

DATE: 12/20/85

DEPARTMENT HEAD: Ramp Bann

THE COUNTY OF FORT BEND

BY: J. Stavinoha  
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

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

Bob Lutts, Commissioner Pct. #4

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

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

- Jodie Stavinoha - County Judge
- Johnnie Pustka - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
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NOW, THEREFORE, BE IT RESOLVED, upon motion of Commissioner \_\_\_\_\_ seconded by Commissioner \_\_\_\_\_ and duly carried by the following vote:

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

NAYES: \_\_\_\_\_

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

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

DATE: 12-17-85

DEPARTMENT HEAD: Maryl Wase

THE COUNTY OF FORT BEND

BY: J. Stavinoha  
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

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

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

NAYES: \_\_\_\_\_

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

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

DATE: 12/20/85

DEPARTMENT HEAD: *P. Johnnie Cooper*  
P. Johnnie Cooper

THE COUNTY OF FORT BEND

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

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

Bob Lutts, Commissioner Pct. #4

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

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

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

NAYES: \_\_\_\_\_

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

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

DATE: 12-23-85

DEPARTMENT HEAD: Lawrence Ellis

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha  
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

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

Bob Lutts, Commissioner Pct. #4



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

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- Bob Lutts - Commissioner Precinct #4
- Dianne Wilson - County Clerk

The following proceedings were had, to-wit:

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

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

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

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

NAYES: \_\_\_\_\_

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

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

DATE: 12/23/85

DEPARTMENT HEAD: J. Stavinoha

THE COUNTY OF FORT BEND

BY: J. Stavinoha  
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

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

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

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

The following proceedings were had, to-wit:

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

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

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

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

NAYES: \_\_\_\_\_

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

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

DATE: December 16, 1985

DEPARTMENT HEAD: C. A. Berkerson

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha  
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

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

On this the 23 day of December, 1985, at a regular Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-wit:

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

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

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

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

NAYES: \_\_\_\_\_

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

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

DATE: 12-23-85  
DEPARTMENT HEAD [Signature]  
THE COUNTY OF FORT BEND

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

[Signature] Johnnie Pustka, Commissioner Pct. #1  
[Signature] Alton Pressley, Commissioner Pct. #3

[Signature] Bob Lutts, Commissioner, Pct. #4

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

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

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

The following proceedings were had, to-wit:

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

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

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

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

NAYES: \_\_\_\_\_

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

Tax Assessor/Collector DEPT.	FROM	TO	INCREASE (DECREASE)
0200 Temporary Salaries	36,480.00	33,620.00	<2860.00>
0300 Social Security	514,366.65	515,286.65	920.00
0400 Retirement	37,004.00	38,742.00	1,738.00
0700 Travel Allowance	35,588.00	35,689.00	101.00
	3600.00	3,700.00	100.00

DATE: 12-20-85

DEPARTMENT HEAD: Dawn P. Thine  
by Diana R. Wittman  
THE COUNTY OF FORT BEND

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

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

Bob Lutts Bob Lutts, Commissioner Pct. #4

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

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

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

The following proceedings were had, to-wit:

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

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

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

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

NAYES: \_\_\_\_\_

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

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

DATE: December 8, 1985

DEPARTMENT HEAD: [Signature]

THE COUNTY OF FORT BEND

BY: [Signature]  
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

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

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

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

The following proceedings were had, to-wit:

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

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

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

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

NAYES: \_\_\_\_\_

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

	DEPT.	FROM	TO	INCREASE (DECREASE)
<i>Data Processing</i>				
0300 Social Security	0300	27,436.00	27,373.00	(63.00)
0280 Longevity	0250	1,395.00	1,400.00	5.00
1010 Fees & Services	4010	144,947.00	145,005.00	58.00

DATE: 12/23/85

DEPARTMENT HEAD: Charles W. Wilson

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha  
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

X  
542

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

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

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

The following proceedings were had, to-writ:

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

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

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

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

NAYES: \_\_\_\_\_

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

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

DATE: 23 December 1985

DEPARTMENT HEAD: Elizabeth J. LaRosa

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha  
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

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

Bob Lutts, Commissioner Pct. #4

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

On this the 23rd day of December, 1985, at a Special Session of the Commissioner's Court, the following members being present:

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

The following proceedings were had, to-writ:

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

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

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

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

NAYES: \_\_\_\_\_

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

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

DATE: 12-19-85

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

THE COUNTY OF FORT BEND

BY: \_\_\_\_\_

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4



00624

4

0030

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Mel L. Speed

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

Date of Return February 20, 1986

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

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

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

Melvin L. Speed Name

12/18/85

Date

Emergency Management Coordinator

Title

Approved: Commissioners' Court

J. Stevenson County Judge

12-23-85

Date

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

ALTON B. PRESSLEY

Period: Date of Departure Feb 18, 1986

Date of Return Feb 20, 1986

Purpose of Trip: Emergency Management Conference

Places to be Visited: Austin, Tex.

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

personal auto  
Alton B. Pressley  
Name

December 23, 1985  
Date

County Commissioner  
Title

Approved: Commissioners' Court

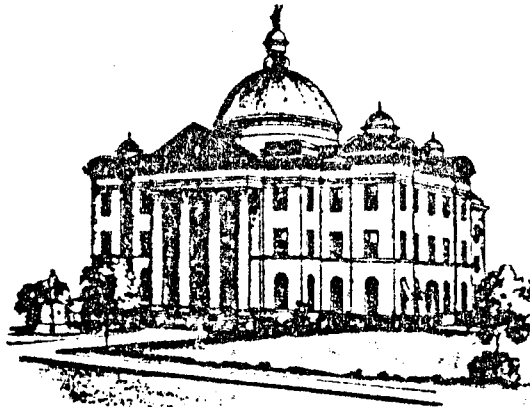
J. Starnes  
County Judge

12-23-85  
Date

00026

0030

JOYCE TOMPKINS



COUNTY AUDITOR

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549  
RICHMOND, TEXAS  
77469

DECEMBER 23, 1985

Commissioners Court  
Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

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

We recommend that these reports be approved subject to completions of our examination of reports of such officers for the year ending December 31, 1985.

If the Court concurs, the following order might be adopted:

Moved by Commissioner, seconded by Commissioner, duly put and carried, it is ordered that the monthly reports of fees collected by Non-Fee Officers identified below, for the month of Nov 1985 be approved as recommended by the County Auditor in her letter of December 23, 1985.

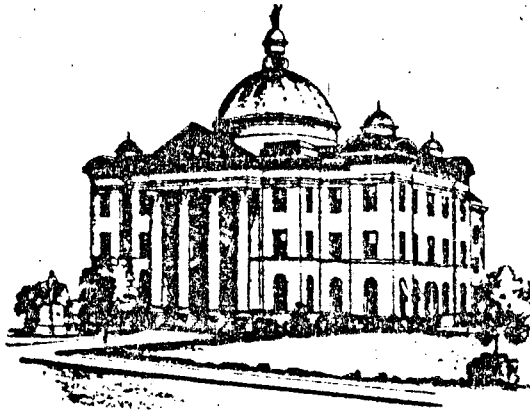
Elizabeth LaVois, Child Support  
Walter Culpepper, Health and Sanitation  
Daniel Kosler, Ambulance Service  
Cynthia Reeves, Animal Control  
G. H. Hart, Sanitary Landfill  
Carolyn Conrad, Library  
Hopie Solomon, Indigent Care  
Lawrence Elkins, Fairgrounds  
A E "Al" Dobson, Adult Probation  
Sterling Moore, Juvenile Probation  
Stanley Kucherka, County Engineer  
Mary Lynn Chesshire, Bail Bond Board

Yours very truly  
*Joyce Tompkins*  
Joyce Tompkins  
County Auditor

NON-FEE OFFICER'S REPORT  
COMMISSIONERS' COURTNOVEMBER 1985

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

09028



JOYCE TOMPKINS

COUNTY AUDITOR

STATE OF TEXAS  
**COUNTY OF FORT BEND**

P. O. DRAWER 549  
RICHMOND, TEXAS  
77469

DECEMBER 23, 1985

Commissioners Court  
Fort Bend County, Texas

Re: Monthly Reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers 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

Yours very truly,

*Joyce Tompkins*  
Joyce Tompkins  
County Auditor

FEE OFFICERS REPORT

(30:29)

COMMISSIONERS COURT

NOVEMBER 1985

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

- \* County Revenues deposited into the General Fund.
- \*\* County Revenues deposited into the Road & Bridge Fund.
- \*\*\* Other Misc. Fees And Refunds includes: Fees collected by the officer for other county officials, i.e. County Judge, D.A. Sheriff, Constable, Animal Control; State Comptroller Court Taxes, CJPF, LEOSE, CVCF, License & Weight, Parks & Wildlife; Cash Bond refunds, deposits for costs, out of county service and/or restitution. These details are on the officers monthly report and also will be reported on the annual report.
- \*\*\*\* Misc. Fees for the Dist. Attorney are revenues deposited into the D.A. Bad Check Fund.

00030

TAX COLLECTOR  
NOVEMBER 1985

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

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

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

Failed due to lack of a second.

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

Judge Stansbury discussed the request.

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

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

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

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

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

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

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

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

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



## MINUTES AND CERTIFICATION

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

County Judge  
County Clerk

Jodie E. Stavinoha  
Dianne Wilson

Commissioners

Alton B. Pressley  
Johnnie Putska  
Ben Denham  
Bob Lutts

and all of such persons were present, except the following absentees: none

---

thus constituting a quorum. Whereupon, among other business, the following was transacted, to-wit: a written Resolution bearing the following caption was introduced:

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

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

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

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

WHEREAS, the Commissioners' Court (the "Governing Body") of Fort Bend County, Texas (the "Unit"), has approved and authorized the creation of the Fort Bend Industrial Development Corporation (the "Corporation") as a Texas non-profit corporation, pursuant to the Development Corporation Act of 1979, as amended, Article 5190.6, Vernon's Annotated Texas Civil Statutes (the "Act"), to act on behalf of the Unit to promote and develop industrial and manufacturing enterprises to promote and encourage employment and the public welfare; and

WHEREAS, the Corporation is authorized by the Act to issue its revenue bonds on behalf of the Unit for the purpose of paying all or part of the costs of a "project", as said term is defined in the Act, and to loan the proceeds thereof to finance all or part of the costs thereof; and

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

Thereupon, the Presiding Officer declared open the meeting for the purpose of conducting a public hearing on the proposed issuance of the bonds, the facilities to be financed thereby, and the plan of financing specified in the Resolution. All persons desiring to comment with respect to the issuance of the bonds, the facilities to be financed thereby and the plan of financing were invited to address the Board of Directors. After all persons present desiring to speak had addressed the Governing Body, the public hearing was declared closed by the following vote:

AYES: 5 NOES: 0

ABSTENTIONS: 0

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

AYES: 5 NOES: 0

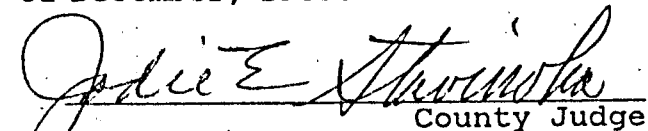
ABSTENTIONS: 0

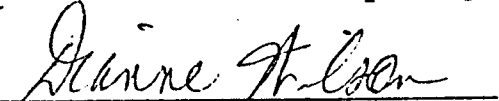
The Presiding Officer then declared the Resolution passed and signed and approved the same in the presence of the Governing Body.

MINUTES APPROVED AND CERTIFIED TO BE TRUE AND CORRECT and the attached and following copy of such Resolution is hereby certified to be a true and correct copy of an official copy thereof on file among the official records of the Governing Body of the Unit.

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

EXECUTED this 23 day of December, 1985.

  
County Judge

  
County Clerk

170BCSWW

00035

0030

## EXHIBIT A

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

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

All interested persons are invited to attend such public hearing to express their views with respect to the Project and the issuance of the Bonds. Questions or requests for additional information may be directed to Ms. Barbara Pickthall, Fort Bend County Courthouse Annex, 300 Jackson Street, Richmond, Texas, (713) 342-3411, extension 214.

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

This notice is published, and the aforementioned hearing is to be held, in satisfaction of the requirements of Section 103(k) of the Internal Revenue Code of 1954, as amended, regarding the public approval prerequisite to the exemption from federal income taxation of interest on the Bonds.

167BCSK

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

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

WHEREAS, pursuant to Section 103(k) of the Code, this Governing Body, after giving reasonable public notice, in substantially the form and substance appearing in Exhibit A hereto, by having said notice published at least one time in a newspaper of general circulation in the Unit, as shown on the affidavit of publication appearing in Exhibit B hereto, and before the adoption of this resolution, conducted a public hearing on the issuance of the Bonds authorized hereby, the facilities to be financed with the Bonds and the plan of financing approved hereby; and

WHEREAS, this Governing Body has reviewed the Bond Resolution and the minutes relative thereto and, by adoption of this Resolution, intends to approve the Bond Resolution, the issuance of the Bonds, the plan of financing approved by the Bond Resolution and the Bond Documents and to make the findings required by the Act to approve the Project;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS:

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

- (a) the Project;
- (b) the Bond Resolution and the plan of financing approved thereby;
- (c) the issuance of the Bonds in the amount and for the purposes referred to in the preambles hereof and as described in the Bond Documents; and

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

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

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

(b) the Project will contribute to the economic growth or stability of the Unit by increasing or stabilizing employment opportunity, significantly increasing or stabilizing the property tax base and promoting commerce within the Unit and the State.

Section 3. The Unit, acting by and through this Governing Body, hereby assigns to the Corporation that amount of the state private activity bond ceiling, available to bond issuing authorities in the State of Texas under Section 103(n) of the Code, that is allocated to the Unit with respect to the Bonds pursuant to House Bill 690, 69th Legislature, Regular Session, 1985.

Section 4. This Resolution shall take effect immediately from and after its adoption.

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

Joe E. Sturmit  
County Judge

Janne Thibault  
County Clerk

165BCSP

PUBLISHER'S AFFIDAVIT

THE STATE OF TEXAS  
County of Fort Bend,

EXHIBIT B

On this the 12 day of December, A. D. 1985, personally appeared before the undersigned, a Notary Public in and for said county and state, Clyde C. King Jr. Publisher of The Herald-Coaster, a newspaper published at Rosenberg, County of Fort Bend, State of Texas, who, being by me duly sworn, on oath, states that the advertisement, a true copy of

(SEAL)

(CLIPPING)

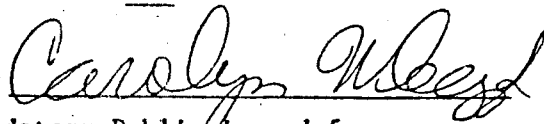
which is hereto annexed, was published in said newspaper in one issue(s) thereof on the following date(s):  
December 9,  
A.D. 1985.

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

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



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



Notary Public in and for Fort Bend County, Texas

All interested persons are invited to attend such public hearing to express their views with respect to the Project and the issuance of the Bonds. Questions or requests for additional information may be directed to Ms. Barbara Pickthall, Fort Bend County Courthouse Annex, 300 Jackson Street, Richmond, Texas, (713) 342-3411, extension 214.

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

This notice is published, and the aforementioned hearing is to be held, in satisfaction of the requirements of Section 103(k) of the Internal Revenue Code of 1954, as amended, regarding the public approval prerequisite to the exemption from federal income taxation of interest on the Bonds.



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

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

IN REPLY REFER TO  
FILE NO.

ADE-R

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

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

Dear Judge Stavinoha:

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

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

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

Very truly yours,

A handwritten signature in cursive script, appearing to read "Omer F. Poorman".

For Omer F. Poorman  
District Engineer  
District No. 12

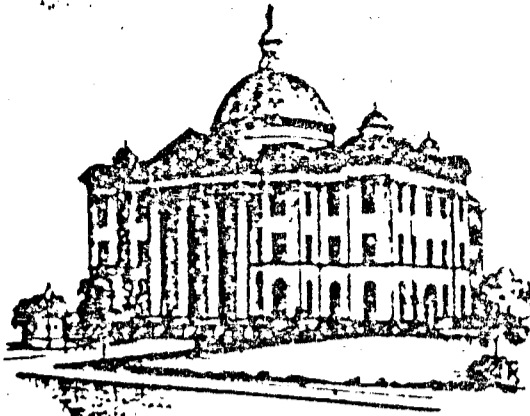
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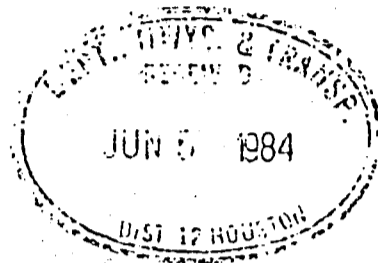
Office of  
JODIE E. STAVINOKA  
County Judge



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

STATE OF TEXAS COUNTY OF FORT BEND

May 31, 1984



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

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

Dear Mr. Poorman:

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

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

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

Yours very truly,

*Jodie E. Stavinoka*  
Jodie E. Stavinoka,  
County Judge

LES:nl  
Attachments

RIGHT OF WAY  
JUN 5 1984  
DIST 12 HOUSTON



09042

**DCCI**



RECEIVED DEC 6 9 1985

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

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

December 3, 1985

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

Re: Maintenance Facility

Gentlemen:

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

Thank you for your cooperation and attention.

Very truly yours,

DRYMALLA CONSTRUCTION COMPANY, INC.

Ronnie Aschenbeck  
Project Manager

RA:pas

Encl.

\*Please allow for the following rainy days:

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

# APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

(Instructions on reverse side) PAGE ONE OF PAGES

TO (OWNER): Fort Bend County Precinct #3  
 1809 Eldridge  
 Sugarland, Texas 77478

PROJECT: Maintenance Facility

FROM (CONTRACTOR): Drymalla Construction Co., INC(ARCHITECT):  
 P.O. Box 698  
 Columbus, Texas 78934

CONTRACT FOR:

APPLICATION NO: 002

PERIOD TO: 11-30-85

ARCHITECT'S PROJECT NO: 2399

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			1,838.00
TOTAL	\$ 4,270.00		\$ 1,838.00
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders	\$ 2,778.00		\$ 2,432.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that no retention has been with held from the Contractor under the Contract Documents and that the Contractor is entitled to payment of the AMOUNT CERTIFIED HEREIN is now due.

CONTRACTOR: DRYMALLA CONSTRUCTION COMPANY  
 By: [Signature] Date: 12/9/85

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as stated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

CONTRACT DATE:

1. ORIGINAL CONTRACT SUM ..... \$ 171,000.00
2. Net change by Change Orders ..... \$ 2,778.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 173,778.00
4. TOTAL COMPLETED & STORED TO DATE ..... \$ 116,485.55
5. RETAINAGE:
  - a. 10 % of Completed Work \$ 5,924.28
  - b.        % of Stored Material \$
6. TOTAL EARNED LESS RETAINAGE ..... \$ 110,561.27
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$ 96,900.76
8. CURRENT PAYMENT DUE ..... \$ 13,660.51
9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$ 63,116.73

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

AMOUNT CERTIFIED ..... \$ 13,660.51  
 (Attach explanation if amount certified differs from the amount applied for.)  
 ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

0030

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

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

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

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

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

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

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

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

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

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

SIGNED this 10th day of DECEMBER, 1986.

City of Meadows, Texas

Sue Troyer  
Mayor

ATTEST:

Clare Huff  
City Secretary

SIGNED this 22 day of December, 1985.

County of Fort Bend

Joe E. Havinsha  
County Judge

ATTEST:

Danne Wilson  
County Clerk

THE STATE OF TEXAS §  
 COUNTY OF FORT BEND §

0030

INTERLOCAL AGREEMENT  
 FOR ENFORCEMENT OF ANIMAL CONTROL

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

RECITALS

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

personnel are within the corporate limits of Meadows.

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

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

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

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

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

been duly authorized by their respective governing bodies.

EXECUTED this the 23 day of December, 1985.

COUNTY OF FORT BEND, TEXAS

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

ATTEST:  
Hanne Hilser  
County Clerk

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

CITY OF MEADOWS, TEXAS

By: Sue Troyan  
Mayor

ATTEST:  
Colaine Steff  
City Secretary

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ORDINANCE NO. 84-049

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

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

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

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

Luc Ircey  
Mayor, City of Meadows, Texas

ATTEST:

Clare Huff  
City Secretary

## Chapter 6

ANIMAL CONTROL REGULATIONSSec. 6-1. Definitions.

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

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

Dog shall be intended to mean both male and female.

Cat shall be intended to mean both male and female.

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

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

Sec. 6-2. Licensing and registration.

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

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

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

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

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

Sec. 6-4. Running at large prohibited.

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

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

Sec. 6-5. Rabies inoculation required.

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

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

00055

Revised: June 12, 1984

HOURS OF OPERATION

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

FEES

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

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

- \* Owners with current rabies vaccination certificates will not be charged for vaccination.
- \*\* Individuals residing within the corporate City limits of Richmond will be required to purchase Richmond City license, all others will require Ft. Bend County license.

CALL PRIORITIES

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

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

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

CITATIONS

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

LOOSE OR STRAY ANIMALS (patrol request)

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

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



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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

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

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

BITE CASE INVESTIGATIONS

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

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

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

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

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

RABIES SUSPECT ANIMALS

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

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

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

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

#### EMERGENCY SITUATIONS

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

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

#### PROPERTY DAMAGE

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

#### DISPOSITION OF ANIMALS

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

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

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

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

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

THE STATE OF TEXAS §  
 COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT FOR THE ENFORCEMENT  
OF HEALTH REGULATIONS

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

RECITALS

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

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

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

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

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

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

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

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

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

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

CITY OF MEADOWS, TEXAS

By: Sue Troyan  
Mayor

ATTEST:

Elaine Herff  
City Secretary

SIGNED this 23 day of December, 19 85.

FORT BEND COUNTY, TEXAS

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

ATTEST:

Dianne Wilson  
Dianne Wilson, County Clerk

ORDINANCE NO. 84-046

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

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

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

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

Sue Inge  
Mayor, City of Meadows, Texas

ATTEST:

Clairie Herff  
City Secretary

## Chapter 14

FOOD AND FOOD HANDLERSARTICLE I. IN GENERAL

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

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

Sec. 14-2. Responsibility for enforcement.

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

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

ARTICLE II. PERMITS, LICENSES OR CERTIFICATES

Sec. 14-11. Required.

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

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



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

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

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

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

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

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

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

§ 14-13

FOOD AND FOOD HANDLERS

§ 14-17

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

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

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

Sec. 14-15. Service of notices.

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

Sec. 14-16. Hearings.

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

Sec. 14-17. Appeal.

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

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

Sec. 14-18. Application after revocation.

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

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

ARTICLE III. INSPECTIONS AND ENFORCEMENT

Sec. 14-26. Inspections.

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

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

Sec. 14-27. Report of inspections.

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

Sec. 14-28. Correction of violations.

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

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

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

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

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

Sec. 14-29. Inspection report form.

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

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

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

Sec. 14-31. Review of plans.

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

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

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

Sec. 14-32. Disease control.

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 84-029

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

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

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

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

*Lee Brown*  
Mayor, City of Meadows, Texas

ATTEST:

*Ernie Kemp*  
City Secretary



## Chapter 20

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

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

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

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

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

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

Sec. 20-3. Interfering with public travel.

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

Sec. 20-4. Noise.

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

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

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

Sec. 20-5. Littering and dumping.

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

Sec. 20-6. Fireworks.

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

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

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

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

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

(c) Exceptions.

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

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

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

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

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

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

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

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

Sec. 20-7. Fire bombs.

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

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

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

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

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

Sec. 20-9. Landing of aircraft restricted.

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

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

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

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

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

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

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

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

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

Sec. 20-12. Loitering on private property.

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

Sec. 20-13. Trash hauling vehicles.

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

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

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

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

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

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

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

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

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

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

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## MISCELLANEOUS OFFENSES

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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. OFFENSIVE CONDITIONS  
ON PRIVATE PROPERTY

Sec. 20-50. Definitions.

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

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

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

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

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

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



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

Sec. 20-52. Right to inspect.

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

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

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

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

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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 have the effect of causing odors, obnoxious, unhealthy and unwholesome conditions to exist, is declared to have caused a public nuisance and shall be in violation of this Article.

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RESOLUTION NO. R-85-43

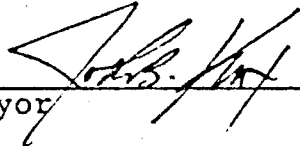
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF MISSOURI CITY, TEXAS, AND FORT BEND COUNTY, TEXAS, FOR THE PURPOSE OF PROVIDING FOR THE HOUSING OF CITY PRISONERS.

\* \* \* \* \*

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.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

THE STATE OF TEXAS       §  
COUNTY OF FORT BEND     §

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INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND  
AND THE CITY OF MISSOURI CITY, TEXAS  
PROVIDING FOR THE HOUSING OF CITY PRISONERS

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

WHEREAS, the City desires the County to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

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

WHEREAS, the County desires to assist the City in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

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

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

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

I.

The County agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this

instrument, accept from the duly authorized law enforcement officers of the City, any and all persons who, under the law of the State of Texas, are prisoners of the respective city. For definition purposes, a City prisoner shall mean those persons charged ONLY with a violation of a city ordinance(s) and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

## II.

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

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

## III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill City prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy

in charge of admissions at the County jail, shall determine, upon presentation of the City prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the City prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

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

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any City prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

#### IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of week-ends and holidays. When a City prisoner is removed from the confinement of the County jail by a City police officer, the County releases and assumes no further responsibility for the said City prisoner until such

time as the prisoner is returned to the County jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. City prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of a City prisoner may be accomplished at the County jail.

## V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of Twenty Dollars (\$20.00) per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

## VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, 1986, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1986, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

## VII.

The City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, and any and all employees thereof, from any claims for damages for which the Sheriff and/or his employees, or County, may be held liable to a City prisoner because of the acts or omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

## VIII.

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



IX.

It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 2nd day of December 1985 in duplicate originals by Order of City Council of

City of Missouri City, Texas

By: *John B. [Signature]*  
MAYOR

ATTEST:

*Alice Church*  
CITY SECRETARY

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

County of Fort Bend

*John E. [Signature]*  
COUNTY JUDGE

ATTEST:

*Janne [Signature]*  
COUNTY CLERK

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

0030

RESOLUTION OF COMMISSIONERS' COURT  
 APPROVING AND AUTHORIZING THE COUNTY JUDGE TO  
 EXECUTE AND THE COUNTY CLERK TO ATTEST  
 A CONTRACT BETWEEN FORT BEND COUNTY, TEXAS  
 AND THE CITY OF MISSOURI CITY, TEXAS  
PROVIDING FOR THE HOUSING OF CITY PRISONERS

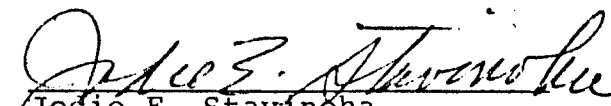
On this the 23 day of December, 1985, at a  
 Regular-Special Meeting of Commissioners' Court of Fort Bend  
 County, Texas, acting as the governing body of Fort Bend  
 County, Texas, upon Motion by Commissioner Pressley,  
 Seconded by Commissioner Lutts, duly put and  
 carried:

WHEREAS, the City of Missouri City, Texas, has heretofore,  
 through its duly authorized governing body, approved an  
 agreement by which the Fort Bend County Sheriff's Department  
 may house City prisoners; and


WHEREAS, Commissioners' Court of Fort Bend County, Texas,  
 desires to authorize the County Judge to sign and the County  
 Clerk to attest such an agreement.

NOW, THEREFORE, BE IT RESOLVED that Jodie E. Stavinoha,  
 County Judge of Fort Bend County, Texas, is hereby authorized  
 and directed to sign said agreement, in behalf of Fort Bend  
 County, Texas, and that Dianne Wilson, County Clerk, is hereby  
 authorized to attest same.

COUNTY OF FORT BEND

  
 Jodie E. Stavinoha  
 County Judge

ATTEST:

  
 Dianne Wilson  
 County Clerk

00090

RESOLUTION NO. R-85-39

RECEIVED NOV 25 1985

0030

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

\* \* \* \* \*

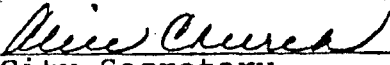
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

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


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

  
\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

CITY COUNCIL MEETING

NOV 18 1985

AGENDA

# 8-B

THE STATE OF TEXAS  
COUNTY OF FORT BEND

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

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

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

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

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

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

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

NOW, THEREFORE, the Drainage District and City mutually agree as follows:

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

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

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

SIGNED this 18th day of November, 19 85.

City of Missouri City, Texas

*John B. Hoff*  
Mayor

ATTEST:

*Alice Church*  
City Secretary

SIGNED this 22 day of December, 19 85.

County of Fort Bend

*James E. Sturinda*  
County Judge

ATTEST:

*Jeanne Wilson*  
County Clerk

00094

RECEIVED NOV 25 1985

0030

RESOLUTION NO. R-85-38


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

\* \* \* \* \*

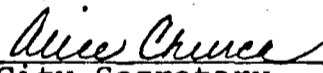
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

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

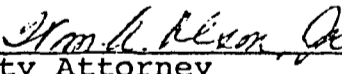
PASSED AND APPROVED this 18th day of November, 1985.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

CITY COUNCIL MEETING

NOV 18 1985

AGENDA  
# 8-A

THE STATE OF TEXAS     X  
 COUNTY OF FORT BEND    X

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

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

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

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

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

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

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

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

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




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

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

SIGNED this 18th day of November, 19 85.

City of Missouri City, Texas

  
\_\_\_\_\_  
Mayor

ATTEST:

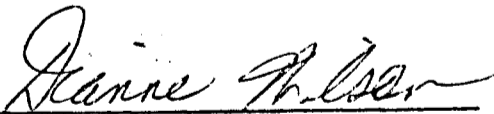
  
\_\_\_\_\_  
City Secretary

SIGNED this 23 day of December, 19 85.

County of Fort Bend

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

ATTEST:

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

0030

NO. 85-22

ORDINANCE APPROVING AND AUTHORIZING THE MAYOR  
TO EXECUTE AND THE CITY SECRETARY TO ATTEST  
A CONTRACT WITH FORT BEND COUNTY, TEXAS  
PROVIDING FOR THE HOUSING OF CITY PRISONERS

WHEREAS, the laws of the State of Texas have placed various requirements on municipalities regarding housing of persons taken into custody by city peace officers, and

WHEREAS, the County of Fort Bend, acting through its duly elected Commissioners' Court, has consented to house such prisoners, NOW, THEREFORE,

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

I.

That the Mayor is authorized to execute and the City Secretary to attest a contract between the City of Rosenberg, Texas, and Fort Bend County, whereby the City of Rosenberg will deliver to the Fort Bend County Jail in Richmond, Texas, city prisoners for housing and safe keeping for such periods of time and on terms agreeable to the Sheriff of Fort Bend County, Texas, and Chief of Police of the City of Rosenberg, with the approval of the Commissioners' Court of Fort Bend County, Texas, and the City Council of the City of Rosenberg, Texas, as set out in the instrument presented to the City Council on even date herewith, a copy of which is attached hereto.

II.

This Ordinance shall be effective immediately upon its adoption.

PASSED AND APPROVED this 3rd day of Decmeber, 1985.

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

CITY OF ROSENBERG, TEXAS

BY: Regnette Self  
Mayor

ATTEST:  
Alice Stalski  
City Secretary

APPROVED:  
Don J. Schwab  
City Attorney

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

RESOLUTION OF COMMISSIONERS' COURT  
APPROVING AND AUTHORIZING THE COUNTY JUDGE TO  
EXECUTE AND THE COUNTY CLERK TO ATTEST  
A CONTRACT BETWEEN FORT BEND COUNTY, TEXAS  
AND THE CITY OF ROSENBERG, TEXAS  
PROVIDING FOR THE HOUSING OF CITY PRISONERS

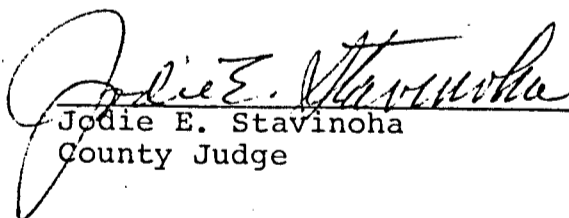
On this the 23 day of December, 1985, at a  
Regular-Special Meeting of Commissioners' Court of Fort Bend  
County, Texas, acting as the governing body of Fort Bend  
County, Texas, upon Motion by Commissioner \_\_\_\_\_,  
Seconded by Commissioner \_\_\_\_\_, duly put and  
carried:

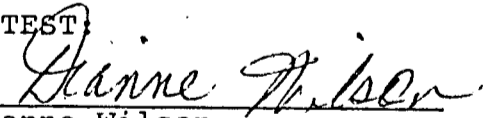
WHEREAS, the City of Rosenberg, Texas, has heretofore,  
through its duly authorized governing body, approved an  
agreement by which the Fort Bend County Sheriff's Department  
may house City prisoners; and

WHEREAS, Commissioners' Court of Fort Bend County, Texas,  
desires to authorize the County Judge to sign and the County  
Clerk to attest such an agreement.

NOW, THEREFORE, BE IT RESOLVED that Jodie E. Stavinoha,  
County Judge of Fort Bend County, Texas, is hereby authorized  
and directed to sign said agreement, in behalf of Fort Bend  
County, Texas, and that Dianne Wilson, County Clerk, is hereby  
authorized to attest same.

COUNTY OF FORT BEND

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

ATTEST:  
  
\_\_\_\_\_  
Dianne Wilson  
County Clerk

0030 THE STATE OF TEXAS §  
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND  
AND THE CITY OF ROSENBERG, TEXAS  
PROVIDING FOR THE HOUSING OF CITY PRISONERS

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

WHEREAS, the City desires the County to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

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

WHEREAS, the County desires to assist the City in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and

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

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

NOW, THEREFORE, it is mutually agreed by and between the County, acting herein by and through its duly authorized Commissioners' Court, and the City, acting herein by and through its duly authorized governing body, as follows:

I.

The County agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this

instrument, except from the duly authorized law enforcement officers of the City, any and all persons who, under the law of the State of Texas, are prisoners of the respective city. For definition purposes, a City prisoner shall mean those persons charged ONLY with a violation of a city ordinance(s) and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of the herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

## II.

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

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

## III.

A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill City prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the County and the City that the County Sheriff and/or his deputy

in charge of admissions at the County jail, shall determine, upon presentation of the City prisoner at the County jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the City prisoner should be accepted into the County jail or transported to the nearest hospital by the law enforcement officers of the City.

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

C. The County, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any City prisoner, who is to be transported to any hospital. Upon notice to the City by County, once the City prisoner is removed from the County jail, it will be the responsibility of said City to provide a necessary security guard for such prisoner outside the confines of the County jail.

#### IV.

The City agrees to furnish its own bailiff to escort City prisoners to and from Municipal Court from the County jail. A commitment from the Municipal Court will be obtained on each City prisoner within twenty-four (24) hours and will be forwarded to County jail personnel, provided, however, such requirement will be exclusive of week-ends and holidays. When a City prisoner is removed from the confinement of the County jail by a City police officer, the County releases and assumes no further responsibility for the said City prisoner until such

time as the prisoner is returned to the County jail by the City police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. City prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the County jail for confinement. City agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of a City prisoner may be accomplished at the County jail.

## V.

The City agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of Twenty Dollars (\$20.00) per day that each City prisoner has been incarcerated in the County jail. The Sheriff agrees to provide a monthly statement showing the name of each City prisoner, the charge, the number of days served by each prisoner and the total amount due the County, to the County Treasurer and the City. For purposes of this agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain City prisoner was confined, the day of arrival will be counted but not the day of departure. Further, County shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.



## VI.

It is expressly understood and agreed that the effective date of this contract shall be the 1st day of January, 1986, and it is further expressly understood and agreed that this contract shall automatically terminate on the 31st day of December, 1986, and must be renewed annually thereafter. It is further understood and agreed that this agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

## VII.

The City agrees to save and hold harmless Sheriff and County, and Sheriff's successors in office, and any and all employees thereof, from any claims for damages for which the Sheriff and/or his employees, or County, may be held liable to a City prisoner because of the acts or omissions of any City employee. County agrees to save and hold City harmless for any claim for damages for which the City may be held liable to any City prisoner because of the acts or omissions of any County employee.

## VIII.

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

IX.

It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 17th day of December 1985 in duplicate originals by Order of City Council of

City of Rosenberg, Texas

BY: Suzette Self  
MAYOR



Jane Hiese  
ASSISTANT CITY SECRETARY

SIGNED this 22 day of December 1985 in duplicate originals by Order of Commissioners' Court of Fort Bend County, Texas.

County of Fort Bend

Jane E. Starnola  
COUNTY JUDGE

ATTEST:

Hanne Hilson  
COUNTY CLERK

0030

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

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

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

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

Glenwood St.  
Aspenwood St.

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

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

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

Award bid on library furnishings for George Memorial Library:

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

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

Award bid on culverts:

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

Award bid on cleaning supplies & paper products:

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

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

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

8601559

~~1823 0491~~

#12

10<sup>m</sup>

106 A

0030

RIGHT-OF-WAY

THE STATE OF TEXAS            Y  
COUNTY OF FORT BEND         Y

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, of the County of Fort Bend and State of Texas, and in consideration of establishing and maintaining a Public Road or road ditch over and across the land hereinafter described, have Remised, Released and Quit-Claimed, and by these presents do Remise, Release and Quit-Claim, unto the said COUNTY OF FORT BEND the right-of-way over and across the said following described land, situated in said County of Fort Bend and State of Texas, and described as follows, to-wit:

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

TO HAVE AND TO HOLD the aforesaid right-of-way unto the said County of Fort Bend to be used as a public road forever; provided, however, it is expressly agreed that the said right-of-way grant shall automatically revert to Grantor whenever the same shall be abandoned or discontinued as a public road or road ditch; and provided further that, subject to said right-of-way use, in the meanwhile Grantor reserves and retains from the operation of this grant, all oil, gas, sulphur and other minerals in and under the said right-of-way grant.

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

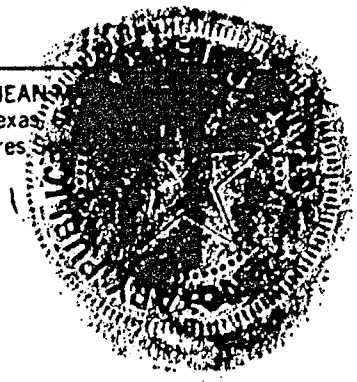
J.G. Hajdik  
J.G. Hajdik, Trustee

THE STATE OF TEXAS            Y  
COUNTY OF FORT BEND         Y

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

Barbara Jean Martin  
Notary Public in and for State of Texas

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



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

108 106 B  
0030

CHARLIE KALKOMEY  
REGISTERED PUBLIC SURVEYOR

OFFICE: PHONE 342-2033  
HOME: PHONE 232-2208

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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THENCE around said curve to the left having a central angle of 25 degrees 00 minutes 00 seconds and a radius of 338.30 feet, 147.61 feet to an Iron Pipe set at the Point of Tangency of said curve;

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 713.58 feet, 149.45 feet to an Iron Pipe set at the Point of Tangency of said curve;

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

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

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EXHIBIT "B"

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**CHARLIE KALKOMEY SURVEYING, INC.**

1702 WALGER STREET  
ROSENBERG, TEXAS 77471

CHARLIE KALKOMEY  
REGISTERED PUBLIC SURVEYOR

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

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

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

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

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

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

*Charlie Kalkomey*

Charlie Kalkomey, RPS  
No. 1399  
March 23, 1979

AS PER ORIGINAL

EXHIBIT "C"

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

CHARLIE KALKOMEY  
REGISTERED PUBLIC SURVEYOR

OFFICE: PHONE 342-2033  
HOME: PHONE 232-2208

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

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

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

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

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

*Charlie Kalkomey*

Charlie Kalkomey, RPS  
No. 1399  
June 25, 1981

AS PER ORIGINAL



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## CHARLIE KALKOMEY SURVEYING, INC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FILED

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*Dianne Wilson*  
COUNTY CLERK  
FORT BEND COUNTY, TEXAS

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

JAN 15 1986



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

RETURN TO ELIDA

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ITEMS FOR COURT AGENDA MONDAY, DECEMBER 23, 1985

INVOICE

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

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

DATE: December 16, 1985

RE: FORT BEND COUNTY LAW ENFORCEMENT ACADEMY

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

DUE ARCHITECT: \$796.71

Chris DiStefano  
CHRIS DI STEFANO, AIA

cc: Kathy Hynson

# APPLICATION AND CERTIFICATE FOR PAYMENT

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

TO (OWNER): Fort Bend County Commissioners PROJECT: Fort Bend Law Enforcement Academy APPLICATION NO: 2  
 P.O. Box 368 Richmond, TX  
 PERIOD TO: 12/30/85

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM (CONTRACTOR): The Marton Company, Inc. VIA (ARCHITECT): Christopher DiStefano ARCHITECT'S  
 8234 Braniff 2500 City West Blvd. #2010 PROJECT NO:  
 Houston, TX 77061 Houston, TX 77042

CONTRACT FOR: Complete Construction

CONTRACT DATE: 28 October 1985

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *[Signature]*

Date: December 16, 1985

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

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

1. ORIGINAL CONTRACT SUM ..... \$ 170,550.00
  2. Net change by Change Orders ..... \$ 0.00
  3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 170,550.00
  4. TOTAL COMPLETED & STORED TO DATE ..... \$ 102,169.75  
(Column G on G703)
  5. RETAINAGE:
    - a. 5 % of Completed Work \$ 3,962.49  
(Column D + E on G703)
    - b. 5 % of Stored Material \$ 1,146.00  
(Column F on G703)
- Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... \$ 5,108.49
6. TOTAL EARNED LESS RETAINAGE ..... \$ 97,061.26  
(Line 4 less Line 5 Total)
  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... \$ 50,195.86
  8. CURRENT PAYMENT DUE ..... \$ 46,865.40
  9. BALANCE TO FINISH, PLUS RETAINAGE ..... \$ 73,488.74  
(Line 3 less Line 6)

State of: Texas County of: Harris  
 Subscribed and sworn to before me this 16<sup>th</sup> day of December, 1985  
 Notary Public: ftmELA L: HAAG  
 My Commission expires: 8-21-89

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

By: *Chris DiStefano* Date: 12-16-85  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

00268 / 15

# CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE 2 OF 176 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 2

APPLICATION DATE: 12/16/85

PERIOD TO: 12/30/85

ARCHITECT'S PROJECT NO: Fort Bend County Law Enforcement Academy

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)							
	CONCRETE	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	100	0.00	325.00
	MISC. METALS	1,800.00	0.00	1,800.00	0.00	0.00	1,800.00	100	0.00	90.00
	ROUGH CARPENTRY	1,100.00	715.00	385.00	0.00	0.00	1,100.00	100	0.00	55.00
	FINISH CARPENTRY	5,400.00	0.00	0.00	0.00	0.00	0.00	-0-	5,400.00	250.00
	WOOD DOORS	6,200.00	0.00	0.00	0.00	5,000.00	5,000.00	-0-	1,200.00	105.00
	ALUMINUM WORK	2,100.00	0.00	0.00	0.00	2,100.00	2,100.00	-0-	0.00	75.00
	GLASS & GLAZING	5,500.00	0.00	0.00	0.00	1,500.00	1,500.00	27	4,000.00	
	FINISH HARDWARE	3,300.00	0.00	0.00	0.00	0.00	0.00	-0-	3,300.00	
	GYPSUM DRYWALL	24,600.00	18,450.00	1,230.00	0.00	2,320.00	22,000.00	89	2,600.00	1,100.00
	PAINTING, VWC, ETC	9,000.00	0.00	0.00	0.00	0.00	0.00	-0-	9,000.00	
	ACUSTICAL CEILINGS	7,400.00	0.00	4,000.00	0.00	2,000.00	6,000.00	81	1,400.00	300.00
	CERAMIC TILE	4,900.00	0.00	0.00	0.00	0.00	0.00	-0-	4,900.00	
	CARPET, VCT, BASE	7,500.00	0.00	0.00	0.00	0.00	0.00	-0-	7,500.00	
	TOILET PARTITIONS	2,500.00	0.00	0.00	0.00	0.00	0.00	-0-	2,500.00	
	MOVABLE PARTITION	6,500.00	0.00	0.00	0.00	0.00	0.00	-0-	6,500.00	
	CHALK & TACK BOARDS	2,000.00	0.00	0.00	0.00	0.00	0.00	-0-	2,000.00	
	PLUMBING	22,240.00	15,568.00	2,224.00	0.00	0.00	17,792.00	80	4,448.00	889.60
	HVAC	24,055.00	6,013.75	0.00	0.00	10,000.00	16,013.75	67	8,041.25	800.69
	ELECTRICAL	27,955.00	5,591.00	16,773.00	0.00	0.00	22,364.00	80	5,591.00	1,118.20
		170,550.00	52,837.75	26,412.00	0.00	22,920.00	102,169.75	60	68,380.25	5,108.49

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

11 December 1985

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

Dear Mr. Hammett:

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

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

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

Mr. John Hammett  
11 December 1985  
Page 2

	<u>Group</u>	<u>Amount</u>	<u>Total</u>
<b>Brodart</b>			
	I	\$50,941.00	
-add'l items	#12	356.00	
	#13	<u>600.00</u>	
			<u>51,897.00</u> 50,941.00
			\$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,



Janet R. Sanders

JRS:sb

cc: Len Radoff  
Judge Stavinoha

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TABULATION

CULVERTS

January 1, 1986

Thru

June 30, 1986



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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:

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

122  
00115

1 of each - every 3rd item

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

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

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

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

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

18. CONSIDER APPROVAL OF TELEPHONE LISTINGS FOR LOCAL DIRECTORIES:

Discussed changes to the telephone listings.

No action taken at this time.

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

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

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

Charles Kalkomy discussed the changes to the proposed plat.

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

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

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

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

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

Met in Closed Session.

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

No action taken.

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0030

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 23 day of December, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Company dated December 6, 1985, permit no. 80719 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County. Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 82, recorded in Volume \_\_\_\_\_ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pustka, seconded by Commissioner Presley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY *Andy Z. Koch*  
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY *Elida Kotler*  
Deputy

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



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

126  
00119

To be Submitted in Quintuplicate----5

COUNTY OF FORT BEND  
COMMISSIONER'S COURT

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

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

CABLE, CONDUIT AND/OR POLE LINE TO CROSS FOLLOWING COUNTY ROADS AND/OR DITCHES  
(Check Type of Construction)

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction		
			Bored	Jacked	Cased
Cottonwood Church Road	3591' north of Cottonwood School Road	60'	XXXX		XXXX
Cottonwood Church Road	@ Cottonwood School Road	60'	XXXX		XXXX
Cottonwood School Road	@ Wehring Road	60'	XXXX		XXXX
COON CREEK	E. OF COTTONWOOD CHURCH	60'	X		X

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Cottonwood Church Road	Cottonwood School Road	north	3591'
Cottonwood School Road	Cottonwood Church Road	east	2629'
Shady Oaks Lane	Cottonwood School Road	south	2033'

GENERAL DESCRIPTION

Please see attached.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required). The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioner's Court of Fort Bend County, Texas," as passed by Commissioner's Court of Fort Bend County, Texas, dated the 17th day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioner's Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes.

NOTICE

Written notice required 48 hours in advance of construction.

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

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

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

Telephone No.: 578-8781 Date: Dec. 6, 1985  
Log No.: RR#44

00120  
127

17

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 16 day of December, 19 85, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Company dated November 26, 1985, permit no. 80717 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioner Court of Fort Bend County, Texas, dated the 17 day of May, 19 82, recorded in Volume \_\_\_\_\_ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Denham, seconded by Commissioner Pustka, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Stanley L. Kunkel  
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT  
BY Elida Koster  
Deputy

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

mailed 12/21/85





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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)

00322

TO COUNTY OF FORT BEND

PRECINCT NO. 2  
PERMIT NO. 80717

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

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

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

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

Road or Ditch Name	Distance & Direction From : : Nearest Intersection	To	Distance
Foster School Road	@ Waddell Road	3,775' northwest	3,775'

General Description

(24" COVER)

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

Thence, going approximately <sup>3775</sup>~~4757~~ 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)

Mike Smerek  
(Signature)

NAME & TITLE Mike Smerek Engineer  
(Please Print)

DATE: November 26, 1985

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

Rosenberg, TX 77471  
City State Zip

TELEPHONE NO: 342-4651

13D  
00123

PATTI  
RANDOM SCHOOL  
MILLER ROAD

KROSCHE  
BLUM  
BAMORE RI

ANTON STADE  
ROAD

COTTONWOOD  
CHURCH RD.  
COTTONWOOD SCHOOL

STATE HIGHWAY  
MAGNOLIA KOV  
J. MEYER

ROAD

FINNEY KLOSTERHUFF  
ROAD

HARTLEDGE  
ROAD

LOTTE  
McCLELLAN  
BAYON MAX  
JUSTINIK RD.

SASLEY

RRD.

BLAZE ROAD  
FOSTER

ZUNKER PLEAK  
ROAD  
KUNZ RECH ROAD

GERKEN ROAD  
STATE HIGHWAY 59  
PLEAK RD.

BAKER

WADELL RD.

SCHOOL

LEMKE

FEDVILLE ROAD

ROAD

ROAD

ROAD

ROAD

STATE FARM RD. 367

STATE ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

OBERRENDER

STATE ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

PRIVATE ROAD

ROAD

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JESKE

ROAD

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ROAD

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ROAD

FAIRCHILD

BOONE RD

ROAD

ROAD

ROAD

ROAD

ROAD

FAIRCHILD

GUTTENBERGER

ROAD

ROAD

ROAD

ROAD

ROAD

PADON

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

ROAD

NEEDVILLE

ALTIMORE RD

236

BOCKHORN RD

ROAD

ROAD

0030

MOCKINGBIRD ACRES  
SECTION 2

19 TRACTS

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

Road 2261 x 24 = 1.25 Acre

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

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

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

Required Storage = 18.79 Ac/Ft

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

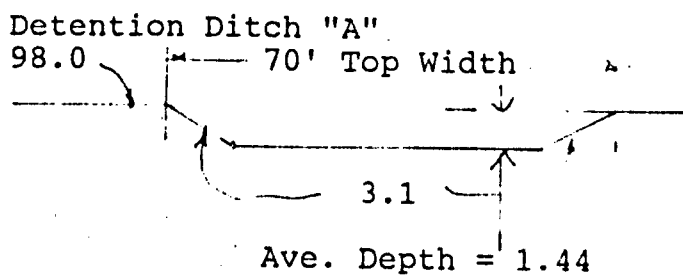
4.93 cfs x 60 x 60 x 24  
 \_\_\_\_\_ = 9.78 Ac/Ft

43560

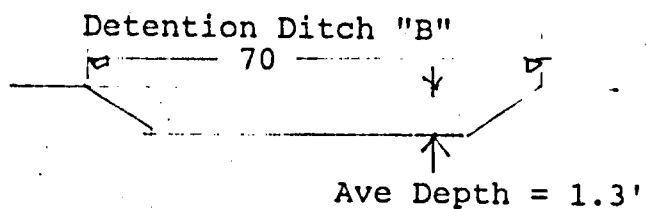
Detention Storage Required 9.01 Ac/Ft

132

00125



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



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

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TOTAL 9.87 Ac/Ft

STORAGE AVAILABLE TO ELEVATION 98.0

MINIMUM SLAB ELEVATION TO BE 99.0

MOCKINGBIRD

0030

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

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

23. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills as presented by County Auditor.

24. ADJOURNMENT:

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

**END**